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Filed on March 14, 2005 at Book 3037, Page 262

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTINGTON ACRES ADDITION**

THIS DECLARATION dated the 7th day of March, 2005 by Huntington Acres, L.L.C., an Oklahoma Limited Liability Company having a mailing address of P.O. Box 591917, Oklahoma City, OK 73189, hereinafter called "Declarant"

WITNESSETH:

A. Declarant owns a 80.29 acre tract of land, more, or less, located in Canadian County, Oklahoma. The tract (hereinafter called "Property") consists of all the land described on Exhibit A attached hereto and made a part hereof and shown on the subdivision plat entitled Huntington Acres Addition.

B. Declarant desires to subject the Property, and the Lots located therein (the "Lots") to the covenants; conditions, and restrictions set forth below which are for the purpose of protecting the value and desirability for the Property and the Lots.

C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, and Restrictions set for below:

**ARTICLE I
COVENANTS, CONDITIONS AND RESTRICTIONS**

1. All lots in said addition are hereby designated as single family residential building lots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building lot other than one detached single family dwelling not to exceed two stories in height, and must contain a private garage for not less than two automobiles.

2. Driveways from the street to the garage of the residence to be concrete

3. No antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard. Any radio antenna placed on a lot shall be located so as to not be seen from the front of the property, and so long as it does not interfere with any neighbors' television reception. Any television antenna must be located in the attic of any home. A satellite antenna is limited to one per Lot, with maximum 24 inch diameter.

4. The ground floor living area of the main structure, exclusive of covered and opened porches and garage, on all lots designated as single family residential shall not be less than Sixteen Hundred (1,600) square feet for anyone story dwelling, or less than twelve hundred (1,200) square feet on the ground floor for a dwelling of more than one story, but total living space per dwelling shall not be less than sixteen hundred (1,600) square feet. At least seventy-five percent (75%) of all single-family dwellings shall be a minimum of eighteen hundred (1,800) square feet. Sixteen hundred (1,600) square feet for any one story dwelling, or less than twelve hundred (1,200) square feet on the ground floor for a

dwelling of more than one story, but total living space per dwelling shall not be less than sixteen hundred (1,600) square feet. At least seventy-five percent (75%) of all single-family dwellings shall be a minimum of eighteen hundred (1,800) square feet.

5. Any window type air conditioner installed shall be kept from view of the street.

6. No building shall be constructed within the limits of the building setback lines as shown on the plat. In any event, no building shall be located on any residential plot nearer than 40 feet to the front lot line or nearer to the rear lot line than permitted by City ordinances. In no event shall the distance between residential buildings be less than 60 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that said items shall not be constructed to permit any portion of the building on a lot to encroach upon another foot.

7. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. 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; except a structure or trailer may be used by the builder during construction and sales period.

9. No fence shall be installed on the front of any lot in this subdivision between the front lot line and the front building set back line, except that of split-rail or picket fencing of a decorative nature not to exceed 42 inches in height, shall be permitted, but must be well maintained. This shall also apply to corner lots. All fences on the side of the lot line of any lot shall be of wood, brick, vinyl, or masonry construction. Variance may be granted with written consent of the signers of this document. Portions of fencing that are visible from any street are to be well maintained and wood sealer applied in keeping with the natural color of the wood.

10. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

11. All accessory buildings shall be constructed with materials in harmony with the residential dwellings. In no case shall there be any exposed non-painted exterior walls.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by builder to advertise the property during construction and sales period.

13. All residences shall be of new construction built on site, and no residence, part of residence or garage may be moved from another area into this subdivision. Mobile homes, of any kind, shall not be allowed to be placed or parked, either permanently, or temporarily, on any lot.

14. All houses are to face the front of each lot, except as to corner lots which may face either direction.

15. No truck exceeding (1) ton, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial trailer of any kind, or motor vehicle, other than standard passenger care or pickup not exceeding (1) ton, shall be parked to remain on the driveway of, in the front yard in front building set back line, or street adjacent to, any lot in this subdivision, except for such period of time as may absolutely be necessary in order to pick up or deliver materials or to do work or make repairs on the property.

16. No garage shall be converted to a living area unless the outside of the house and garage are left intact with no outer evidence of said conversion.

17. No carport is to be put in front of or attached to any residence,
18. The roofing of all dwellings must be of composition, and must weather good, gray or gray/black in color. All roofs of said residence are to be 6/12 or steeper pitch.
19. Front yards are to be a minimum 35% Bermuda (or similar) grass.
20. All lots are to be landscaped in a style in keeping and in harmony with the area. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots. All grass in all yards is to be kept mowed and never allowed to grow a height in excess of six (6) inches.
21. All homes can be of wood, brick, rock, vinyl, or masonry construction: however, all homes must be at least eighty percent (80%) brick or masonry. All gables on outside walls must be of brick or masonry. In addition, the colors of the same must at all times be in harmony with the color scheme of all other residences within the addition.
22. The undersigned owner, or representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amend the same (1) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, The Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure, or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with and interest is hereby reserved and granted to such party to make or consent to the Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence therefore shall be deemed to be a grant and acknowledged of, and consent to the reservation of the power of such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall effect or impair the lien of any first mortgage upon a lot or any warranties made by owner to a first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.
23. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended to successive periods of ten years, unless an instrument signed by the owners of the majority of the lots has been recorded. Prior to the above date, these restrictions may be amended only by an instrument in writing and filed of record signed by at least 80% of the record owners of the properties contained in these restrictions.
24. If the undersigned party, or any of its successors, assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situated in this subdivision to prosecute and initiate proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant to prevent him or them from doing so.

ARTICLE II 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 Huntington Acres 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 sixty-five (65) 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, 2007, annual assessment shall be Sixty Dollars (\$60.00) per lot. From and after January 1, 2007, 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 anyone 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.

Invalidation of anyone of these covenants by judgment or by court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

EXECUTED the day and year listed above written.

Signed by Randy Berg, Manager of HUNTINGTON ACRES, L.L.C., an Oklahoma Limited Liability Company

**Certificate of Amendment
To
Declaration of Covenants,
Conditions and Restrictions
Of
Huntington Acres Addition**

This amendment, made on the date hereinafter set forth by HUNTINGTON ACRES, L.L.C., hereinafter referred to as "Declarant". Whose registered office is located at 2300 N Frisco Rd., Yukon, OK 73099.

The Declarant is entitled to modify and amend Article II of the General Provision to read as follows:

Article II, Section 1 #e Maximum Annual Assessment The regular base assessments for each of the lots shall be determined by the Board at least annually. Each lot shall be the same amount and in an equal uniform manner.

Article II, Section 1 #g Effect of Nonpayment of Assessments: Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear a late fee of \$25.00 from the due date. 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.

All other terms shall remain in force as contained in the original Declaration of Covenants.

This Certificate of Amendment shall become a part of the original Declaration of Covenants upon and inure to the benefit of the parties, their successors, and assignees.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day March, 2008.

Signed by Randy Berg, Managing Member Huntington Acres, L.L.C.