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APACHE HILLS ROAD MAINTENANCE ASSOCIATION
AGREEMENT

APACHE HILLS ADDITION, a part of the NE/4 of Section 26,
T13N, R6W, Indian Meridian, Canadian County, Oklahoma

Apache Hills Road Maintenance Association

THIS AGREEMENT made this 1st day of October, 1990, by and between all parties who own property or have an interest in and to the property platted as Apache Hills Addition as reflected by the recorded plat in the County Clerk's Office of Canadian County, Oklahoma.

WHEREAS, the streets and roadways located in Apache Hills Addition (Flint Drive, Tipi Drive, Tomahawk Drive and Arrowhead Drive) have heretofore been dedicated to the public, but there has not been a provision of maintenance of said streets and roadways. Said owners desire to provide a means for having said streets and roadways maintained and repaired.

APACHE HILLS ROAD MAINTENANCE ASSOCIATION

We, the undersigned, being all of the owners of the property platted as Apache Hills Addition, a part of the NE/4 of Section 26, T13N, R6W, of the Indian Meridian, located in Canadian County, Oklahoma, as reflected in the recorded plat in Book 4 at Page 47 of the records of the County Clerk's Office, Canadian County, Oklahoma, and in consideration of One and More (\$1.00) Dollars, and other mutual and valuable considerations contained herein, hereby form and agree to be bound by the terms and conditions of this Association Agreement.

1. NAME OF ASSOCIATION: The name of the association shall be the Apache Hills Road Maintenance Association.

All persons owning or purchasing lots in Apache Hills Addition shall be a member of said Association, entitled to one vote per each lot owned.

2. ANNUAL MEETING: The Association shall hold an annual meeting of all members thereof on the first day of October of each year, commencing with the year 1990, at 7:00 p.m. at the Richland Nazarene Church, or some other location within Apache Hills Addition. Notice of the annual meeting shall be mailed to each member hereof at least 14 days prior to the date of the meeting by the Secretary of the Association. Other meetings may be held after being called for by the President and notice being given to all lot owners.

3. OFFICERS OF THE ASSOCIATION: At the annual meeting, the members of the Association shall elect the following officers: President, Vice President, and Secretary/Treasurer. The officers shall be responsible for and have authority to carry out the terms and provisions of this Association Agreement. The officers must also be members of the Association.

Num. Ind:

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4. PURPOSE OF THE ASSOCIATION: The sole purpose of this Association shall be to provide for the maintenance, repair and/or resurfacing of the roadways located within the boundaries of Apache Hills Addition.

5. VOTING: For a valid meeting to take place, a quorum must be present. Once a quorum is established, a majority vote on any matter will be binding on all. A quorum is defined as a majority vote (one vote per lot) of all lots in Apache Hills Addition. Said quorum can be established by a vote of the lot owners present in person or by written proxy.

6. EXPENSE: All homeowners in Apache Hills Addition, or members of the Association, shall be responsible for their pro rata share of the cost (one share per lot) of maintenance and repair to

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the roadways if the Association, by a majority vote, at a valid meeting authorizes said maintenance and/or repairs. Any homeowner or member of the Association so assessed who fails or refuses to pay his pro rata share of the cost within 45 days after the date of assessment, shall be liable to the Association, and the Association shall have the right to institute legal proceedings to recover the nonpaying member's share, and shall be entitled to the reasonable cost and expenses connected with litigation, a reasonable attorney's fee, and for all costs of said action, and that said assessment shall draw interest at the rate of 15% annual percentage rate from the date of assessment to the date of payment, and all charges and assessments shall become a lien on the homeowner's property from the date of assessment.

The officers of the Association will have the right to file an affidavit with the County Clerk of Canadian County stating that said property has been assessed for maintenance or road repairs and that payment has not been made. Furthermore, that this agreement shall be a covenant that runs with the land.

7. DUTIES OF OFFICERS AND MEMBERS: The President shall be responsible for entering into agreements for the maintenance and repair of said roadways. Should said President be unable to perform those duties, then the Vice President shall perform those duties. The Secretary/Treasurer shall maintain a roll of all members and shall be responsible for mailing out all notices of official meetings and statements for assessments. It shall also be the duty of each member of the Association to advise the Secretary/Treasurer of their mailing address.

8. TRANSFER OR SALE OF PROPERTY: It is further understood between the parties that as each lot is sold or transferred, the new purchaser shall automatically become a member of this Association and subject to the future assessments. All assessments shall be paid in full prior to any sale or transfer of a lot.

IN WITNESS WHEREOF, the parties have executed this agreement on the date above stated.

BLOCK 1:

~~Margaret L. Stump~~
Margaret L. Stump

Anita P. Miller