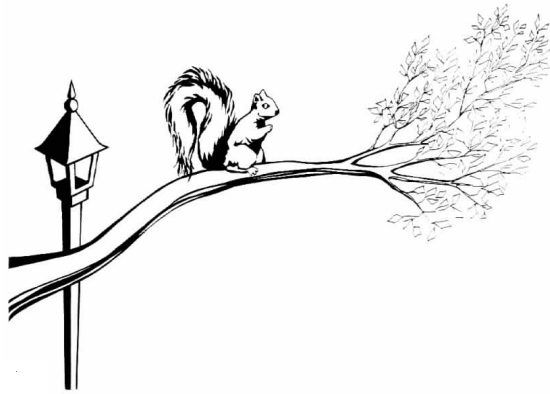


EASTWOOD

Eastwood Sub-Division and
Eastwood Community Association



Developed by
The Eastwood Development Corporation
Of Oklahoma City, Oklahoma

DECLARATION

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Eastwood Community Association
2001

FILED OF RECORD
IN OKLAHOMA COUNTY
OKLAHOMA, JUNE 25, 1971

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR EASTWOOD SECTION ONE ADDITION AND GENERAL
DECLARATION CREATING EASTWOOD COMMUNITY ASSOCIATION.

THIS DECLARATION, made on the date hereinafter set forth by EASTWOOD DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant." Eastwood Section One Addition to the City of Midwest City, Oklahoma County, Oklahoma.

NOW THEREFORE, Declarant hereby declares that all of 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.

The property described above is part of a larger land area owned by EASTWOOD DEVELOPMENT CORPORATION, which is to be developed into the community of EASTWOOD. The development, which is the subject of this DECLARATION, will be known as EASTWOOD SECTION ONE.

This area from which the EASTWOOD development will be created possesses great charm and natural beauty which GRANTOR intends to preserve. Through the use of a planned development there will be created an appealing residential community accessible to shopping and recreational facilities with large open areas, pedestrian malls, and parks. Water areas will provide additional recreational opportunities and will enhance the natural beauty of the development.

It is the purpose of this DECLARATION to provide a means for maintaining, controlling, and preserving the area as a residential community with the amenities desirable for residential living. It is assumed that purchasers of property in EASTWOOD SECTION ONE and other developments within EASTWOOD will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of the DECLARATION. It is to preserve the beauty and appeal of EASTWOOD SECTION ONE and the entire EASTWOOD community for all future owners that this DECLARATION is made, and the intention of said DECLARANT is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

ARTICLE I
DEFINITIONS

SECTION 1.01. "Association" shall mean and refer to EASTWOOD COMMUNITY ASSOCIATION, its successors and assigns.

SECTION 1.02. "Owner" shall mean and refer to the record owner, 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 1.03. "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 1.04. "Recreational and Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Recreational and Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract "A", Block One (1), Tract "B", Block One(1),
Tract "C", Block One (1), Tract "A", Block Two (2),
Tract "A", Block Three (3), a part of Eastwood SECTION One Addition to
the City of Midwest City, Oklahoma County, Oklahoma.

SECTION 1.05. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area. "Corner Lot" shall mean any lot which abuts upon more than one street and/or common area.

SECTION 1.06. "Declarant" shall mean and refer to Eastwood Development Corporation, 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 1.07. "Architect" shall mean a person holding a certificate to practice architecture in the State of Oklahoma.

SECTION 1.08. "Architectural Committee" shall mean the committee created pursuant to 4.01 A and 4.01 B.

SECTION 1.09. "Architectural Committee Rules" shall mean rules adopted by the Architectural Committee pursuant to Article IV, SECTION 4.04.

SECTION 1.10. "Board" shall mean the Board of Directors of the Association.

SECTION 1.11. "By-Laws" shall mean the by-laws of the Association which are or shall be adopted by the Board and such by-laws as may from time to time be amended.

SECTION 1.12. "Committee" shall mean the Architectural Committee.

SECTION 1.13. "Cost of Living Index" shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, all items, as pertains to the Oklahoma City area (1957-59) equals 100, or the successor of such index.

SECTION 1.14. "Declaration" shall mean the EASTWOOD RESTRICTIONS.

SECTION 1.15. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three

persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

SECTION 1.16. “File” shall mean, with reference to any subdivision map, the filing of said map in the Office of the Recorder of the County of Oklahoma, State of Oklahoma.

SECTION 1.17. “Improvements” shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

SECTION 1.18. “Eastwood” shall mean all of the real property referred to in Section 2.01 together with such other real property as may from time to time be annexed thereto pursuant to the provisions of Section 2.02 and Section 2.03.

SECTION 1.19. “Eastwood Restrictions” shall mean the covenants, conditions and restrictions set forth in this Declaration, as it may from time to time be amended or with respect to annexed property, supplemented pursuant to Sections 2.02, 2.03 and 7.01.

SECTION 1.20. “Eastwood Rules” shall mean the rules adopted by the BOARD of the Association, as they may be in effect from time to time pursuant to the provisions of Section 5.06.

SECTION 1.21. “Member” shall mean a person who is a member of the ASSOCIATION.

SECTION 1.22. “Operating Fund” shall mean the fund created for the receipts and disbursements of the ASSOCIATION.

SECTION 1.23. “Party Wall; Party Fence” shall mean a wall or a fence which adjoins or abuts a wall or fence of a residence on a contiguous lot over a longitudinal section of both such wall or fence. A Party Wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface of such wall from the bottom of the foundation over the full length and height of the residence.

SECTION 1.24. “Record; Recorded” shall mean, with respect to any document, the recordation of said document in the Office of the County Recorder of the County of Oklahoma, State of Oklahoma.

SECTION 1.25. “Residence” shall mean a building or buildings, including any garage, carport or similar outbuilding used for residential purposes.

SECTION 1.26. “Single Family Residential Use” shall mean occupation and use of a single family dwelling in conformity with the EASTWOOD RESTRICTIONS and the requirements imposed by applicable zoning laws or other state or municipal rules and regulation.

SECTION 1.27. “Visible From Neighboring Property” shall mean, with respect to any given object that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

SECTION 1.28. “EASTWOOD OR EASTWOOD VILLAGE” shall mean the total development, existing and planned, constructed or to be constructed on a land area of approximately 160 acres being developed by DECLARANT.

SECTION 1.29. “Street” shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the attached plat.

SECTION 1.30. “Building Limit Line” shall mean the line so designated on the attached plat. “Zero Lot Line” shall mean that line where the building limit line, side set back and/or rear set back lines are the same as the lot lines less one (1) inch.

SECTION 1.31. “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

SECTION 1.32. “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 public view.
- (2) “Common Area Fences” shall refer to any fence on a lot which is adjacent to, abuts or borders any Common Area.
- (3) “Association Fences” shall refer to any fence erected or placed on any Common Area.
- (4) “Public Fence” is any fence adjacent to, abutting upon or bordering areas dedicated to the public.
- (5) “Church Property Fences” are any fences on church owned property.

ARTICLE II

PROPERTY SUBJECT TO EASTWOOD RESTRICTIONS

SECTION 2.01. GENERAL DECLARATION CREATING EASTWOOD.

DECLARANT hereby declared that all of the real property located in the County of Oklahoma, State of Oklahoma, described in this document on page one is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the EASTWOOD RESTRICTIONS, meaning the covenants, conditions and restrictions set forth in the DECLARATION. All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the EASTWOOD RESTRICTIONS shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of DECLARANT, the ASSOCIATION, all OWNERS and their successors in interest.

SECTION 2.02. ANNEXATION OF OTHER REAL PROPERTY OWNED BY DECLARANT.

DECLARANT may, at any time, pursuant to the provisions of this Section, annex to EASTWOOD all or any part of any real property now owned or hereafter acquired by DECLARANT provided that such property is within the proximity of EASTWOOD.

A. ANNEXATION PROCEDURE. The annexation of any such property shall become effective when and only when the last of each of the following events occurs;

- (1) A subdivision map shall have been filed with respect to the real property to be annexed if required by law;
- (2) DECLARANT or DEVELOPER shall have recorded a declaration, which may consist of more than one document, and which shall, among other things,

(a) describe the real property which is to be annexed, (b) set forth or refer to such additional covenants, conditions and restrictions applicable to such property as provided in Paragraph D below, (c) declare that such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the EASTWOOD RESTRICTIONS, (d) have attached as an exhibit a map or plat establishing the land use classifications within the area annexed, and (e) state that the provisions of Paragraph B below have been complied with.

B. ASSESSMENT LIMITATION. Prior to the annexation of any such property DECLARANT shall estimate the assessment that would be assessed pursuant to SECTION 6.03 for the first full year following annexation assuming such property were annexed to EASTWOOD. If such estimated regular assessment exceeds the limit set forth in SECTION 6.02 (a) such limit to be determined as if such property were annexed to EASTWOOD but without the addition of any new assessments pursuant to SECTION 6.02D, then such property shall not be annexed unless such annexation has been approved by the vote of OWNERS holding 51% of the residential lots then within EASTWOOD including those lots owned by DECLARANT.

C. EFFECT OF ANNEXATION. Upon any such annexation becoming effective, the property subject thereto shall become and constitute a part of EASTWOOD, and the ASSOCIATION shall have and shall accept and exercise jurisdiction over such property as a part thereof.

D. LAND CLASSIFICATION AND USE. The Declaration made by DECLARANT referred to in Paragraph A above may, with respect to all or any part of the property described in said declaration, provide for any or all of the following:

- (1) Such new land classifications not then provided for in Article III hereof, and such covenants, conditions and restrictions with respect to the use thereof, as the Declarant therein may deem to be appropriated for the development of such property;
- (2) With respect to the land classifications then provided for in Section 3.01, such additional or different covenants, conditions and restrictions with respect to the use thereof as the declarant therein may deem to be appropriate for the development of such property.

E. LIMITATION ON NEW USES AND RESTRICTIONS. In exercising the authority granted in Paragraph D above, the declarant therein shall not impose any new land use classifications or new covenants, conditions and restrictions which are not generally in consonance with existing uses and restrictions applicable to EASTWOOD.

F. INCLUSION OF NEW RESTRICTIONS. EASTWOOD RESTRICTIONS as applicable to such annexed property shall be deemed to include any and all additions and modifications thereto authorized by Subparagraph D (1) and D (2) above and set forth in said declaration.

SECTION 2.03. ANNEXATION OF ADDITIONAL REAL PROPERTY BY OTHERS.

Real property partially or wholly owned by persons other than DECLARANT may be annexed to and become a part of EASTWOOD pursuant to the provisions of this Section.

A. ANNEXATION PROCEDURE. The annexation of any such property shall become effective in accordance with the following procedure:

(1) All persons owning a fee simple interest in the property proposed to be annexed shall execute and acknowledge an offer annexation: (a) describing the subject property, (b) offering annexation, (c) consenting to the application of the EASTWOOD RESTRICTIONS to said property, (d) declaring that said offer of annexation shall be irrevocable for a period of ninety days from the date thereof, (e) showing the land use classifications to be applicable to said property (including a map or plat thereof), (f) setting forth in a declaration attached to the offer such additional or different covenants, conditions and restrictions and land use classifications, if any, which shall be applicable to said property upon annexation and (g) containing such additional information as the BOARD may prescribe. Said offer shall be presented with the annexation fee prescribed by it, which shall not exceed the sum of \$500.00.

(2) Within fifteen days after receipt of any such application for annexation, the BOARD shall call a special meeting of the ASSOCIATION to hear and consider the application for annexation. The OWNERS shall be notified in writing of the date chosen for the meeting, which shall not be sooner than fifteen days after the date of the notice. Such notice shall also be sent to those persons who executed the application for annexation. At such special meeting, the BOARD shall hear and consider the views of any OWNER or other interested person.

(3) AFTER hearing the views of all interested parties and considering the application for annexation, the BOARD shall consider the proposal and, in its absolute discretion, make its determination upon the basis of the compatibility of the proposed annexation with the other portions of EASTWOOD, the potential effect upon existing recreational facilities of use by members in the proposed annexation area, the addition to the budget of the ASSOCIATION required to service the additional area in comparison with the revenues which could be raised by assessment thereof, the compatibility of the restrictions proposed for the annexation area with the development which has occurred in EASTWOOD, and such other matters as the BOARD may deem proper. The action of the BOARD shall be by majority vote.

(4) In the event the BOARD approves the proposed annexation, the matter shall be voted upon by the OWNERS (not including persons who executed the application for annexation). The election shall be held within thirty days after the special meeting and at least ten days' notice thereof shall be given to the OWNERS. A majority of the OWNERS voting in said election shall be sufficient to approve the annexation. In the event the BOARD disapproves of the proposed annexation, the offer shall be deemed withdrawn and shall be of no further effect.

(5) Upon the conclusion of any such election, the BOARD shall give written notice of the result thereof to all OWNERS and to all persons who executed the offer of annexation. If a majority votes against the annexation, the proposed annexation shall be deemed defeated and no portion of the property involved therein shall be made the subject of any subsequent annexation application for a period of one year from the date of such election. If a majority votes in favor of the annexation, the BOARD shall record a certificate setting forth the results of the election together with the original offer of annexation. Upon recordation of said document, the annexation shall become effective.

B. **EFFECT OF ANNEXATION.** Upon any such annexation becoming effective, the property subject thereto shall become and constitute a part of EASTWOOD, and the ASSOCIATION shall have and shall accept and exercise jurisdiction over such property.

SECTION 2.04. PRESUMPTION OF VALID ANNEXATION.

As to any person who in good faith acts or refrains from action in reliance upon the apparent annexation of property pursuant to Section 2.02 or 2.03, as evidenced by the declarations or other documents recorded thereunder, it shall be conclusively presumed that all of the requirements of Section 2.02 and 2.03 have been complied with and that such property is properly annexed to EASTWOOD.

SECTION 2.05. ANNEXATION PLANS.

It is the intention of the DECLARANT to request annexation of all of the residential sections of Section Thirty-three (33), Township Twelve (12) North Range One (1) West, of the Indian Meridian as rapidly as the additional sections are developed.

Annexation
Of Other
Property

SECTION 2.06. FHA/VA APPROVAL.

As long as there is a Class B membership, the following actions will require the prior 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 III

LAND CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

SECTION 3.01. LAND CLASSIFICATIONS.

All land within EASTWOOD SECTION ONE, is divided into the following classifications:

- A. Single Family Areas
- B. Recreational and Common Areas
- C. Church Areas

Permitted
Land Use

When property is annexed to EASTWOOD the use classifications thereof shall be established by the annexation declaration covering said property.

SECTION 3.02. SINGLE FAMILY AREAS: PERMITTED USES AND RESTRICTIONS.

Single Family Areas shall consist of lots and other areas restricted to single-family residential use. Lots within such areas shall be for the exclusive use and benefit of the OWNERS thereof, subject however, to all of the following limitations and restrictions:

A. SINGLE FAMILY USE. Each lot within Single Family Areas shall be improved and used exclusively for single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any lot or in any building except block four (4) which is reserved for church use only. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by OWNER thereof subject to all of the provisions of the EASTWOOD RESTRICTIONS.

B. CONSTRUCTION OF RESIDENCES.

(1) ARCHITECTURAL CONTROL: No building, fence, 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 including building plans with complete elevations, plot plans, landscape plans, and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the DECLARANT. In the event said committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(2) MINIMUM SIZE OF DWELLING. No main residential building shall ever be placed, constructed or altered or erected on any lot in EASTWOOD SECTION ONE ADDITION unless the ground floor area of said one story single family residence, exclusive of one story open porches, breezeways and attached garages is: Not less than 1600 square feet. If said structure is one and ½ or two stories, the ground floor shall contain not less than 1000 square feet and both shall be not less than 2000 square feet. In computing the required square footage the basement, attached porches, and garages shall be excluded. One and one-half and two story houses may be constructed and the minimum square footage requirements may be lessened or waived on any of the such houses provided the Developer has received a completed set of the house plans and has given written approval thereof in advance to the party proposing the construction of the one and on-half or two story house or the reduction in minimum square footage.

(3) “SET BACK” RESTRICTIONS. No buildings, or any part thereof shall ever be located nearer to the park lot lines or nearer to the said street lot line, than the building set back lines shown on the recorded plat of EASTWOOD SECTION ONE ADDITION and identified as “Building Line”. Moreover, no structure except open terraces and open porches without a roof, shall be located nearer than five feet from each side lot line EXCEPT that on lots where the house sets on the lot line on one side, the other side must have a set back of at least ten (10) feet. Provided also, in all houses one, one and one-half and two story that no windows shall be permitted on the zero lot line side in the second story or less than six (6) feet from the ground floor in the first story. Provided, however, that where the whole or parts of two or more adjoining lots are used

for a single building site, then the aforesaid lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof shall apply to the exterior side boundary lines of the actual building site used. A zero lot line less one (1) inch is to be considered the same as a zero lot line.

(4) MATERIALS. The principal exterior of any residence shall be at least seventy (70%) per cent brick, stone or stucco, and thirty (30%) per cent may be of frame, asbestos, shingles, logs or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty (30%) per cent of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved, in advance in writing by the COMMITTEE. Roofs are to be of wood shingles, shakes, clay, tile or stone; any other roofing materials to be used shall be subject to the approval in writing, in advance, or their use by the COMMITTEE. All structures of garages shall be not less than two (2) car type with a minimum of eighteen (18) feet for driveways. Each building structure used as a residence must provide at all times parking space on the owner's premises for two (2) automobiles outside the garage and on a paved surface.

Materials

(5) CONSTRUCTION. No building material of any kind or character shall be placed or stored upon any residential lot until the Owner is ready to commence improvements, and then such materials shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets, or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property. Upon commencement of excavation for construction on 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 construction within a period of time for twelve (12) months will be permitted, unless further extension of time for the completion of said house, etc. is given by the Developer. If not such consent is given the Developer or its designee may, but shall not be obligated to, complete such construction.

Construction
(12 Month
Limit)

(6) PREMISES. No fence, carport, hedges, shrubbery, or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on the park side of the park frontage building set back line as same is shown on the recorded plat of EASTWOOD SECTION ONE ADDITION. Moreover, no fence or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on the park side of the residence or up to the park building set back line on each lot until and unless the type of fence or enclosure has been approved in writing in advance by the aforesaid ARCHITECTURAL COMMITTEE. Any fencing or structure as fencing

facing the street side shall be a minimum of 70% masonry and of a material that is harmonious with the dwelling. Moreover, no fence or enclosure, hedges or shrubbery of any type or nature whatsoever shall be constructed, placed or maintained on the street right-of-way except that Association plantings are permitted. This right-of-way is the area on each lot bounded by the curb at the street and a line drawn toward the interior of each lot and parallel to and 12 feet distant from such curb lines; 14 feet distant from such curb line on lots bordering Chaucer Crescent to Goldsborough Road and on Goldsborough Road. The above areas are in EASTWOOD'S Master Landscape Plan. See Section 3.02 J regarding this plan. Each owner of any lot 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 ground level strip one foot in width parallel and contiguous to said common border to facilitate the mowing of the common area by tractor or other similar mowing machine.

(7) FENCING. All fencing of the following types must be approved by the DECLARANT (or BOARD after total EASTWOOD development is 90% complete), in advance of its installation:

- (a) Common Area Fence;
- (b) Association Fence;
- (c) Public Fence;
- (d) Adjoining Fences;
- (e) Church Property Fences.

All adjoining fences must be set back to least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Developer to be the equivalent of the building structure.

These restrictions may be waived, in whole or in part by the DECLARANT (or BOARD after total EASTWOOD development is 90% complete).

C. MAINTENANCE AND REPAIR OF BUILDINGS. No building or structure upon any lot shall be permitted to fall into disrepair and subject to the requirements of Paragraph D, below, each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. OWNERS shall maintain in good repair both interior and exterior surfaces, including walls, roofs, porches, patios and appurtenances of their residences. Nothing shall be done in or to any residence which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required hereunder. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or neglected to maintain such exterior surfaces in good repair, the BOARD shall give such OWNER notice of his failure to comply with this provision, setting forth the nature of the maintenance or repair required. If upon the expiration of thirty days from the date of such notification, the OWNER fails to remedy such noncompliance, the ASSOCIATION may thereupon cause the maintenance or repairs to be performed and in such event the OWNER shall reimburse the ASSOCIATION for all expenses incurred in connection therewith upon demand. If such expenses are not

promptly paid by the OWNER to the ASSOCIATION, the BOARD shall levy a reimbursement assessment against such OWNER pursuant to Section 6.03 hereof.

D. IMPROVEMENTS AND ALTERATIONS. No improvement, excavation or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by DECLARANT to an OWNER or annexed to EASTWOOD whichever is later, shall be made or done without the prior written approval of the ARCHITECTURAL COMMITTEE. Pursuant to its rulemaking power under Section 4.04, said COMMITTEE shall establish a procedure for the preparation, submission and determination of applications for any alteration or improvement.

E. ANIMALS. No animals or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot within the Single Family Areas and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be visible from neighboring property. Upon the request of any OWNER, the BOARD shall determine, in its sole discretion, whether for the purposes of this Paragraph a particular animal or fowl shall be considered to be a house or yard pet, a nuisance or whether the number of animals or fowl on any lot is reasonable.

F. ANTENNAS. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise without permission of the ARCHITECTURAL COMMITTEE.

G. UTILITY SERVICE. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any lot, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

H. TEMPORARY OCCUPANCY. No trailer, basements of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind, shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be removed immediately after the completion of construction. No miscellaneous structures are allowed on this property without the prior written approval of the Developer. 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 sheds, kennels, pool houses, pergoda, greenhouses, radio or television towers, antennae or aerials, any temporary structure, etc., but only to control the use thereof for the protection of all owners. Renting to roomers or to a second family is prohibited. No house or outbuilding

Temporary
Occupancy

shall be moved to any lot from any other locality, without the prior consent of the Developer. No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without the prior consent of the Developer. 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.

I. TRAILERS, BOATS AND MOTOR VEHICLES. No mobile home, trailer or any kind, permanent tent, or similar structure, and no truck camper or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street within any Single Family Area in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the ARCHITECTURAL COMMITTEE. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever, shall ever be permanently parked, located or otherwise maintained in said plat of EASTWOOD SECTION ONE ADDITION, provided, however, that it is not the intention of this paragraph to exclude temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of the street side of the building limit or setback line of each lot.

J. MAINTENANCE OF LAWNS AND PLANTINGS. Each OWNER shall keep all shrubs, trees, grass and plantings of every kind on his lot, including set back areas and planted areas between the property line and the street curbs, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. The requirements of this paragraph are subject to the provisions of Paragraph S, MAINTENANCE OF INDIGENOUS OAKS. The ASSOCIATION shall have the right at any time to plant, replace, maintain, and cultivate trees or shrubs on each lot within an area of the street right-of-way as described in Section 3.02 B (6). No OWNER shall remove, alter, injure, or interfere in any way with any tree or shrub placed in such area by GRANTOR or the ASSOCIATION without the written consent of the ASSOCIATION having first been obtained. The ASSOCIATION of its authorized agents shall have the right to enter upon any lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such trees or shrubs and shall not be liable for trespass or other damages for so doing.

K. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise, therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for

Nuisances

the security purposes, shall be located, used, or placed on a Single Family Area Lot.

L. TRASH CONTAINERS AND COLLECTION. No garbage cans or refuse containers shall be placed or permitted to remain at the street side of the dwelling or upon the lot within view of the street, or on the common area, except upon those days scheduled for garbage and refuse collection by the City of Midwest City. Subsurface garbage containers shall be permitted if approved by the Architectural Committee. Except on days for collection, said cans or containers shall be kept in a place that is not subject to public view. Garbage cans shall not be visible from neighboring property nor from the street side and shall be concealed by walls that are at least 70% masonry.

Garbage Cans
and
Collections

M. CLOTHES DRYING FACILITIES. Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a walled service yard or otherwise concealed and shall not be visible from neighboring property or from the street. Wall structures must be at least 70% masonry.

Clothes-
Lines

N. RIGHT OF ACCESS AND CONSTRUCTION OVERHANG EASEMENT. Property owners shall have maintenance and construction rights and access to the property which adjoins his on the zero lot line side for five feet on single story dwellings and seven feet on one and one-half story and two story dwellings at reasonable hours. The property owner who is thus required to allow access to his side lot must also provide that gates are provided in any structures or fences on the side lot, and that said gate or gates are not locked during reasonable hours.

Overhang
Easement

O. RIGHT OF ENTRY. During reasonable hours, DECLARANT, and any member of the ARCHITECTURAL COMMITTEE or any member of the BOARD, or any authorized representative of any of them, shall have the right to enter upon and inspect any building, site lot or parcel and the improvements thereon for the purpose of ascertaining whether or not the provisions of the EASTWOOD RESTRICTIONS have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

P. MINERAL EXPLORATION. No property within single family areas shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind. No tank for the storage of oil or other fluid may be maintained about the ground on any of these lots.

Q. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within Single Family Areas except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence in EASTWOOD SECTION ONE ADDITION.

Machinery

R. REMOVAL OF TREES. In order that the natural beauty of EASTWOOD may be preserved, no living tree having a height of six feet or more shall be destroyed or removed from the recreational and common area or from any lot in Single Family Areas after the transfer of such lot or parcel by DECLARANT to an OWNER or the annexation thereof into EASTWOOD, whichever occurs later, without the express written consent of the ARCHITECTURAL COMMITTEE. In

Removal
Of Trees

the event of a violation of this paragraph, the BOARD shall cause such tree to be replaced with another tree. The OWNER of such lot shall reimburse the ASSOCIATION for all expenses incurred by it in performing its obligations under this paragraph, provided, however, that with respect to the replacement of any tree the OWNER shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the ASSOCIATION had it elected to replace the destroyed or removed tree with a tree similar in type or size.

S. MAINTENANCE OF INDIGENOUS OAKS. One of the most appealing natural features of EASTWOOD is the profusion of oak trees indigenous of the area. The preservation of these trees presents certain problems when their natural environment is altered from undisturbed land to a cultivated residential community. To provide for a uniform method of cultivation and maintenance, the BOARD shall make provisions for maintenance service to be rendered to OWNERS whose lots contain one or more indigenous oak trees: (White Oak, (Quercus Alba); Post Oak (Quercus Stellata); Black Jack Oak (Quercus Marlandica); on such terms and in such manner as the BOARD in its judgment deems appropriate.

T. MAINTENANCE OF INDIGENOUS BRUSH GROWTH. One of the added desirable features of EASTWOOD is the presence of very dense brush undergrowth. This undergrowth will be cleared from the lots by the builders. It is not to be cleared from any of the association owned areas except as the Board shall direct. This undergrowth provides privacy, noise barriers and native beauty in the green moss, red-berries, red sumac and varied shades of greenery. The Board will cause to be erected upon such public notices as are desirable to inform the members of this restriction. To provide for retention of this area the Board shall cause to have replanted and cultivated and protected such growth of sumac (Rhus copalline); Sumca (Rhus Glabra); Shin Oak (Quercus Mohriana); and Indian Berry, also known as Indian Currant or Coral Berry or Buckbrush (Symthoricarpos Orbiculatus), as may be destroyed for any reason.

U. DISEASES AND INSECTS. No OWNER shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

V. RESTRICTION ON FURTHER SUBDIVISION. No lot in Single Family Areas shall be further subdivided, rearranged or replatted nor shall any less than all of such lot be conveyed or any easement or other interest given therein without the prior written approval of the DECLARANT or BOARD after total EASTWOOD DEVELOPMENT is 90% complete.

W. SIGNS. No signs whatsoever (including but without limitation commercial, and similar signs), which are visible from neighboring property shall be erected or maintained on any lot within Single Family Areas except:

- (1) Such signs as may be required by legal proceedings.
- (2) Residential identification signs of a combined total face area of seventy-two square inches or less for each lot, and
- (3) Not more than one "for sale" or "for rent" sign having a maximum face area of eight square feet, provided, however, that if at the time of any such desired use, the ASSOCIATION is providing "for sale" or "for rent" signs for the use of OWNERS, the sign provided by the ASSOCIATION must be used.

Limitations
As To Signs

X. EVELOPERS OR DECLARANTS EXEMPTION. Nothing contained in the EASTWOOD RESTRICTIONS shall be construed to prevent the erection or maintenance by DEVELOPER or DECLARANT or their duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of property within Single Family Areas. This exemption shall terminate two years after 95% of the single family lots in EASTWOOD have been sold and conveyed to public purchasers.

SECTION 3.03. SINGLE FAMILY AREAS: PARTY WALLS AND ENCROACHMENTS.

A. PARTY WALLS. The rights and duties of OWNERS with respect to Party Walls or Party Fences shall be as follows:

- (1) The OWNERS of contiguous lots who have a Party Wall or Party Fence shall equally have the right to use such wall or fence, provided that such use does not interfere with use and enjoyment of adjoining lots.
- (2) In the event that any Party Wall or Party Fence is damaged or destroyed through the act of an OWNER or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such OWNER to rebuild and repair the Party Wall or Fence without cost to the adjoining lot OWNER or OWNERS.
- (3) In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining OWNER, his agents, guests or family, it shall be the obligation of all OWNERS whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.
- (4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall or common roof without the prior consent of all OWNERS of any interest therein, whether by way of easement or in fee.
- (5) In the event of a dispute between OWNERS with respect to the repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the cost thereof, such OWNERS shall submit the dispute to the BOARD, the decision of which shall be binding.

B. ENCROACHMENTS. With respect to the encroachments which are inherent in planned developments, there are reserved for the benefit of each lot, and the OWNER thereof, the following easements:

1. A reciprocal easement appurtenant to and over each contiguous lot, including Common Area Lots, for the purpose of accommodating any encroachment of any Party Wall, Party Fence or overhanging structures.
2. A reciprocal easement appurtenant to and over each contiguous lot, including Common Area Lots, for the purpose of accommodating any natural settlement of any structures located on any of said lots.

SECTION 3.04. COMMON AREAS AND RECREATIONAL AREAS: PERMITTED USES, CONSTRUCTION, AND ALTERATION OF IMPROVEMENTS.

As provided in the DECLARATION, Common Areas and Recreational Areas are included in or may be annexed to EASTWOOD or an interest in such Areas

may be conveyed, leased or otherwise transferred to the ASSOCIATION. Common Areas and Recreational Areas shall be held, maintained and used to meet the recreational interests of OWNERS or to enhance their enjoyment of the natural environment of EASTWOOD and for no other purposes. No improvement, excavation or work which in any way alters any Common Area or Recreational Area from its natural or existing state on the date such Common or Recreational Area was transferred to or came under the jurisdiction of the ASSOCIATION shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this Section.

A. LIMITATION ON CONSTRUCTION. No person other than the ASSOCIATION or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation upon any Common Area or Recreational Area.

B. APPLICATION FOR APPROVAL. Except to the extent otherwise provided in Paragraph D below, if the ASSOCIATION proposes to construct, reconstruct or alter the interior or exterior of any improvement located or to be located upon any Common Area or Recreational Area, or if the ASSOCIATION proposes to make or create any excavation or fill, to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover upon any Common Area or Recreational Area, the ASSOCIATION shall submit to the ARCHITECTURAL COMMITTEE for approval two sets of final plans and specifications for any such work in such form and containing such information as the ARCHITECTURAL COMMITTEE may require. The ARCHITECTURAL COMMITTEE shall approve the plans and specifications submitted to it pursuant to this Paragraph only if the following conditions have been satisfied:

(1) If the plans are to construct any new improvement (including any alteration of the exterior appearance of any existing improvement) upon any Common Area or Recreational Area, the ARCHITECTURAL COMMITTEE must find that such improvement is desirable in order to provide or improve access to or enhance the use and enjoyment of such area, or is desirable to protect, support or preserve any property which constitute a part of EASTWOOD.

(2) The ARCHITECTURAL COMMITTEE must also find that the proposed work will not be detrimental to or incompatible with the ideals and purposes of EASTWOOD.

C. METHOD OF APPROVAL. All such approvals shall be in writing. Plans which have been neither approved nor rejected within thirty days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans, as finally approved, shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to any Common Area or Recreational Area conveyed, leased or transferred to it or placed under its jurisdiction:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph C above, (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph E below, or (c) if neither of the foregoing clauses is applicable and if such improvements existed upon such area when it was transferred to or came under the jurisdiction of the ASSOCIATION, then in accordance with the original of such improvements when such area was transferred to the ASSOCIATION.

(2) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion of such area as a road, street, walk, driveway or parking area;

(3) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the ASSOCIATION deems necessary for the conservation of water and soil and for aesthetic purposes; and

(4) Place and maintain upon any such area such signs as the ASSOCIATION may deem appropriate for the proper identification, use, and regulation thereof.

E. DECLARANT PLANS AND SPECIFICATIONS. DECLARANT shall from time to time file with the ARCHITECTURAL COMMITTEE such plans and specifications as it may have in its possession for the purpose of maintaining a permanent record of improvements constructed on any Common Area or Recreational Area.

SECTION 3.05. CHURCH AREA: PERMITTED USE AND RESTRICTIONS.

The church site described as Block Four (4), is restricted to church use only. The area shall be for the exclusive use of the owner thereof, subject, however, to all the following limitations and restrictions:

A. SITE. The site reserved for a church is to be used for one church only.

B. CONSTRUCTION OF CHURCH. The purpose of restrictions as to the construction of the church is to insure that it harmonizes with the master plan for EASTWOOD.

(1) ARCHITECTURAL CONTROL. Item 3.02 B (1) in these restrictions shall specifically apply to church buildings to be erected as well as residential buildings and the ARCHITECTURAL COMMITTEE approval is necessary. Approval of building plans for the church will require that a church "Master Plan" for development of the entire church area have been submitted for and approved previously by the ARCHITECTURAL COMMITTEE.

(2) MATERIALS. Item 3.02 B (4) in these restrictions shall specifically apply to church buildings to be erected.

(3) CONSTRUCTION. Item 3.02 B (5) in these restrictions shall specifically apply to church buildings to be erected except that a 24-month construction period is permitted.

- (4) FENCES. Item 3.02 B (7) in these restrictions shall specifically apply to the church area except that any fencing on the church premises which is visible from the street or from neighboring property must be at least 70% masonry.
- (5) UTILITY SERVICE. Item 3.02 G in these restrictions shall specifically apply to the church area premises.
- (6) TEMPORARY OCCUPANCY. Item 3.02 H in these restrictions as applied to the church use shall specifically apply to the church area.
- (7) TRAILERS, BOATS AND MOTOR VEHICLES. Item 3.02 I in these restrictions as applied to the church area shall specifically apply to the church use.
- (8) MAINTENANCE OF LAWNS AND PLANTINGS. Item 3.02 J in these restrictions shall specifically apply to the church area except that the area fronting on E. Reno in which the ASSOCIATION may make plantings and cultivate them shall extend over an area bounded by the curb at the street (edge of pavement until E. Reno widening and curbing is completed) and a line drawn toward the interior of the church site and parallel to and 30 feet distant from such curb (or pavement's edge) line.
- (9) NUISANCES. Item 3.02 K in these restrictions shall specifically apply to the church area.
- (10) RIGHT OF ENTRY. Item 3.02 O in these restrictions shall specifically apply to the church area.
- (11) REMOVAL AND MAINTENANCE OF OAKS. Item 3.02 R and 3.02 S in these restrictions shall specifically apply to the church area.
- (12) DISEASES AND INSECTS. Item 3.02 U in these restrictions shall specifically apply to the church area.
- (13) RESTRICTIONS ON FURTHER SUB DIVISION. No part of the area shown on the plat and on the master plan as church site shall be further subdivided.
- (14) SIGNS. Any sign shall be of a permanent nature and with not less than 75% masonry exclusive of glass or plastic area and must be approved by the ARCHITECTURAL COMMITTEE prior to erection, in writing.

ARTICLE IV

ARCHITECTURAL COMMITTEE

SECTION 4.01 ORGANIZATION, POWER OF APPOINTMENT, AND REMOVAL OF MEMBERS.

There shall be an ARCHITECTURAL COMMITTEE, ORGANIZED as follows:

A. COMMITTEE COMPOSITION. The ARCHITECTURAL COMMITTEE shall consist of three persons. At least one shall be an architect who shall be designated the architect member. No other COMMITTEE member shall be required to meet any qualifications for membership. However, of the regular and alternate members not more than two shall at the same time be members of the BOARD.

B. ALTERNATE MEMBERS. There shall also be one alternate architect member and one alternate general member who may be designated by the COMMITTEE to act as member who may be designated by the COMMITTEE to

act as substitutes for their counterparts on the COMMITTEE in the event of absence or disability.

C. APPOINTMENT AND REMOVAL. Until such time as DECLARANT owns less than 10% of the property within EASTWOOD'S total area, the right to appoint and remove all members and alternate members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in DECLARANT unless prior to said time DECLARANT records a declaration waiving its rights hereunder. When DECLARANT waives or no longer has the right to appoint and remove the members of the COMMITTEE, said right shall be vested solely in the ASSOCIATION: provided, however, that no member or alternate member may be removed from the ARCHITECTURAL COMMITTEE except by the vote or written consent of three-fourths of all of the members of the BOARD. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternate member replaced or removed from the ARCHITECTURAL COMMITTEE.

D. RESIGNATIONS. Any member or alternate member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE upon written notice delivered to DECLARANT or to the BOARD, whichever then has the right to appoint members.

E. VACANCIES. Vacancies on the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the DECLARANT or the ASSOCIATION, whichever then has the power to appoint members.

SECTION 4.02. DUTIES.

It shall be the duty of the ARCHITECTURAL COMMITTEE to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt ARCHITECTURAL COMMITTEE RULES, to perform other duties delegated to it by the ASSOCIATION, and to carry out all other duties imposed upon it by the EASTWOOD RESTRICTIONS.

SECTION 4.03. MEETINGS AND COMPENSATION.

The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary properly to perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the COMMITTEE unless the unanimous decision of its members is otherwise required by the EASTWOOD RESTRICTIONS. The COMMITTEE shall keep and maintain a record of all actions taken by it at all such meetings or otherwise. Members of the ARCHITECTURAL COMMITTEE shall receive such compensation for services rendered as may be fixed by the BOARD; provided, however, that no BOARD member who is also a member of the ARCHITECTURAL COMMITTEE shall participate in determining such compensation. All members shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any ARCHITECTURAL COMMITTEE function.

SECTION 4.04. ARCHITECTURAL COMMITTEE RULES.

The ARCHITECTURAL COMMITTEE may, from time to time, and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules, and regulations, to be known as "ARCHITECTURAL COMMITTEE RULES." Said RULES shall

Duties, Pay and
Rules Of The
Architectural
Committee

interpret and implement the provisions herein by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, materials, maintenance and repairs and similar features which are recommended for use in EASTWOOD.

SECTION 4.05. WAIVER.

The approval of the ARCHITECTURAL COMMITTEE of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the ARCHITECTURAL COMMITTEE under the EASTWOOD RESTRICTIONS, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

SECTION 4.06. ESTOPPEL CERTIFICATE.

Within thirty days after written demand is delivered to the ARCHITECTURAL COMMITTEE by any OWNER, and upon payment to the ASSOCIATION of a reasonable fee (as fixed from time to time by the ASSOCIATION), the ARCHITECTURAL COMMITTEE shall record an estoppel certificate, executed by any two of its members, certifying (with respect to any lot of a said OWNER) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with the EASTWOOD RESTRICTIONS, or (b) such improvements or work do not so comply in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such non-compliance. Any purchases from the OWNER, or from anyone deriving any interest in said lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the ASSOCIATION, DECLARANT and all OWNERS and such persons deriving any interest through them.

SECTION 4.07. LIABILITY.

Neither the ARCHITECTURAL COMMITTEE nor any member thereof shall be liable to the ASSOCIATION or to any OWNER for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within EASTWOOD, or (d) the execution and filing of an estoppel certificate pursuant to Section 4.06, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the ARCHITECTURAL COMMITTEE, or any member thereof, may, but is not required to, consult with or hear the views of the ASSOCIATION or any OWNER with respect to any plans, drawings, specifications or any other proposal submitted to the ARCHITECTURAL COMMITTEE.

ARTICLE V

EASTWOOD COMMUNITY ASSOCIATION

SECTION 5.01. ORGANIZATION AND MEMBERSHIP.

A. The ASSOCIATION. The ASSOCIATION is a nonprofit membership corporation charged with the duties and invested with the powers set forth herein. It was created by the ARTICLES, and its affairs shall be governed by the ARTICLES and BY-LAWS which shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the EASTWOOD RESTRICTIONS.

B. SUCCESSOR ASSOCIATION. In the event that the ASSOCIATION as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all the rights and duties of the ASSOCIATION hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of Oklahoma and, to the extent not inconsistent therewith, by the Articles and By-Laws as if they were created for the purpose of governing the affairs of an unincorporated association.

SECTION 5.02. MEMBERSHIP AND VOTING RIGHTS.

A. OWNER MEMBERS. 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.

B. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which will be appurtenant to and shall pass with the title to 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 right of use of the recreational facilities by an OWNER for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 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 purpose and subject to such conditions as may be agreed to by the members.
- No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

C. 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.

D. RIGHTS UPON DISSOLUTIONS. In the event of the dissolution of the ASSOCIATION and the formation of an unincorporated association, as provided in Paragraph B of Section 5.02, each member of the unincorporated association shall have an underlying beneficial interest in all of the ASSOCIATIONS'S property transferred to or for the account or benefit of the unincorporated association, such interest being in direct proportion to the number of lots owned by such member;

Perpetuity
Of The
Association

provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

SECTION 5.03. CLASSES OF MEMBERS AND NUMBER OF VOTES.

A. CLASSES. The ASSOCIATION shall have two (2) classes of voting membership.

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 for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the DECLARANT and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

B. JOINT OWNER DISPUTES. The vote for each lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint OWNERS are unable to agree among themselves as to how their votes or vote shall be cast, they shall lose their right to vote on the matter in question. If any OWNER or OWNERS cast a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of any other OWNERS of the same lot.

C. CUMULATIVE VOTING. Every OWNER entitled to vote at any election of the members of the BOARD may cumulate his votes and give one candidate or divide among the candidates a number of votes equal to the number of directors to be elected multiplied by the number of lots owned by the OWNER.

D. TRANSFER OF VOTING RIGHT. The right of vote may not be severed or separated from the lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such lot to a new OWNER or OWNERS shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

SECTION 5.04. DUTIES OF THE ASSOCIATION.

The ASSOCIATION shall have the obligation and duty, subject to and in accordance with the EASTWOOD RESTRICTIONS, to do and perform the following for the benefit of the OWNERS and for the maintenance and improvement of EASTWOOD.

A. ANNEXED PROPERTY. To accept as part of EASTWOOD all property annexed to EASTWOOD and to accept all OWNERS as members of the ASSOCIATION.

B. COMMON AND RECREATIONAL AREAS. To accept all Common Areas and Recreational Areas or any undivided interest therein conveyed, leased or otherwise transferred to it at any time by DECLARANT, DEVELOPER or by any other person or organization, pursuant to the terms of the EASTWOOD RESTRICTIONS, whether or not such areas are within EASTWOOD.

Duties
Of The
Association

C. TITLE TO PROPERTY UPON DISSOLUTION. Immediately prior to any dissolution of the ASSOCIATION as a corporate entity the ASSOCIATION shall convey all real property vested in it to a Trust Company or to any other independent corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to Paragraph B of Section 5.01 and for the benefit of the OWNERS pursuant to the terms hereof and the ARTICLES and BY-LAWS.

D. OPERATION OF COMMON AND RECREATIONAL AREAS. To operate and maintain, or provide for the operation and maintenance of, Common Areas and Recreational Areas, if any are conveyed, leased or otherwise transferred to it, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

E. ENTRY FOR MAINTENANCE PURPOSES. To enter upon and maintain, or provide for the maintenance of any structure or improvement on any lot in the Single Family Areas which is not maintained by the OWNER responsible therefore in accordance with the requirements of the EASTWOOD RESTRICTIONS.

F. PAYMENT OF TAXES. To pay all real property taxes and assessments levied upon any portion of any property conveyed, leased or otherwise transferred to the ASSOCIATION, to the extent not assessed to the OWNERS. Such taxes and assessments may be contested or compromised by the ASSOCIATION; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

G. PUBLIC SERVICE. To contract for or provide (to the extent adequate services are not provided by a public authority) maintenance and such other services, facilities and maintenance of a public or quasi-public nature as may be deemed necessary or desirable for the effectuation of the purposes of the EASTWOOD RESTRICTIONS. In connection with the provision of such facilities and services, the ASSOCIATION may contract with or assign its duties to any public authority, governmental body, or special district.

H. INSURANCE. To obtain and maintain in force the following policies of insurance:

- (1) Fire and extended coverage insurance on all improvements under the control of the ASSOCIATION, the amount of such insurance to be not less than ninety percent of the aggregate full insurable value, meaning actual replacement value exclusive of the cost of excavations, foundations and footings;
- (2) Bodily injury liability insurance with limits of not less than \$100,000 per person and \$300,000 per occurrence, and property damage liability insurance with a deductible of not more than \$1,500 and a limit of not less than \$500,000 per accident, insuring against liability for bodily injury and property damage, and fire legal liability arising from the activities of the ASSOCIATION or with respect to property under its jurisdiction.
- (3) Such faithful performance and fidelity bonds as are required to insure the ASSOCIATION against any loss from malfeasance or dishonesty of any

Insurance
To Protect
Association

employee or other person charged with the management or possession of any ASSOCIATION funds or other property; and
(4) Such other insurance, including indemnity and other bonds, as the ASSOCIATION shall deem necessary or expedient to carry out its functions as set forth in this DECLARATION, the ARTICLES, and the BY-LAWS. The ASSOCIATION may, in its sole discretion, obtain and maintain fire and extended coverage insurance on individual residences of OWNERS and their mortgages as their interests may appear, which policies of insurance shall contain a loss payable endorsement in favor of the mortgagee of each residence so insured; provided, however, that the ASSOCIATION may require each OWNER to obtain a separate such policy.

The liability insurance referred to above shall name as separately protected insureds DECLARANT, ASSOCIATION, BOARD, the ARCHITECTURAL COMMITTEE and their representatives, members and employees, and the OWNERS (as a class), with respect to any liability arising out of the maintenance and use of any Common Areas or Recreational Areas if any are under the jurisdiction of the ASSOCIATION. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies; provided, however, that such policy or policies shall not require the insurers to pay any amount in excess of the maximum limits stated therein. Every policy of insurance obtained by the ASSOCIATION, whether or not required to be obtained pursuant to the provisions of these RESTRICTIONS, shall expressly waive any and all rights of subrogation against DECLARANT, their representatives and employees, and all OWNERS.

I. RULE MAKING. To make, establish, promulgate, amend, and repeal the EASTWOOD RULES as provided in Section 5.06.

J. ARCHITECTURAL COMMITTEE. To appoint and remove members of the ARCHITECTURAL COMMITTEE subject to the limitations of Section 4.01, and to insure at all reasonable times there is available a duly constituted and appointed ARCHITECTURAL COMMITTEE.

K. ENFORCEMENT OF RESTRICTIONS AND RULES. To take such other action, whether or not expressly authorized by the EASTWOOD RESTRICTIONS, as may be reasonably necessary to enforce the covenants, conditions, and restrictions of the EASTWOOD RESTRICTIONS, the EASTWOOD RULES and the ARCHITECTURAL COMMITTEE RULES.

L. OTHER. To carry out the duties of the ASSOCIATION set forth in other sections of the DECLARATION, the ARTICLES, and the BY-LAWS.

SECTION 5.05. POWERS AND AUTHORITY OF THE ASSOCIATION.

The ASSOCIATION shall have all of the powers of a non-profit corporation organized under the laws of the State of Oklahoma in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the ARTICLES, the BY-LAWS and the EASTWOOD RESTRICTIONS. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under and by virtue of said RESTRICTIONS, and to do and perform any and all acts

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Of The
Association

which may be necessary or proper for or incidental to the exercise of any of the express powers of the ASSOCIATION or for the peace, health, comfort, safety or general welfare of the OWNERS. Without in any limiting the generality of the foregoing the ASSOCIATION shall have the power and authority at any time:

A. RECREATIONAL FEES. To charge such fees for the use of recreational facilities as the BOARD may deem necessary or desirable.

B. RIGHT OF ENTRY AND ENFORCEMENT. To enter upon any lot in a Single Family Area, without liability to any OWNER, for the purpose of enforcing any of the provisions of the EASTWOOD RESTRICTIONS, or for the purpose of maintaining and repairing any such area if for any reason whatsoever the OWNER thereof fails to maintain and repair such area as required by said RESTRICTIONS. The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf or on the behalf of any OWNER or OWNERS who consent thereto, to commence and maintain actions and suites to restrain and enjoin any breach or threatened breach of the EASTWOOD RESTRICTIONS and to enforce, by mandatory injunction or otherwise, all of the provisions of said RESTRICTIONS.

C. EASEMENTS AND RIGHTS OF WAY. To grant and convey to any third party easements, rights of way, parcels or strips of land, in, on, over or under any Common Areas or Recreational Area conveyed, leased or otherwise transferred to it or under its jurisdiction, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder, (1) roads, streets, walks, driveways, parkways and park areas, (2) underground wires and conduits or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes, (3) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and (4) any similar public or quasi-public improvements or facilities.

Authority
Of The
Association

(1) Subject to the reservations in favor of the owner hereinbelow, easements for public utility installations and maintenance are hereby reserved across the street side of certain lots and along the side of certain lots and as designated in other places, in accordance with the designations "Utility Easement" (U/E) or "Drainage Easement" (D/E) all as shown upon the above mentioned recorded plat of EASTWOOD SECTION ONE ADDITION. The owner specifically reserves the right at any time hereafter to amend, extinguish or vacate the aforesaid utility easements and rights of ways as to all or any portion of the above described property insofar as such utility easements and rights of ways are not actually in use.

D. EMPLOYMENT OF AGENTS. To employ the service of a manager or other employees to manage and carry out the affairs of the ASSOCIATION, and, to the extent not inconsistent with the laws of the State of Oklahoma and upon such conditions as are otherwise deemed advisable by the ASSOCIATION, to delegate to the manager any of its power.

SECTION 5.06. THE EASTWOOD RULES.

A. RULEMAKING POWER. The ASSOCIATION may, from time to time and subject to the provisions of the EASTWOOD RESTRICTIONS adopt, amend and repeal rules and regulations, to be known as the "EASTWOOD RULES",

Rules of the
Association

governing, among other things, use of any Common Areas or Recreational Areas by any OWNER, by the family of such OWNER, or by any invitee, licensee or lessee of such OWNER, provided, however, that with respect to use of such Areas the RULES may not discriminate among OWNERS. Said RULES may also include parking restrictions and limitations upon vehicular travel, restrictions on the type or types of vehicles which may be permitted to use Common and Recreational Areas, and restrictions on the maintenance of landscaping or other improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic.

B. RECORDATION OF RULES. A copy of said RULES, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each OWNER and may be recorded. Upon such recordation said RULES shall have the same force and effect as if they were set forth in and were a part of the EASTWOOD RESTRICTIONS.

SECTION 5.07. LIABILITY OF MEMBERS OF BOARD.

No member of the BOARD shall be personally liable to any OWNER or to any other person, including DECLARANT for any error or omission of the ASSOCIATION, its representatives and employees, or the ARCHITECTURAL COMMITTEE, provided that such member has, upon the basis of such information as may be possessed by him, acted in good faith.

ARTICLE VI
FUNDS AND ASSESSMENTS

SECTION 6.01. OPERATING FUND.

There shall be an operating fund, into which the ASSOCIATION shall deposit all monies paid to it as

- A. Operating and maintenance assessments;
- B. Special assessments;
- C. Miscellaneous fees; and
- D. Income and profits attributable to the operating fund, and from which the ASSOCIATION shall make disbursements in performing the functions for which the foregoing assessments are levied.

SECTION 6.02. REGULAR AND ADDITIONAL ASSESSMENT.

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, and of the homes situated upon the Properties.

A. REGULAR ASSESSMENTS. At least thirty days prior to the commencement of each fiscal year the BOARD shall estimate the costs and expenses to be incurred by the ASSOCIATION during such fiscal year in performing its functions under the EASTWOOD RESTRICTIONS (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to operating and maintenances assessments for the prior fiscal year. The sum or net estimate so determined shall be assessed to the OWNERS as an operation and maintenance assessment by dividing the total estimate by the total number of single

Funds and
Assessments
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Association

family residential lots in EASTWOOD and assessing the resulting amount to the OWNER of each lot.

B. ADDITIONAL ASSESSMENTS. If at any time during any fiscal year the maintenance and assessment proves inadequate for any reason, including nonpayment of any OWNERS share thereof, the BOARD may levy a further assessment in the amount of such actual or estimated inadequacy, which amount shall be assessed to the OWNERS individually in the manner set forth in Paragraph A above.

C. LIMITATIONS ON REGULAR AND ADDITIONAL ASSESSMENTS. Until January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be sixty (\$60.00) dollars per lot.

(1) From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment maybe increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1, of the year immediately following the conveyance of the first lot to an OWNER, the maximum annual assessment may be increased above 3% by a vote of fifty-one (51%) per cent of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the 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 6.03. REIMBURSEMENT ASSESSMENT.

The BOARD shall levy an assessment against any OWNER as a result of whose failure to comply with the EASTWOOD RESTRICTIONS, the EASTWOOD RULES or the ARCHITECTURAL COMMITTEE RULES, monies were expended by the ASSOCIATION from the operating fund in performing its function under the EASTWOOD RESTRICTIONS. Such assessments shall be for the purpose of reimbursing the ASSOCIATION, shall be limited to the amount so expended and shall be due and payable to the ASSOCIATION when levied.

SECTION 6.04. ENFORCEMENT OF ASSESSMENTS.

Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the OWNER or OWNERS against whom the same is assessed. In the event of a default in payment of any such assessment and in addition to any other remedies herein or by law provided, the ASSOCIATION may enforce each such obligation by either or both of the following procedures:

Limitations
As To
Association
Assessments

Enforcement
of the
Association
Assessments

A. ENFORCEMENT BY SUIT. The ASSOCIATION may bring a suit at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting OWNER. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. ENFORCEMENT BY LIEN. At any time within ninety days after the occurrence of any such default, the ASSOCIATION may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten days after delivery of such notice, the ASSOCIATION may elect to file a claim of lien against the lot of such delinquent OWNER. Such claim of lien shall state:

- (1) The name of the delinquent OWNER;
- (2) The legal description and street address of the lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper off-set allowed);
- (4) That the claim of lien is made by the ASSOCIATION pursuant to the terms of the EASTWOOD RESTRICTION; and
- (5) That a lien is claimed against the lot in an amount equal to the amount of the stated delinquency.

Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County in which the lot is located, the lien claimed therein shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court of in the manner provided by law as set forth in the laws of the State of Oklahoma as the same may be amended. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is in the manner provided by law the ASSOCIATION shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the same is conducted.

C. ASSESSMENT CERTIFICATE. A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged by one of them shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot (or the fact that all assessments due are paid if such is the case) within ten days after demand therefore and upon payment of a reasonable fee not to exceed Ten Dollars.

SECTION 6.05. AMENDMENTS.

NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 6.02C AND 6.02D. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.02C and 6.02D shall be sent to all members not less than thirty days nor more than sixty days in advance of

Enforcement
of the
Association
Assessments

Assessments

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 sixty days following the preceding meeting.

SECTION 6.06. UNIFORM RATE OF ASSESSMENT.

Both annual and special assessments must be fixed at a uniform rate for all lots. The assessment shall be \$1.00 per month per lot until the building permit is issued.

SECTION 6.07. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. 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 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 certificate signed by an officer of the ASSOCIATION setting forth whether the assessments on a specified lot have been paid.

SECTION 6.08. 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 ten (10%) percent 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 waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

SECTION 6.09. SUBORDINATION OF THE LIEN TO MORTGAGEE.

To 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 of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become 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, provided that if the Plaintiff at the foreclosure sale or its nominee shall acquire the title, then any assessment thereafter levied shall not attach until said purchaser has sold said property to a third party.

“Mortgage
Fore-
Closures”

SECTION 6.10. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Areas; and

C. All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessments.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.01. AMENDMENT AND DURATION.

The covenants and restriction 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) years period by an instrument signed by not less than ninety (90%) per cent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the lot owners. Any amendment must be recorded.

SECTION 7.02. ENFORCEMENT AND NON-WAIVER.

A. **RIGHT OF ENFORCEMENT.** Should the owner and/or tenant of any lot or lots in EASTWOOD SECTION ONE 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, EASTWOOD COMMUNITY ASSOCIATION or any lot owner of EASTWOOD SECTION ONE ADDITION may institute legal proceedings to enjoin, abate or correct such violation or violations and the owner of the lot and lots permitting the violation of such restrictions or conditions shall pay all attorney 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 attorney fees to be fixed by court and it is further agreed that the amount of said attorney 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 the date legal proceedings are originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

B. **VIOLATIONS AND NUISANCE.** Every act or omission whereby a covenant, condition or restriction of the EASTWOOD RESTRICTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by DECLARANT, the ASSOCIATION or an OWNER or OWNERS. However, any other provision to the contrary notwithstanding, only DECLARANT or the BOARD, or their duly authorized agents, may enforce by self-help any covenant, condition or restriction herein set forth.

C. **VIOLATION OF LAW.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within EASTWOOD is hereby declared to be a violation of EASTWOOD RESTRICTIONS and subject to any or all of the enforcement procedures herein set forth.

D. **REMEDIES CUMULATIVE.** Each remedy provided by the EASTWOOD RESTRICTIONS is cumulative and not exclusive.

General
Provisions
Of
Declaration

E. SEVERABILITY OR NON-WAIVER. The failure to enforce the provisions of any covenant, condition or restriction contained in the EASTWOOD RESTRICTIONS shall not constitute a waiver of any right to enforce any such provision or any other provisions of said RESTRICTIONS.

SECTION 7.03. TRANSFER OF COMMON OR RECREATIONAL AREAS.

A. TRANSFER. At any time DECLARANT or DEVELOPER may convey, lease or otherwise transfer to the ASSOCIATION, and the ASSOCIATION must accept, Recreational Areas or Common Areas, subject to any or all of the following:

- (1) The lien of property taxes and assessments not delinquent;
- (2) Such easements and rights of way on over or under all or any part thereof as may be reserved to DECLARANT or granted to any OWNER or other person;
- (3) Such easements and rights of way on, over or under all or any part thereof as may be reserved to DECLARANT for maintenance or improvement of any Recreational Area or Common Area, or for maintenance of real property contiguous to such areas;
- (4) Such easements and rights of way on, over or under all or any part thereof as may be reserved to GRANTOR or DEVELOPER or granted to or for the benefit of any person, governmental entity, private or public corporation or other organization or any lot, for the purpose of constructing, erecting, operating and maintaining thereon, therein and thereunder, at that time or at any time in the future;
 - (a) roads, streets, walks, driveways, parkways and park areas;
 - (b) underground wires, conduits and other necessary attachments for the transmission of electricity for lighting, heating, power, telephone, television, and other purposes;
 - (c) public sewers, sewage disposal systems, storm water drains, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith;
 - (d) any other public or quasi-public facility or improvement deemed by DECLARANT to be necessary or desirable for the comfort, convenience, or safety of the residents of EASTWOOD.
- (5) The obligation imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Oklahoma or any other political subdivision or public organization having jurisdiction over such property; and
- (6) Any other lien, encumbrance (including deeds of trust) or defect of title of any kind whatsoever which would not materially prejudice the OWNERS in their use and enjoyment of such property.

B. COMMON AND RECREATIONAL AREAS PRIOR TO TRANSFER.

Prior to the time that any real property constituting a part of EASTWOOD which is owned by DECLARANT and designated Recreational Area or Common Area is transferred to the ASSOCIATION by DECLARANT, DECLARANT shall be obligated to maintain such real property and OWNERS shall have a license to use

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Transfer Of
Land To The
Association

such property but only to the extent that such obligation would exist and such use would be permitted if such property had been transferred to the ASSOCIATION.

SECTION 7.04. CONDEMNATION OF COMMON OR RECREATIONAL AREAS.

If at any time all or any portion of Recreational Area or Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain the entire award in condemnation shall be paid to the holder or holders of the fee title to such areas as their interests may appear. Any such award to the ASSOCIATION shall be deposited into the operating fund. No OWNER shall be entitled to any portion of such award, and no OWNER shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the ASSOCIATION or other holder of the fee title which shall, in its name alone, represent the interests of all OWNERS to the extent such OWNERS have any interest.

SECTION 7.05. OBLIGATIONS OF OWNERS.

No OWNER may avoid the burdens or obligations imposed on him by the EASTWOOD RESTRICTIONS through non-use of any Common or Recreational Area or by abandonment of his lot. Upon the conveyance, sale, assignment or other transfer of a lot to a new OWNER, the transferring OWNER shall not be liable for any assessments levied with respect to such lot after the date of such transfer, and no person, after the termination of his status as an OWNER and prior to his again becoming an OWNER, shall incur any of the obligations or enjoy any of the benefits of an OWNER under the EASTWOOD RESTRICTIONS.

SECTION 7.06. DELIVERY OF NOTICES AND DOCUMENTS.

Any notice or other document relating to or required by the EASTWOOD RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows: if to the ASSOCIATION, 200 Penn Square Bank Building, Oklahoma City, Oklahoma; if to the ARCHITECTURAL COMMITTEE, at Post Office Box 10596, Midwest City, Oklahoma, provided, however, that such address may be changed by the ASSOCIATION by recording a notice of change of address, and by an OWNER, the ARCHITECTURAL COMMITTEE or DECLARANT by notice in writing delivered to the ASSOCIATION.

SECTION 7.07. CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL: TITLES.

A. **RESTRICTIONS CONSTRUED TOGETHER.** All of the covenants, conditions, and restrictions of the EASTWOOD RESTRICTIONS shall be liberally construed together to promote and effectuate the fundamental concepts of EASTWOOD, as set forth in the preamble of this Declaration.

B. **RESTRICTIONS SEVERABLE.** Notwithstanding the provisions of Paragraph A above, the covenants, conditions and restrictions of the EASTWOOD RESTRICTIONS shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Obligations
Of Owners
In The
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Delivery Of
Notices
From
EASTWOOD

Explanation
Of Wordings

SINGLE FAMILY AREAS:

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Lots	1	through	14	inclusive, Blk. 2
Lots	1	through	4	inclusive, Blk. 3

RECREATIONAL AND COMMON AREAS:

TRACTS	A, B, & C.	Block 1
TRACT	A	Block 2
TRACT	A	Block 3

CHURCH AREA:

ALL OF BLOCK 4

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