

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF TWIN OAKS FIRST ADDITION TO THE CITY OF OKLAHOMA CITY,  
OKLAHOMA COUNTY, OKLAHOMA, A SUBDIVISION OF A PART OF THE SE/4 OF SECTION 29,  
TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I.M., OKLAHOMA COUNTY, OKLAHOMA**

THIS DECLARATION, made on the date hereinafter set forth by TWIN OAKS, LTD., an Oklahoma Limited partnership, hereinafter referred to as "Declarant" and TWIN OAKS, LTD, an Oklahoma Limited Partnership and Coleman Homes, Inc., an Oklahoma corporation, hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, this Declaration is intended to cover that certain property more particularly described on Exhibit "A." attached hereto and made a part hereof.

WHEREAS, Declarant and Owners are all of the owners of certain real property in Oklahoma County, State of Oklahoma, which is more particularly described and set opposite each party's name to-wit:

LEGAL	OWNERS
Lots 1-11, Block 1	TWIN OAKS, LTD., an Oklahoma Limited partnership,
Lots 1-2, Block 2	
Lots 2,4-7, Block 3	
Lots 1-10, Block 4	
Lots 1-3, 5-8 and 29-37, Block 5	
Lots 1-15, and 17-29, Block 6	
Lots 1-13, Block 7	
Lots 1-23, Block 10 (all inclusive)	COLEMAN HOMES, INC., an Oklahoma corporation
Lots 1,3,8,9,10, Block 3	
Lot 4, Block 5	
Lot 16, Block 6 (all inclusive)	

NOW THEREFORE, Declarant and Owners hereby declare that all of the property 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 upon all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Approval of Declarant". All actions or approvals required to be obtained from the Declarant must be obtained from the Declarant until such a time as the Declarant ceases to be a Class "B" member as described in Article 111, section 2(b). UPON SUCH EVENT ANY REFERENCE MADE HEREIN TO AN APPROVAL REQUIRED OF THE DECLARANT SHALL BE DEEMED TO REQUIRE THE APPROVAL OF THE BOARD OF DIRECTORS OR THE ARCHITECTURAL COMMITTEE OF THE HOMEOWNERS ASSOCIATION.

Section 2. "Association" or "Homeowners Association" shall mean and refer to The Association of Twin Oaks Additions, Inc., its successors and assigns.

Section 3. "Owners" shall mean and refer to the record owners, 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 4. "Property" shall mean and refer to that certain real property described herein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 6. "Declarant" shall mean and refer to TWIN OAKS, LTD., an Oklahoma Limited partnership, its successors and assigns.

Section 7. "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 owned by the Association is described on Exhibit "B" attached hereto. .

## **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 of 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 the right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for the period not to exceed sixty (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 dedication or transfer signed by two-thirds 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.

Section 3. Responsibility for maintenance of Common Areas. The Common Areas, as shown on the plat filed in the County Clerks office of Oklahoma County, is owned by the Homeowners Association. The Declarant will maintain the common areas until such a time as it has conveyed a total of fifty (50) lots to owners and said fifty (50) lots are paying or are liable for the payment of dues to the Homeowners Association, as provided in Article IV. Upon such event the common areas will be maintained by the Homeowners Association, and the Declarant shall have no further obligation for maintenance and upkeep.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. 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 initially have two classes of voting membership.

(a) Class A. Class A 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 members. The vote of such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

(b) The Class B Member shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership when a total of fifty (50) lots have been conveyed by the Declarant to Owners.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for 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; (a) Annual assessments or charges; and (b) 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. Until such a time as the maximum annual assessment is increased, as hereinafter provided, the maximum annual assessment shall be Forty-eight (\$48.00) Dollars per Lot.

(a) The Board of Directors may increase the maximum annual assessment no more than ten (10%) percent in anyone fiscal year, commencing with the first regular meeting of the Boar of Directors as required in the Articles of Incorporation and By-Laws of the Homeowners Association.

(b) At any regular meeting of the Homeowners Association or meeting called for the purpose of increasing the maximum annual assessment, the maximum annual assessment may be increased above the ten (10%) percent maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 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 (for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days 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 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 annul 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 at the time fifty (50) lots have been conveyed by the Declarant to Owners, and only as to those lots sold. However, see Section 10 of the Article for restrictions. 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 certificated 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 to 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 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 18% per annum. After an assessment is delinquent more than 30 days, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. However, after an assessment is delinquent more than 6 months, the Association must 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 Mortgage. 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 transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due of from the lien thereof.

Section 10. No Annual Assessment on Undeveloped Lot. Annual assessments shall be assessed and collected as provided in the Articles of Incorporation and the By-Laws of the Homeowners Association; provided, however, said assessments shall not commence until the property is first occupied. This provision is intended to exclude lots held for development and during the construction and initial sales period.

## **ARTICLE V MISCELLANEOUS**

Section 1. Enforcement. 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 an 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. Invalidation 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 an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the Southeast Quarter (SE/4) of Section 29, Township 14 North, Range 3 West of the I.M., Oklahoma County, Oklahoma, may be annexed by the Declarant without the consent of the members within five years of the date of this instrument, provided that HUD/FHA and the VA determine that the annexation is in accord with a general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

## **ARTICLE VI LAND USE RESTRICTIONS**

Section 1. Use. The Lots in Twin Oaks First Addition shall be used for private residence purposes only. No store or business, no gas or automobile service stations and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon,

except private dwelling houses, and such dwelling house being designated for occupancy by a single family in its entirety.

Section 2. Nuisance. 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.

Section 3. Architecture. Complete elevations for any structure proposed to be erected must first be submitted to the Declarant prior to the commencement of any construction upon each and all of the Lots.

Section 4. Size and Height. No subdivision or combination of parts of any two Lots shall result in a building site having less than 7000 square feet. No residence shall have less than 1,240 square feet of livable space.

All two story residences shall have a minimum of 800 square feet on the first floor.

Section 5. Materials.

5.1 Except where the Declarant grants the right to deviate from the following requirements, the principal exterior of any residence shall be at least fifty (50%) percent brick, stone or stucco, and fifty percent (50%) may be of frame or other materials which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone, or stucco to be used, but in no event shall a continuing wall consisting of fifty (50%) percent of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Any deviation from the above must be approved, in advance, and in writing, by the Declarant.

5.2 Roofs are to be of wood shingles, shakes, clay, tile or composition roofing.

5.3 All fences must be wood and may not exceed 6 feet in height. All fences must commence at a point 5 feet behind the front corner(s) of the house and extend towards the back of the lot. On any corner lot the fence on the side of the house must be a minimum of 12 feet away from the curb. Any deviation from this provision must be approved in writing by the Declarant.

Section 6. Construction Period. Upon commencement of the excavation for construction of any Lot or Lots in this plat, the work must be continuous, weather permitting, until the house, etc. is completed. No delay in the course of the construction within a period of twelve (12) months will be permitted, unless further extension for the completion of said house, etc. is given by the Declarant. If no such consent is given, the Declarant or its designee may, but shall not be obligated to, complete such construction. No temporary house, temporary dwelling, temporary garage, temporary out building, temporary home or other temporary structures shall be placed or erected upon any lot, except Builders sales offices during the construction period only.

Section 7. Set-Back of Building Structures from Streets. No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the lots nearer to the front street or the side street than the front building limit line or the side building limit line of the aforementioned lots, except as shown on said plat.

Section 8. Free Space (Side Set-Backs). No part of any building structure on the lots shall be erected nearer than five feet to the said property line except that cornices, spouting chimneys and ornamental projections may extend two feet nearer said side property line.

Section 9. Parking, Storage and Easements

9.1 No parking and/or storage of trailers, boats and/or vehicles which are not normally used as every day transportation will be allowed on streets, lots or Common Areas, except where adequate screening has been previously provided

9.2 No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on or near any lot of the subdivision unless kept in a garage completely enclosed.

9.3 No overnight parking of any motor vehicle, trailer, boat, camper, or truck is allowed on or near any lot or street.

9.4 No temporary or permanent parking of automobiles or other vehicles is permitted in the yard of any lot. Nor may any automobile or other vehicle be repaired on any lot or street unless done in an area totally concealed from any street or streets.

9.5 No detached building other than a garage can exceed eight feet in height.

9.6 After the completion of the principal residence, no building material of any kind or character or construction tools or equipment can be stored on any lot unless totally concealed from any street or streets.

9.7 No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the other lot owners may, at their discretion, mow said lot, trim trees, remove trash refuse and levy a lien on said lot for the cost involved.

9.8 All clothes lines, garbage cans, equipment, coolers, wood piles, storage piles, trailers, boats, canoes or inoperative vehicles shall be walled in to conceal them from the view of the neighboring lots, roads or streets.

9.9 The Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

9.10 If no access to a public easement exists for any lot abutting the Common Area and the Owner must, in order to avail himself of utilities, enter and/or cross a Common Area, he shall have an easement to do so, provided that said Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition, at the expense of the lot Owner.

#### Section 10. Signs, Billboards and Miscellaneous Structures.

10.1 No signs or billboards will be permitted except those advertising the sale or rental of such property, provided that such signs do not exceed six square feet in area.

10.2 No miscellaneous structures are allowed unless they are totally concealed from any and all streets and neighboring owners. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure). Storage tanks, tool shed, kennels, pool houses, pergola, greenhouses, wind powered generators and the concomitant towers, satellite receivers, radio or television towers, antennae or aerials or any other temporary structure, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners.

10.3 No solar panels or other solar energy devices shall be allowed to extend more than two feet in height from the top of the house. This provision is not intended to prohibit solar panels or solar energy devices but merely to limit the design thereof.

#### Section 11. General.

11.1 No tank for the storage of oil or other fluid may be maintained on any of these lots.

11.2 No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of the lot in front of the building limit line without the prior written consent of the Declarant.

11.3 The keeping or housing of poultry, cattle, horse, or other livestock of any kind or character, is prohibited on any lot.

11.4 No garage, outbuilding or vehicles shall be used as a residence or living quarters.

11.5 No house or outbuilding shall be moved to any lot from any other locality. No building or 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, 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.

11.6 Each owner of any lot which abut upon which abuts a common area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvements along said common border, must maintain a strip two feet in width parallel and contiguous to said common border to facilitate the mowing of the common area by tractor or other similar mowing machine.

Section 12. Sidewalks. A four (4) foot s on each lot adjacent to and along any street. Said sidewalk shall be from property line to property line and conform to the requirements of the city ordinances of the City of Oklahoma City.

Section 13. Right to Enforce. The restrictions herein set forth shall run with the land and bind the present owners, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said Lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during his, its or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

Such premises shall be subject to any and all rights and privileges which the City of Oklahoma City or the County of Oklahoma may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any state, county or city zoning, ordinance of law.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners herein, have hereunto set their hand and seal this 8<sup>th</sup> day of October, 1985.

Signed by John D. Alexander, President of John D. Alexander, Inc., general partner of Twin Oaks, Ltd., and Scott Coleman, President of Coleman Homes, Inc., Declarants. Notarized by Lynne C. Alexander

**Twin Oaks 2nd through 11th Additions  
Declarations of Covenants, Conditions and Restrictions  
are identical to the 1st Addition and are filed as follows:**

2nd Addition	Filed at Book _____, page _____ on _____.
3rd Addition	Filed at Book _____, page _____ on _____.
4th Addition	Filed at Book _____, page _____ on _____.
5th Addition	Filed at Book _____, page _____ on _____.
6th Addition	Filed at Book _____, page _____ on _____. Plat filed at Book 55 Page 67.
7th Addition	Filed at Book _____, page _____ on _____. Plat filed at Book 55 Page 71.
8th Addition	Filed at Book _____, page _____ on _____.
9th Addition	Filed at Book _____, page _____ on _____.
10th Addition	Filed at Book 8141, page 1459 on 7/9/01. Plat filed at Book 60 Page 80.
11th Addition	Filed at Book 6808, page 1467 on 10/25/95. Plat filed at Book 56 Page 13.