

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**GLENHURST
SECTION 2**

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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carole Ann Coody

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned **FIRST AMERICAN TITLE & TRUST COMPANY, Trustee**, which is an Oklahoma Corporation organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter referred to as "OWNER" or "DEVELOPER", does hereby certify that it is the owner and the only corporation, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in GLENHURST - SECTION 2, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of GLENHURST - SECTION 2, in the office of the County Clerk of Oklahoma County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on the entire plat of GLENHURST - SECTION 2 to which shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereafter becoming the owner or owners either directly or through any subsequent transfers or in any manner whatsoever, of any lots, block or blocks included in GLENHURST - SECTION 2 shall take hold or convey the same, subject to the following restrictions and reservations, to wit:

THIS DECLARATION, made on the date hereinafter set forth by **COYLE-MASHBURN DEVELOPMENT, L.L.C.**, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, **FIRST AMERICAN TITLE & TRUST COMPANY, Trustee**, is the Owner of certain property in Oklahoma City, Oklahoma County, State of Oklahoma, which is more particularly described as:

Glenhurst Section 2, being a part of the NW/4, of Section 22, Township 13 North Range 4 West, I.M. as shown on the recorded plat thereof.

And Whereas, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages, under the name of "GLENHURST" as a residential sub-division.

And Whereas, Owner desires to provide for the preservation of the value, upkeep, maintenance, improvement and administration of the community and all improvements now and existing and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

And Whereas, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Glenhurst Home Owners Association, Inc., for the purpose of exercising the aforementioned functions.

NOW THEREFORE, "OWNER" hereby declares that all 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 1 DEFINITIONS

Section 1. "Association" shall mean and refer to Glenhurst Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record 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 3. "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 the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Coyle-Mashburn Development, L.L.C. Ltd., 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 6. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of members of the Association.

Section 7. "Corner Lot" shall mean any lot, which abuts other than at its rear line upon more than one street or Common Area.

Section 8. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the recorded plat.

Section 9. "Member" shall mean and refer to every person and or entity that holds a membership in the Association, by owning a Lot.

Section 10. "Building Limit Line" shall mean the line so designated on the recorded plat.

Section 11. “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. “Fences” shall mean the following where the context so indicates.

1. “Adjoining Fences” shall refer to two or more separate fences which adjoin and are exposed to the public view.
2. “Public Fence” is any fence adjacent to, abutting upon or bordering public parks, public areas or common areas dedicated to the public or the Association.
3. “Privacy Fence” any fence that is site proof.

Section 13. “Frontage” or “Fronts” shall mean the direction or way the major elevation of the house or structure erected on a lot shall face.

Section 14. “Glenhurst” shall mean the residential sub-division developed as a part of the NW/4 of Section Twenty Two (22), Township Thirteen (13) North, Range Four (4) West of the I.M., Oklahoma City, Oklahoma County, Oklahoma.

ARTICLE II FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Article III hereof, the Declarant has filed a previous Declaration for Section 1 of Glenhurst and it is the intention of the Declarant to cause additional Declarations to be filed with respect to the remainder of GLENHURST, which additional Declarations will be complementary in concept to this Declaration, and which future Declarations will provide for the addition of owners in such other areas as members of the Association. During its existence, the Association will include as members, every owner within GLENHURST. Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations as from time to time established and or amended.

Section 2. If within Twenty (20) years of the date of incorporation of the Association, the Declarant should develop additional lands within the NW/4 of Section Twenty Two (22), such additional may be annexed to GLENHURST without the consent of the members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to the Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

Glenhurst

Oklahoma City, Oklahoma

A tract of Land located in the Northwest Quarter (NW/4) of Section Twenty Two (22), Township Thirteen North (T-13-N), Range Four West (R-4-W), of the Indian Meridian (I.M.), Oklahoma City, Oklahoma County, being more fully described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW/4);
Thence S 00 16' 14" E, along the West line of said NW/4, a distance of

1315.00 feet, to the POINT OF BEGINNING; thence N 89 43'46" E, a distance of 50.00 feet; Thence S 45 16'14" E, a distance of 35.36 feet; Thence N 89 43'46" E, a distance of 249.40 feet, to a point of curvature; Thence Southeasterly along a curve to the right having a radius of 240.00 feet, said curve being subtended by a chord having a bearing and distance of S 57 03'21" E and 262.93 feet, for an arc length of 278.26 feet, to a point of reverse curvature; Thence Southeasterly along a curve to the left having a radius of 170.00 feet, said curve being subtended by a chord having a bearing and distance of S 57 03'21" E and 186.25 feet, for an arc length of 197.10 feet, to a point of tangency; Thence N 89 43'46" E, a distance of 234.81 feet; Thence N 44 43'46" E, a distance of 35.36 feet; Thence N 89 43'46" E, a distance of 50.00 feet; Thence S 00 16'14" E, a distance of 5.00 feet; Thence S 45 16'14" E, a distance of 35.36 feet; Thence N 89 43'46" E, a distance of 95.00 feet; Thence S 00 16'14" E, a distance of 101.79 feet, to a point of curvature; Thence Southwesterly along a curve to the right having a radius of 589.77 feet, said curve being subtended by a chord having a bearing and distance of S 13 05'27" W and 272.58 feet, for an arc length of 275.07 feet, to a point of reverse curvature; Thence Southwesterly along a curve to the left having a radius of 299.77 feet, said curve being subtended by a chord having a bearing and distance of S 13 05'27" W and 138.55 feet, for an arc length of 139.81 feet, to a point of tangency; Thence S 00 16'14" E, a distance of 2.38 feet; Thence S 89 43'46" W, a distance of 170.00 feet; Thence N 00 16'14" W, a distance of 2.38 feet, to a point of curvature; Thence Northeasterly along a curve to the right having a radius of 469.77 feet, said curve being subtended by a chord having a bearing and distance of N 01 40'10" E and 31.81 feet, for an arc length of 31.81 feet; Thence S 89 43'46" W, a distance of 646.08 feet; Thence S 00 16'14" E, a distance of 38.95 feet; Thence S 89 43'46" W, a distance of 220.00 feet, to a point on the West line of said NW/4; Thence N 00 16'14" W, along the West line of said NW/4, a distance of 785.00 feet, to the POINT OF BEGINNING, containing 15.37 acres, more or less.

ARTICLE IV MANDATORY MEMBERSHIP IN HOME OWNERS ASSOCIATION; COMMENCEMENT OF DUES; LIENS

Section 1. Membership. Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future Declaration covering all or any part of the Association, including contract Sellers, shall be a **mandatory member** of the Glenhurst Home Owners Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership. The Certificate of Incorporation of the Association has been properly filed at the Secretary of State. **All information pertaining to the Association is contained in either the Certificate of Incorporation or the By-Laws of the Glenhurst Home Owners Association. These documents are available upon request from the Declarant.**

Section 2. Commencement of Dues. The obligation to pay dues to the Association shall commence when a lot is sold by the builder to the initial homeowner of the lot.

Section 3. 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 all assessments properly charged by the Association. 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, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages and deeds of trust, with or without the power of sale. 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 shall not pass to his successors in title unless expressly assumed by them, but nevertheless, the Lien above mentioned arising by reason of such assessment shall continue to be a charge and Lien upon the Land as provided.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. No building shall be erected, placed or altered on any lot located in the above described Addition until after the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set back lines, by a majority of an Architectural Committee composed of J.W. Mashburn, Richard N. Coyle, and Carter Foree or their duly authorized representative or representatives or successors. In the case of the death or resignation of any member or members of said committee, the Declarant shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plot plan have been submitted to them such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building are not submitted prior to construction, then owner of the Lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the Owner does not object to a particular violation prior to completion or construction. The owner may at any time after completion of construction bring an action requiring the lot owner to comply with all

restrictions herein contained. The Architectural Committee shall be authorized to grant a waiver from any restriction herein contained. The Architectural Committee shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request. A majority of the Architectural Committee may, in its discretion, waive in whole or in part any of the restrictions, provided such waiver is obtained in writing in advance of construction.

Section 2. Fees: No fee shall ever be charged by the Architectural Committee or by the Association 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 practicable, 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 VI 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 in to 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 nonresidential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing therein 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 and Maximum Residence Size.** No residence which contains less than 1,900 square feet nor more than 2,300 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 1,800 square feet.
- (c) **Materials.** A minimum of eighty five percent (85%) of the actual exterior walls of the residential building and attached or detached garage measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors,

windows, and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or other masonry. Notwithstanding the preceding sentence, 100% of the exterior of any fireplace shall be constructed of brick, brick veneer or other masonry.

- (d) **Roof Pitch.** All homes shall have a minimum nine (9)-pitch roof.
- (e) **Roofing Materials.** Roofs will be constructed using composition shingles. Said shingles shall meet the appropriate minimum criteria shown below.

Composition Roofs – All composition roofs shall be constructed using no less than grade A 40 year shingles together with manufactured ridges (Dura ridge, Z Ridge, Timbertex or an equivalent product) and W-Valleys (with a colored baked – on finish). The color of the shingles shall be restricted to the weathered wood color sold by the manufacturer. The shingles shall be Class A fire resistant and Class A wind resistant and must be laminated.

- (f) **Foundations.** All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.
- (g) **Garages.** Every single-family residential site will have a private garage for not less than two (2) cars, but not more than three (3) cars. Garages must be at least two (2) cars wide and may be attached to, detached from or built within a residence.
- (h) **Driveways.** The width of the driveway in so far 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.
- (i) **Address Block.** Each home in GLENHURST – SECTION 2 must have a cast stone “Address Block” placed either on the mailbox or front of the home.
- (j) **Landscaping & Trees.** All builders must provide a least one (1) tree at least two and one-fourth (2 ¼”) inches caliber measured six (6”) inches from the ground level, in the area between the building line and street right-of-way. Corner Lots must have two (2) trees, one (1) on each street. Trees may be either deciduous or evergreen variety. If any tree dies, the property owner must replace it within thirty (30) days or the Declarant may replant the tree(s) and be entitled to reimbursement therefore. The Declarant shall have the right to enter onto the property for the purpose of replanting. If the Declarant is not reimbursed, The Declarant 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 Glenhurst.
- (k) **Building Limit Setbacks.** No residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building setback lines shown on the recorded plat of GLENHURST – SECTION 2, and identified thereon as “B.L.L.”. There shall be a minimum side yard setback of Five (5), feet on one side and Five (5), feet on the other side

provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more, sides of said lots, and in lieu thereof, shall apply to the exterior side boundary line of the actual residential building site used. To ensure compliance with the afore-mentioned side yard setback restrictions as a precaution to any violation thereof, any person, partnership, or corporation building a residential building on any Lot in GLENHURST – SECTION 2 shall build no closer than ten (10) feet (measured from exterior to exterior) to any main residential buildings which might exist or be under construction on the lots adjacent to the lot on which the main residential building is to be placed. Should there be any unintentional violation of building setback lines or side yard building lines, no person, partnership, corporation owning property in GLENHURST – SECTION 2 shall object or protest to the party guilty of said violation seeking a variance from Oklahoma City Board of Adjustment. For the purpose of the covenants (in this paragraph), chimneys, bay windows, eaves, steps, patios, open porches, fences, driveways, or walkways, shall not be considered as a part of the residential building, provided, however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site. Further more, no detached garage or other out building shall be permitted in the easements reserved for utilities and shown on the recorded plat of GLENHURST – SECTION 2.

- (l) **Surface Drainage.** Each lot shall drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and the City of Oklahoma City.

- (m) **Signs, Billboards and Detached Structures.** No signs or billboards will be permitted upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

No Detached Structures shall be allowed on any Lot which (a) does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height.

For the purpose of this restriction, small tool or storage sheds of less than 121 square foot floor area and 6 foot 6 inch ridge height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence. The storage building must be built of the same type building and roofing material that is used in the home. Storage buildings do not have to be bricked.

- (n) **Grading and Excavation.** No building or other structure shall be constructed or maintained upon any Lot, which would in anyway 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.

- (o) **Moving Existing Buildings Onto a Lot Prohibited.** No existing, erected house or Detached Structure may be moved onto any Lot from another location.
- (p) **Construction Period.** Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless the Architectural Committee in writing approves a delay. If a delay of more than ninety (90) days occurs without the Architectural Committee's Consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer an Owner and then the Association) 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.
- (q) **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. If gas is used in the residence then the gas line must be stubbed out within the first third of the home.
- (r) **Sidewalks.** Sidewalks shall be constructed on each Lot. Sidewalks shall be seven foot (7') behind the curb and four foot (4') wide. The homeowner shall be responsible for the maintenance of the sidewalk after any warranties have expired.
- (s) **Mail Boxes.** Mail Boxes shall be constructed of brick or stone and shall be maintained by the homeowner.
- (t) **Access.** Lots One through Ten (1-10), Block Four (4), shall not have access to MacArthur Boulevard.
- (u) **Real Estate Sales, Management and Construction Offices** may with the prior written consent of the Declarant, be erected, maintained and operated on any Lot or in any building structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part or the Property, or of improvements now or hereafter erected thereon and shall be removed upon completion of sales or construction as the case may be.

Section 3. General Restrictions:

- (a) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in GLENHURST – SECTION 2, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Under no conditions shall a Pit Bull dog be kept even temporarily on any lot in GLENHURST – SECTION 2.
- (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 Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance assessments have by then commenced, 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 with respect to other assessments.
- (d) **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.
- (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.** Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from any other lot located in GLENHURST. Any vehicle that is not driven daily may not be parked in the driveway or in front of the residence. If a residence has a two-car garage then it cannot have more than two vehicles parked in the driveway overnight, a residence with a three-car garage can have no more than three vehicles parked in the driveway overnight. Commercial vehicles, except for pickup trucks, are prohibited. 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. Garages may not be converted to any other use.
- (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. Each Owner shall replace any plantings, which have been installed on his lot that may die with equal or like plantings. Each owner shall replace any trees in the street right-of-way, installed by the Declarant or Builder that may die with trees only of the exact

species and caliper measured six (6) inches from the ground level as those originally installed by the Declarant or Builder.

- (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) **Tree houses, Platforms and Antennae.** No tree houses, platforms in trees, play towers or other similar structures, or radio or television antennae shall be Visible from Neighboring Property.
- (l) **Fences.** The Declarant in advance of its installation must approve all fencing of the following types.
 - (a) Public Fence
 - (b) Any fence proposed to extend beyond the front of any building structure.
 - (c) Adjoining Fence
 - (d) Any Fence over Six (6') in height.
 - (e) All fences fronting the street.
 - (f) All corner Lots.
 - (g) Lots One through Six (1-6), Block Six (6) shall not have a Privacy fence along the rear of the Lot. Fencing is encouraged, but must be approved by the Declarant.
- (m) **Easements.** The Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the plat as easements, sewer, and other pipelines, conduits, poles, wires and other methods 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.
- (n) **Satellite Receiving Dishes and other Antennas.** Satellite receiving dishes shall be allowed provided that they are not visible from passing cars or from any other lot located in GLENHURST. Neither shall radio or television antennas are visible from neighboring property. Small DSS Disks can be installed on the fireplace so long as the disk does not protrude above the fireplace Chimney Chase.

- (o) **Basketball Goals.** Permanently installed Basketball goals are not permitted. Basketballs goals if used must be portable and kept in the garage when not in use.

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 Declarant, 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 Declarant shall be conclusive; provided, however, that if the Declarant fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

ARTICLE VII 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. In any suit brought hereunder, the plaintiff(s) shall be entitled to recover reasonable attorneys' fees, together with the costs of the action.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, 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 percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, these restrictions may be amended unilaterally by the Declarant for as long as the Declarant owns any lots provided that such amendment is consistent with the basic plan for development.

Section 4. Additions to Existing Property: Additional lands may become subject to this Declaration in the following manner:

- (a) **Additions in Accordance with a General Plan of Development.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional contiguous properties in future stages of the development, provided that such additions are in accord with a General Plan of Development (herein called "General Plan") prepared prior to the sale of any Lot and made available to every purchaser at the Declarant's or Association's office prior to such sale.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the additional property, which

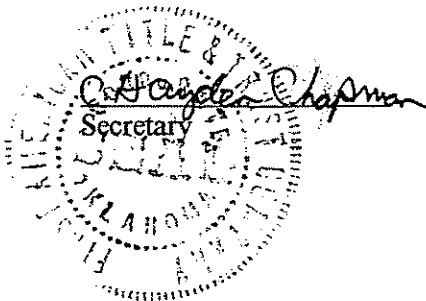
shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties, provided, they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.

- (b) **Other Additions.** Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the Owner of any contiguous property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection 4(a) hereof.
- (c) **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within the Properties.
- (d) **Right to Assign.** The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

In WITNESS WHEREOF, undersigned owner has caused this instrument to be executed at Oklahoma City, Oklahoma on this 5th day of DECEMBER, 2003.

FIRST AMERICAN TITLE & TRUST COMPANY,
A Corporation, Trustee

ATTEST



By Betty J. Cummins
Betty J. Cummins, Vice President

