



# ***WITT DEVELOPERS, LLC***

P.O. BOX 552, WHEATLAND, OK 73097

(405) 745-9488

**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND PROVISIONS FOR  
FUTURE HOMEOWNER'S ASSOCIATION  
FOR THE PLAT OF  
WINDS WEST VI**

## TABLE OF CONTENTS

ARTICLE I	Definitions
ARTICLE II	Property subject to this declaration
ARTICLE III	Minimum Square Footage Requirement
ARTICLE IV	Building Restrictions
Section 1:	Participating Builders
Section 2: Etc.	Direction of Residences, Clotheslines, and
Section 3:	Business Activity
Section 4:	Outbuildings
Section 5:	Mailboxes
Section 6: Buildings	Motor Homes, Campers, Trailers, and
Section 7:	Garages
Section 8:	Exterior Materials
Section 9:	Livestock and Animals
Section 10:	Trash and Refuse
Section 11:	Easements
Section 12:	Fences or Retaining Walls

Section 13:	Invalidity of Covenants by Judgments
ARTICLE V	Architecture
Section 1: Construction	Commencement and Approval of
Section 2:	Roofs
ARTICLE VI	Signs, Billboards, and Misc Structures
Section 1:	Commercial Signs and Billboards
Section 2:	Parking
ARTICLE VII	Winds West VI Homeowners Association
Section 1:	Formation of Association
Section 2:	Council of Directors
Section 3:	Qualifications for Membership
Section 4:	Transfer of Membership
Section 5:	Annual and Special Meetings
Section 6:	Books and Records
Section 7:	Transition Date
ARTICLE VIII	Authority of the Council
Section 1:	Adoption of Rules and Regulations
Section 2:	Enforcement of Declarations

Section 3:	Goods and Services
Section 4:	Protection of Common Areas
ARTICLE IX	Budget and Assessment for Common Areas
Section 1:	Fiscal Year
Section 2:	First Annual Assessment
Section 3:	Certificate of Unpaid Assessments
Section 4:	Commencement of Annual Assessments
Section 5:	Initial Assessments and Budget
ARTICLE X	Lien and Collection of Assessments
Section 1:	Assessments are a Lien Priority
Section 2:	Foreclosure of Lien
Section 3:	Assessments are Personal Obligations
Section 4:	Late Charges & Interest of Delinquent Assessment
Section 5:	Recovery of Attorney's Fees & Costs
Section 6:	Remedies Cumulative
Section 7:	No Avoidance of Assessments
ARTICLE XI	Failure of Council to Insist in Strict performance, No Waiver
ARTICLE XII	Limitation of Liability

ARTICLE XIII	Indemnification
ARTICLE XIV	Insurance
ARTICLE XV	Damage and Repair of Damage to Property
ARTICLE XVI	Amendments of Declaration
ARTICLE XVII	Duration
ARTICLE XVIII	Reservation of Declarant's right to amend to  Comply with FNMA, FHLMA or FHA Requirements
Section 1:	Amendment of Declaring
Section 2:	Authorization to Amend
Section 3:	Duration

DECLARATION OF  
CONDITIONS, RESTRICTIONS, COVENANTS AND EASEMENTS  
FOR  
WINDS WEST VI

THIS DECLARATION dated the 29<sup>rd</sup> day of October, 2015, by Witt Developers LLC, an Oklahoma limited liability company, having a mailing address of P.O. Box 552, Wheatland, OK 73097 (the “Declarant”).

R E C I T A L S

A. Declarant owns a 14.7 acre tract of land more or less located in Oklahoma County, Oklahoma. The tract (hereafter called the “Property”) consists of all the land described on Exhibit “A” attached hereto and made a part hereof and shown on the subdivision plat entitles “Final Plat of Winds

West VI" recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the office of the County Clerk of Oklahoma County, Oklahoma.

B. The Declarant desires to subject the Property, and the lots (the "Lots") located therein to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners (as defined herein) the cost of maintaining and operating the Common Areas (as defined herein) located within the Property, and any improvements thereon.

C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

## ARTICLE I

### DEFINITIONS

Section 1: The following words, when used in this declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

- A. "Addition" shall mean the real property described as Winds West VI Addition, Oklahoma County Oklahoma, as recorded on the plat thereof.
- B. "Assessments" shall mean the portion of the cost of maintaining, improving, repairing, insuring, operating, and managing the property which is to be paid by each separate owner as determined by the Association.
- C. "Association" shall mean and refer to the Winds West VI Homeowners Association, Inc., a non-profit organization which it has been incorporated under the laws of the State of Oklahoma.
- D. "Building Setback Line" shall mean the line so designated on the plat where building may begin.
- E. "Common Area" shall mean all real property managed by the Association for the common use and enjoyment of the members of the Addition.
- F. "Council" shall mean the Council of the Winds West VI Homeowners Association.
- G. "Fence" shall mean any structure of any material that functions as a barrier or boundary.
- H. "Floor Area" or "Floor Space" shall be calculated using residential



living space.

- I. "Lot" shall mean any parcel of land, as subdivided and recorded in the plat of said Addition in the records of the County Clerk of Oklahoma County, State of Oklahoma.
- J. "Member" shall mean any person or entity that is recorded owner of separately owned lots in the Winds West VI Homeowners Association.
- K. "Off-Road Unlicensed Motor Vehicle" shall mean any three or four wheel motorized all-terrain vehicle; moped; off-road cycle; or any other vehicle primarily designed for off-road use.
- L. "Outbuildings" shall mean any building that is separate from the main housing unit.
- M. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each owner shall be a member of the Association.
- N. "Participating Builder" shall refer to those builders approved and authorized by the Declarant to build homes in Winds West VI Addition.
- O. "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk, Oklahoma County, Oklahoma, which covers all or any portion of the Property.
- P. "Property" or "Properties" shall mean and refer to that real property described in Article II.
- Q. "Property Line" shall mean that line where surveyors pin the

boundary of a lot.

- R. "Person" shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- S. "Residence" shall mean an improvement constructed for single family residence.
- T. "Residential Use" shall mean the occupation or use of a residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.
- U. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption, or legal guardianship, or a group of not more than three persons not all related, who maintain a common household in a residence.
- V. "General Accounting Principles" shall mean, Standard framework of guide lines for financial accounting used in any given jurisdiction: generally known as accounting standards or standard accounting practice.
- W. "Transition Date" shall mean, Date on which control of the Council passes from Declarant to the Homeowners Association.
- X. "Annoyance" shall mean a thing that annoys someone: a nuisance.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property that is sold, conveyed and occupied, subject to this Declaration, is located in the City of Oklahoma City, State of Oklahoma, and is more particularity described as follows:

Winds West VI a part of the SW/4 of Section 18, T 11 N, R4W, I.M.

Oklahoma City, Oklahoma County, Oklahoma

For the purpose of providing an orderly development of said tract and to provide adequate Restrictive Covenants for the mutual benefit of the Owners and their successors in title to the various lots within said Addition, the undersigned do hereby impose the following restrictions and Covenants to which it shall be incumbent upon all persons claiming by, through, or under said Owners to adhere.

No building or buildings shall be erected, placed or altered in said Addition until all plans and specifications and plot plan shall have been approved in writing, for conformity and harmony or external design with the existing structures and as to its location in respect to topography and finished ground elevation and grading, by an architectural committee composed of Jeff R. Witt or his duly authorized representative, or representatives, or successors. In case of death or Resignation of any member or members of said committee, the "Owner or Owners" shall have the authority to appoint successor representatives to the above-named committee to fill any vacancy or vacancies created by death or resignation of aforesaid members. Within thirty days after such plans and specifications have been submitted, approval or disapproval of said plans shall be acted upon. Neither the members of said committee nor their representatives or successors shall receive any compensation for their services.

### ARTICLE III

#### MINIMUM SQUARE FOOT REQUIREMENTS

Section 1: Square Foot Requirements: All residences on all Lots shall have a minimum square footage of 1400 square feet ("Veneer Footage"). All of the Lots in Winds West VI Addition are reserved for single-family residential use. Only one single-family detached residence, not more than two stories in height with required square footage with a garage for not less than two

and no more than three automobiles shall ever be built on any Lots in the Winds West VI addition. If a residence has more than one level, the ground floor shall have not less than 1300 square feet of floor area. In computing the required square footage, any basement, attached porches and garages shall be excluded. Nothing herein contained shall be construed to impair the right to split a Lot, taking part of one Lot and adding it to the adjacent Lot, or part of Lot, nor shall anything be construed to impair the rights of the recovery of oil, gas, and other minerals from said property.

#### ARTICLE IV

##### BUILDING RESTRICTIONS

Section 1: Participating Builders. Only those builders approved by the Declarant will be allowed to build homes in Winds West VI.

Section 2: All Residences shall face the street.

(A) No clotheslines, garbage cans, trash, unused vehicles, or other unsightly

Objectionable items shall be stored, erected or left in a location visible from the street.

(B) No storage bins or storage tanks shall be constructed or erected between the house and the street.

Section 3: Businesses: No business (commercial or retail), trade or activity shall be carried on upon any Lot, except by an approved builder for the sale and construction of new homes. No noxious, offensive or illegal trade or activity shall be conducted on any Lot. No acts shall be performed or

committed which may be an annoyance or nuisance to the owner or owners of other lots within the Addition.

Section 4: Outbuildings: Outbuildings will be limited to one (1). The building will be of a size not to exceed 200 square feet and ten (10) feet in height.

Section 5: Mailboxes: All mailboxes within said Addition will be constructed of brick or stone of the same style and color as used on the main dwelling.

Section 6: Vehicles or Buildings: Under no circumstances shall motor homes, mobile homes, campers, or trailers be used as dwelling in said Addition. No existing erected building or structure of any sort, which is used for residential purposes, may be, moved onto or placed on any lot, in said Addition. Approved builders may have a temporary construction office, if approved by the Architecture Committee. All such vehicles including boats must be parked behind fences and are not allowed in driveways for more than 24 hours.

Section 7: Garages: No garage erected in Winds West VI Addition shall ever be converted into a room for living quarters and said garage must always remain as such purpose of storing automobiles, tools, and equipment.

Section 8: Exterior Materials: The exterior walls of all buildings erected in Winds West VI Addition must be built of brick, stone or rock veneer except that no more than thirty percent of the walls may be other material for architectural decoration, provided that the second story, of two-story houses and gables may be of any material approved by the architectural committee.

Section 9: Livestock and Animals: No animals, livestock, or poultry of any kind shall ever be raised, bred, or kept on any Lot or any Lot site in Winds West VI Addition, except for dogs, cats, or other household pets may be

kept, provided they are not kept, or bred or maintained for any commercial purpose.

Section 10: Trash and Refuse: No trash, ashes, or other refuse shall be thrown or dumped on any vacant Lot in Winds West VI.

Section 11: Easements: Easements for the installation and maintenance of public utilities are reserved and located, as shown on said Plat, provided, however the owners specifically reserve the right to amend, extinguish or vacate said easements as to all or a portion of said Plat, insofar as such easement and right-of-ways are not actually in use.

Section 12: Fences or Retaining Walls: Fences shall not exceed six foot six inches in height and shall have a dog-eared top, wood panels installed on metal posts, and shall match other fences used in the Addition. No fence shall ever be constructed, erected, maintained, or placed on the front building setback line on any of the residential Lots. All property perimeter fences facing any street shall have the facing side of the fence facing the street. At no time will chain link fencing be placed on any lot. Retaining walls may be installed, if first approved by the architectural committee.

Section 13: Invalidity of Covenants by Judgments: Invalidity of anyone of these covenants by judgment of any court having jurisdiction there over, shall in no way affect any of the other provisions which shall remain in full force and effect.

## ARTICLE V

### ARCHITECTURE

Section 1: Commencement and Approval of Construction: Construction or erection of any structures shall not commence until such a time the Owner is granted written approval from the Council as set forth herein.

Section 2: Roofs: Roofs of all residences constructed in said Addition are to be of composition shingle similar to, but not limited to Elk Products,

Prestique I or GAF Timberline HD Series, or Timberline Armor Shield II impact resistance Class 4 shingles. The roof color of all dwellings erected in Winds West VI Addition will be Weather Wood color or its comparable brand. Any other such color must be approved by the architectural committee. Roofs will have a minimum of a 6/12 pitch.

## ARTICLE VI

### SIGNS, BILLBOARDS, AND MISCELLANEOUS STRUCTURES

Section 1: Signs. No Commercial signs shall be erected on any Lot of Winds West VI Addition, except signs showing said Property for sale.

Section 2: Parking. No vehicle used for public transportation, recreation, commercial or any other use shall be parked or stored on any street within the Addition. Vehicles belonging to guests of Lot Owners may be parked on the street for a period not to exceed 24 hours, if said Lot Owner does not have sufficient off-street parking to accommodate said vehicles. Parking of trailers, boats or vehicles, which are not commonly used as everyday transportation, will not be allowed on vacant Lots, except for approved builder owned vehicles during construction. No inoperable, unlicensed or similar equipment shall be permitted to remain upon any area within the Addition.

## ARTICLE VII

### WINDS WEST VI HOMEOWNERS ASSOCIATION

Section 1: Formation of Association. The Owners of Lots within said Addition shall constitute Winds West VI Homeowners Association, which will be a nonprofit organization in the form as determined in the

reasonable discretion of the Council: that from and after the formation of such nonprofit organization, the rights and duties of the members and of the organization shall continue to be governed by the provisions of the Declaration.

Section 2: Council of Directors. The affairs of the Association shall be governed by a Council of Directors (“the Council”) which shall be composed of one or more members, to be determined in the reasonable discretion of the Council. In the event of the death or resignation of any member or members of the Council, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Council shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Council members and their successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration. The initial Council shall consist of Jeff Witt.

Section 3: Qualifications for Membership. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The Association shall have two classes of voting membership.

Class A. Except for Declarant (which shall initially be a Class B member), the Class A members shall be all of the Lot Owners. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Declarant. The class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be



cast in the manner provided for in the Articles of the Association of the Winds West VI Homeowners' Association, or as the constituents may determine, but in no event shall all such constitutes cast more than one vote per Lot for each Lot owned by them. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the (21<sup>st</sup>) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number to be cast by the Class B members of the Association: Provided that the Declarant, its successors or assigns consents in writing to such conversion of Membership from Class B to A: Further provided, however, the Class B Membership shall be revived (and Declarant shall again be entitled to three votes for each Lot owned by Declarant) during any periods of time occurring before the twenty-first (21<sup>st</sup>) anniversary of the due date of the Declaration, when by reason of the annexation of Additional Land as a part of the Property additional Lots owned by Declarant exist which, when added to the other Lots then owned by Declarant, would result in Declarant having more than 50% of the votes of the Association were Declarant to have three (3) votes for each lot owned by Declarant instead of only a single vote for each Lot owned by Declarant. Declarant shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on a subdivision plat, if such common areas exist, which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. Any fencing, walls or signage constructed by the Declarant on properties or lots owned by the Declarant at the time of construction shall be considered as common properties to the Association and shall not be modified or removed by individual lot owners without specific approval of the Association. At the time of the conveyance the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances. The Association shall hold the Common Areas conveyed to it subject to the

following.

(a) The reservation to the Declarant of the right to dedicate as easements, strips of land on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property or to provide adequate service to any offsetting property.

(b) The reservation to Declarant of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as “drainage and Utility Easement”. “Sewer Easement”, “Drainage and Sewer Easement”, “Open Space”, and “Area Reserved for Future Road”, or otherwise designed as an easement area, or on, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property or on offsetting properties, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.

(c) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

Section 4: Transfer of Membership. Membership in the Association shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon transfer of title to the Lot and then only to the transferee of the title to the Lot. Any transfer of title to a Lot shall

automatically transfer membership in the Association to the new Owner.

Section 5: Annual and Special Meetings. Within the period commencing thirty (30) days before the Transition Date and ending thirty (30) days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Council delivered to the Owners no less than thirty (30) days prior to the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect, by majority vote, individuals to serve as Council members until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Council member and voting for Council members shall be non-cumulative. The financial statement for the proceeding year (if any), and the budget, the Council has adopted for the pending fiscal year, shall be presented as the annual meeting for the information of the members. Special meetings of the members of the Association may be called, at anytime, but not without fourteen (14) days written notice to all Owners. Special meetings are for considering matters, which require the approval of all or some of the Owners, or any other reasonable purpose.

Section 6: Books and Records. The Council shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting practices. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Lot Owners and the agents or attorneys of either of them, during normal business hours.

Section 7: Transition Date. The "Transition Date" shall be the date on which control of the Council passes from Declarant to the Homeowners

Association. The Transition date will be either (i) the date designated by the Declarant in a written notice to Owners, date may be by any date after this Declaration has been recorded or (ii) after the Declarant has transferred title to the purchasers of Lots representing seventy (70) percent of the total voting power of all lot Owners in the Addition or (iii) five (5) years following the recording date of this Declaration. For the purpose of the foregoing clause (ii), however, transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and any title to any Lot owned by Participating Builder shall not be deemed transferred for the purpose of determining the Transition Date until Lot is further transferred by the Participating Builder to purchaser who is neither a Participating Builder or Declarant.

## ARTICLE VIII

### AUTHORITY OF THE COUNCIL

Section 1: Adoption of Rules and Regulations. The Council is empowered to adopt, amend, and revoke, on behalf of the Association, detailed administrative rules and regulations necessary or convenient, from time to time, to insure compliance with general guidelines of the Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and regulations may, without limitations, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other persons claiming any interest in the Property.

Section 2: Enforcement of Declaration, Etc. The Council shall have the power to enforce the provisions of this Declaration, and rules and regulations of the Association for the benefit of the Association. The failure

of any Owner to comply with the provisions of this Declaration, or rules or regulations of the Association will give rise to a cause of action in the Association (acting through the Council) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If legal action is brought to interpret or enforce compliance with the provisions of this declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the court.

Section 3: Goods and Services. The Council shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for efficient and orderly maintenance of all portions of the Common Areas and any related facilities or improvements not maintained by public utility companies or a government entity. The goods and services shall include (by way of illustration and not limitation) utility services for Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas and any related facilities or improvements, including park areas, greenbelts, retention basin, and street trees. The Council may hire such employees as it considers necessary.

Section 4: Protection of Common Areas: The council may spend such funds and take such actions as it may from time to time deem necessary to preserve the Common Areas, settle claims or otherwise act in what it considers to be the best interests of the Association.

## ARTICLE IX

### BUDGET AND ASSESSMENT FOR COMMON AREAS

Section 1: Fiscal Year, Preparation of Budget. The Council may adopt such fiscal year for the Association as it deems to be convenient. Unless otherwise stated, the year will be calendar year. As soon as the Council in its discretion deems advisable and prior to the expiration of each fiscal year

thereafter, the Council shall establish a budget for the costs of maintaining the Common Areas during the ensuing fiscal year. The Council shall then assess each Lot within the Addition with its pro rata share, based upon the number of Lots within the Addition. The Council, at its election, may require the Lot Owners to pay the amount assessed in a lump sum annually. The Council shall notify each Lot Owner in writing, at least ten (10) days in advance, which notice shall be accompanied by a copy of the budget on which the assessment is based. The assessment levied by the Council shall be used to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 2: First Annual Assessments: The first annual Assessment shall be \$40.00 (Forty) dollars per lot, and shall be collected prior to the first anniversary date of the recording of this declaration. The Winds West VI Homeowners Association will determine subsequent annual assessment after its formation. Common Area expense may include, but not limited to, lawn care, plat care, sprinkler care, trees, landscaping, and sign maintenance.

Section 3: Certificate of Unpaid Assessments. Any failure by the Council or the Association to make the budget and Assessments thereafter, before the expiration of any fiscal year for the ensuing year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year, and the Assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new Assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Council will furnish a statement of the amount, if any of unpaid Assessments charged to the Lot. The statement shall be conclusive upon the Council and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the

Lot who rely on the statement in good faith. All Assessments and other receipts received by the Association shall belong to the Association.

Section 4: Commencement of Annual Assessments. The annual Assessments provided for herein shall commence, as to all Lots, at such a time as Council in its absolute discretion, deems advisable. The first annual assessment shall be attested according to the number of months remaining in the fiscal year.

Section 5: Initial Assessment and Budget. The escrow agent will collect as initial Assessment of \$40.00 per Lot at the time of closing each lot. This initial Assessment shall constitute the initial budget of the Association for legal Creation, Common Area maintenance and repairs unless further amended by the Council. Future annual Assessments shall be set at annual meeting for collection the following year. The first annual Assessment shall be determined as in Section 2 above. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which Declarant is the Owner on January 1<sup>st</sup> of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessments or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than ten percent (10%) of the per Lot annual assessment established by the Association under this section. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot which is purchased for construction and sale to a third party and a Professional Builder is the Owner on January 1<sup>st</sup> of the year to which the assessment pertains, shall equal, ten percent (10%) of the annual assessment or charge made or levied against any other Lot on the Property.

## ARTICLE X

### LIEN AND COLLECTION OF ASSESSMENTS

Section 1: Assessments are a Lien Priority. All unpaid sums assessed by the

Association for the share of the common expenses, chargeable to any Lot, and any sums specially assessed any Lot, under authority of the Declaration, shall constitute a lien on the Lot and all its appurtenances from the date the Assessment becomes due and until fully paid. The lien for such unpaid Assessments shall be subordinate to tax liens on the Lot in favor of assessing unit and or special district, and to all sums paid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A first mortgage that obtains possession through a Mortgage foreclosure or deed of trust sale, shall take the Lot free of any claims for the share of common expenses or Assessments by the Association chargeable to the Lot which became due before such possession. The Lot's past-due share of common expenses or Assessments shall become new common expenses to all the other Lot Owners, including the Mortgagee or foreclosure sale purchaser and their heirs, successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the forgoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 3 below. For purposes of this Section, "Mortgage" does not include a real contract and "Mortgagee" does not include the vender or the assigned or designee of a vendor real estate contract.

Section 2: Foreclosure of Lien: Lien may be foreclosed. The lien for delinquent Assessments may be foreclosed by suit by the Council, acting on behalf of the Association, in like manner as the foreclosure of a Mortgage of real property. The Council, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 3: Assessments are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, rate charges, costs and attorney's fees, in the event of delinquency, shall be the personal



obligations of the Owner and any contract purchaser of the Lot, when the Assessment is made, and their grantees. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 4: Late Charges and Interest of Delinquent Assessments. The Council may from time to time establish late charges at a rate of interest to be charges on Assessments delinquent for a period of more than thirty (30) days after the due date. In the absence of another established, non-usurious rate, delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum. If an installment on an Assessment against a Lot is not paid when due, the Council may elect to declare the entire Assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 5: Recovery of Attorney's Fees and Costs. In any action of delinquent Assessments, the prevailing party shall be entitled to recover, as part of its judgment, a reasonable sum for attorney's fees and all cost and expenses reasonably incurred in connection with the action, permitted by law.

Section 6: Remedies Cumulative. The remedies provided within are cumulative and the Council may pursue them and any other remedies, which may be available under law, although not expressed herein, either concurrently or in any order.

Section 7: No Avoidance of Assessments. No Owner may avoid or escape liability for Assessments provided for herein by abandoning his/her Lot.

## ARTICLE XI

### FAILURE OF COUNCIL TO INSIST ON STRICT PERFORMANCE, NO WAIVER

Section 1: The failure of the Council in any instance to insist upon strict

compliance with this Declaration of rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice, or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt, by Council, or payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Council of any requirement shall be effective unless expressed in writing and signed by the Council.

## ARTICLE XII

### LIMITATION OF LIABILITY

Section 1: So long as a Council member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, then no person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person: provided that this Article shall not apply where the consequence of such act, or negligence are covered by any insurance actually obtained by the Council.

## ARTICLE XIII

### INDEMNIFICATION

Section 1: Each Council member and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of holding or having held such a position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Council

member or Delcarant is adjudged guilty of willfully misfeasance in the performance of his/her duties: provided, that in the event of a settlement, the indemnification shall apply only when the Council approves such settlement and reimbursement as being in the best interests of the Association.

#### ARTICE XIV

#### INSURANCE

Section 1: At such time as Council deems appropriate, the Council shall cause the Association to purchase and maintain, as a common expense, a policy or policies, which Council deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Council deems advisable, for protection of the Association's Council and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Council deems advisable. The Council shall review the adequacy of the Associations insurance coverage at least annually.

#### ARTICLE XV

#### DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 1: In the event of any casualty, loss or other damage to the Common Area's for which the then current Assessments by the Council are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Council for such restoration or repair, the Council may make a special Assessment against each Lot within the Addition for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special Assessment shall be payable, at the determination of the Council, in either monthly or quarterly installments or in a single lump sum amount. The Council shall notify each Lot Owner of any special Assessments not less than twenty (20) days prior to the date such special Assessment or the first

installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Council's estimated costs and expenses of repairing and/or restoring the Common Area.

## ARTICLE XVI

### AMENDMENTS OF DECLARATION

Section 1: Any Owner may propose amendments to the Council of this Declaration to the Council. A majority of the members of the Council may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by owners of twenty percent (20%) or more of the Lots, then, irrespective of whether the Council concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered, shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of either (i) an amendment changing the voting power or portion of Assessments appurtenant to each Lot or (ii) and amendment of Article IV or (iii) of this Article XVI. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Council, has been recorded in the real property records of Oklahoma County, Oklahoma.

## ARTICLE XVII

### DURATION

Section 1: The covenants, conditions and restriction of the Declaration shall run with and bind the Property and shall insure to the benefit of and

be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the Owners has been recorded agreeing to terminate the covenants, conditions, and restrictions.

## ARTICLE XVIII

### RESERVATION OF DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS

Section 1: Amendment of Declaration. Declarant reserves the right to amend this Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHLMC"), or Federal Nations Mortgage Association ("FNMA"), or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds to trust to sell first mortgages of deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds for financing provided, by, through or in conjunction with FHLMC or FNMA or FHA.

Section 2: Authorization to Amend. If Declarant, at its option, determines that it is necessary to amend this Declaration, the Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete Power of Attorney to take any and all necessary actions to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally said amendments or amendments. All

Lot Owners hereby acknowledge and agree that the Power of Attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 3: Duration. Declarant's right under this Article shall exist only until the Transition Date. The owner or owners of any property in said addition shall have the right to prosecute proceedings in law or in equity against any person or persons violating or attempting to violate any of the provisions hereof.

In Witness Whereof the Undersigned Has Caused This Instrument To Be Executed On This \_\_\_\_\_ Day Of \_\_\_\_\_, 2015.

WITT DEVELOPERS, LLC

\_\_\_\_\_

JEFF R. WITT, MEMBER/MANAGER

STATE OF OKLAHOMA )

) SS.

COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared Jeff R. Witt to me known to be the identical person who subscribed, as Member/Manager of Witt Developers, LLC, and duly acknowledged to me that they executed the same as the free and voluntary act and deed of their person and as the free and voluntary act as deed of said company.

My commission expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Notary Public: \_\_\_\_\_