

008312

DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS OF FLINTRIDGE PARK

THIS DECLARATION made on the date hereinafter set forth by FLINTRIDGE PARK LLC., (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of Flintridge Park, real property in Cherokee County, State of Oklahoma, described in Exhibit A attached hereto and incorporated herein by this reference and the Declarant is the owner of additional properties not to exceed 22 acres which may be annexed by Declarant without the consent of members (hereinafter referred to as "Properties").

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following restrictions, covenants, and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Flintridge POA, Inc., its successors and assigns, which is the corporate entity of the Property Owners Association.

Section 2. "Committee" shall mean and refer to the Board of Directors of the Association acting pursuant to Article V of this Declaration or to the Architectural Control Committee appointed by said Board pursuant to said Article.

Section 3. "Common Area" shall mean all real property hereinafter acquired and owned or leased by the Association for the common use and enjoyment of the Owners.

Section 4. "Common Facilities" shall mean all recreational, social facilities and any utility systems hereinafter acquired and owned, leased or sub-leased and operated by the Association or its agents or assigns for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to FLINTRIDGE PARK, LLC., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and be designated a Declarant for the purposes hereof by Flintridge Park, LLC., in a duly recorded written instrument.

Section 6. "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 and Common Facilities.

Section 7. "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 8. "Utility Supplier" shall mean and refer to Flintridge Services, Inc., an Oklahoma Non-Profit Corporation, its successors, agents and assigns who operate the central water system, garbage collection and maintenance of sewer system which has contracted with Flintridge Enterprises, L.L.C. for the actual operation of the above.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area or Common Facilities; the right of the Association to assessments as provided herein; and the right of the Association or its assigns or designees to charge for water, garbage collection and maintenance of sewer system or contract therefore;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area and Common Facilities by an Owner for any period during which any assessment against the Owners Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that any such dedication or transfer shall have the assent of three-fourths (3/4) of each class of Members.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws, the Owners right of enjoyment to the Common Area and Common Facilities to the members of the Owners family, the Owners tenants, or contract purchasers who reside on the Properties.

## ARTICLE III MEMBERSHIP, VOTING RIGHTS AND OWNERSHIP

Section 1. Every Owner of a Lot which is subject to assessment and the Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall 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 (1) vote for each Lot owned, including Lots annexed pursuant hereto. When more than one (1) 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 (1) vote cast with respect to any Lot.

Class B. The 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 either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) May 1, 2005.

Section 3. Ownership of Utilities. Ownership of Flintridge Services, Inc., shall be transferred and acquired by the Association upon the termination of Class B Membership as provided in Section 2 above.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, except Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and Common Facilities, and of the Subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot per month.

(a) 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

that provided above, by the assent of three-fourths (3/4) of each class of members.

- (b) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. 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 or Common Facilities, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members.

Section 5. Notice of Quorum of Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) 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 less than thirty (30) days following the preceding meeting. In addition, such assent may be obtained by written notice and ballot mailed to members to be signed and returned indicating their assent or non-assent to the proposal. Such notice may state that if they do not return their ballot, they are deemed to assent to such proposal.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis.

Section 7. Costs Not Included in Assessments. Excluding costs in Sections 3 and 4 above associated with the Common Areas and Common Facilities, members shall be subject to utility rates and to such Rules and Regulations as established by Flintridge Services, Inc. or its successors and assigns, concerning water and sewage use.

Section 8. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence as to the lots subject to assessment on the first day of the month following the conveyance of the subject Lot. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, provided, such notice shall not be required if there is no change in said assessments from the preceding year. 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 9. Effect of Non-Payment 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 twenty percent (20%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner

may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area and Common Facilities or abandonment of Owner's lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceedings in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority; and all Properties and additional properties owned by the Declarant, shall be exempt from the assessments created herein. However no land or improvements devoted to dwelling use shall be exempt from said assessment.

## ARTICLE V ARCHITECTURAL CONTROL

Section 1. Prior Approval. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted, or maintained upon the property, nor shall any alteration or improvement of any kind be made to the property until the same has been approved in writing by the Board of Directors, or by an Architectural Control Committee appointed by the Board of Directors as hereinbelow provided.

Section 2. Submission of Plans. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements, alterations, and the like, shall be submitted to the Board of Directors or to the Architectural Control Committee for approval as to quality and design and harmony of external design with existing structures, and as to location to surrounding structures, topography and finish grade elevation. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board of Directors or an Architectural Control Committee, or to rebuild in accordance with plans and specifications previously approved by the Board of Directors or by the Architectural Control Committee appointed by the Board of Directors. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her unit any color desired.

Section 3. Landscaping. No landscaping of patios or yards visible from the street or from the common areas not involving the use of natural plants, grass, trees, or shrubs, and which does involve the use of synthetic materials, or concrete, rock, or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board of Directors or by an Architectural Control Committee appointed by the Board of Directors.

Section 4. The Architectural Control Committee shall consist of five (5) members. Declarant may appoint all of the original members of the Architectural Control Committee and reserves the right

to appoint a majority of the members to the Architectural Control Committee until the earlier of: (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or (b) May 1, 2005. Thereafter, the Board of Directors shall have the power to appoint all of the members of the Architectural Control Committee. Members appointed to the Architectural Control Committee by the declarant need not be members of the Association. A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the successor shall be appointed by the person, entity, or group that appointed such member until Declarant no longer has the right to appoint any members to the Architectural Control Committee, and thereafter the Board of Directors shall appoint such a successor. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of such Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**ARTICLE VI**  
**UTILITY SYSTEM AND EASEMENTS**

**Section 1. UTILITIES.** The central water system, garbage collection, and sewer for the Properties is being provided by Flintridge Services, Inc. and its successors and assigns and all Owners shall be required to connect to said system upon construction of a residence or placement of a mobile home upon the individual Owner's Lot and to pay the installation charge and monthly fee of such Utility Supplier.

**Section 2. Easements.** Declarant does hereby dedicate for public use and all utility providers easements for water, sewer, gas and electricity where services are located at the present time:

- (a) utility providers can go upon each lot for the several purposes of constructing, maintaining, and operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such utility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to said easements for the uses and purposes aforesaid, together with similar rights in each and all the streets shown on said plat; PROVIDED HOWEVER, the Declarant, its successors and assigns, hereby reserves the right to construct, maintain, operate, repair, remove and replace storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines together with all fittings and equipment, together with the right of ingress and egress for such construction, maintenance, operation laying and relaying over, across and along said easements for the purpose of furnishing services to the area included in said plat and to any other additional properties.

- b) The Architectural Control Committee may vacate drainage easement, by instrument in writing and filed, if it finds the said easement is not necessary for orderly and proper drainage of the subdivision and/or Lots.
- (c) Flintridge Services, Inc. or its successors and assigns will be granted any additional easements for repairs or upgrades as deemed necessary.

## ARTICLE VII

### PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Highway Access Lots. Lot 36 may be used for common access to highway solely for the purpose of moving mobile homes in or out of subdivision known as Flintridge Park.

Section 2. Common Area. Lot 40 may be used for a common area. Lot 62 may be used for common access for mail and dumpster for owners or tenants of original area known as Flintridge Park.

Section 3. Lateral Field Lot. Lot 129 is being used as a lateral field and may be used as a future public area.

Section 4. All other numbered Lots within the subdivision may be used only for single family residential purposes.

Section 5. Residential Buildings. No building shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached single-family dwelling. A Property Owner may seek waiver of the one-story restriction by petition to the Committee, if erection of a multi-story, one-family dwelling will not obstruct a view for any other Property Owner. No Lot may be resubdivided.

Section 6. Building Lines. No building shall be constructed on any Lot nearer than Five feet (5') from the front boundary line or Five Feet (5') from the side line adjoining a road easement or Five feet (5') nearer any side and back boundary line not adjoining a road. Eaves, steps and open porches shall be considered part of the structures. A property owner may seek waiver of the side and back boundary line restriction by petition to the Architectural Control Committee. No fences may be constructed.

Section 7. Structures. No structure of a temporary character (travel home, recreational vehicle, bus, van, auto, trailer, tent, shack, garage, fences, barn or other outbuilding) shall be used on any Lot at any time as a residence, either temporarily or permanently. Mobile Homes may be moved to or placed upon any Lot for residential purposes. Any outbuilding on any Lot for storage of lawn mowers, garden tools, etc., will be subject to approval of the Architectural Control Committee. Provided however, recreational vehicles, travel trailers and travel homes may be used on the lots during construction of a residence for a period not to exceed six (6) months if approved by the Architectural Control Committee.

**Section 8. Noxious or Offensive Trade or Activity.** No noxious or offensive trade or activity shall be carried on or may become an annoyance or nuisance to the neighborhood, including the salvage of automobiles, or other vehicles. B-B Guns, slingshots, bow and arrow and all other like devices are strictly prohibited. Fireworks of any kind are also strictly prohibited.

**Section 9. Signs.** No sign of any type shall be displayed to the public views on any Lot except one professional sign of not more than two square feet (2) or one (1) sign of not more than five square feet (5) to advertise the Property for sale or rent, or signs used by a builder or developer to advertise the Property during construction and the sales period.

**Section 10. Easements.** Perpetual easements for public utilities (electric power, gas, water and telephone) are provided for the mutual benefit of all Lot Owners and their successors in title.

**Section 11. Recreational Vehicles.** Golf carts, motorcycles, minibikes, ATV's, etc. must be kept quiet. The subdivision roads may be used for entry and exit purpose only. Vehicles must be operated (1) on roadways only; (2) in a safe and responsible manner; (3) without excessive noise. The speed limit is no more than 10 mph for all vehicles.

**Section 12. Trash Receptacle.** Dumpsters are provided for the Subdivision.

**Section 13. Mowing.** To enhance the appearance of the Subdivision the cost of mowing shall be added to and become part of the assessment to which such lot is subject. The Board of Directors shall have the right, through its agents and employees to enter upon the lot and mow. In the event this provision is not complied with the Board of Directors of the Association shall have the right, through its agent and employees, to enter upon the lot and mow it.

**Section 14. Animals.** No livestock, poultry or animals of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other house pets, provided that they are not kept, bred or maintained for commercial purposes, or permitted to run free. All dogs must, at all times, be kept on leashes in attendance with their owner. There will be no pens.

**Section 15. Any construction To Be Completed Within 6 Months.** Any construction on any residential Lot which has been approved by the Architectural Control Committee must be completed within six (6) months of the beginning of construction, except the Board of Directors shall have the right to extend such construction period. The beginning of construction shall be the date any building materials are delivered upon the Lot.

**Section 16. No Outdoor Toilets.** No outdoor lavatory or toilet facilities shall be built or permitted on any Lot.

**Section 17. Lots To Be Kept Free of Trash.** Each Lot and area shall be kept and maintained by the Owner thereof free of any accumulation of trash, garbage and debris of any kind whatsoever. Removal of the foregoing shall be the responsibility of each Lot Owner and no Lot Owner, his agents or employees shall burn or dispose of trash, debris and garbage except in areas designated by the Architectural Control Committee. If after legal notice to the Owner, the trash, garbage or debris is not cleared from any Lot, the Architectural Control Committee through its agents and employees may

enter upon such Property and remove such from the Property and such Owner shall be liable for the cost of such removal and the cost of such removal shall become a lien upon the Property. In addition, the Architectural Control Committee may have a lien to cover removal of trash or nuisance and the owner or occupant of such Lot shall be liable for the cost thereof or the enforcement of any of these covenants.

Section 18. No Large Trees Removed. No live, healthy tree larger than 6" in diameter shall be cut down or removed from any Lot except upon receipt of Architectural Control Committee approval.

Section 19. No Individual Water Wells. No individual water wells or individual water systems shall be permitted to be drilled or maintained upon any residential Lot.

Section 20. Structures. Lots 37 through 39; 41 through 61; 63 through 128; 130 through 131 shall be available for a mobile home only 7 years old or newer or new construction of housing. Long term parking (longer than 5 days) of boat or any other trailer is prohibited because of grounds maintenance by the Association or its agents unless a boat shelter is covered and enclosed on three sides and approved by the Architectural Control Committee.

Section 21. Mobile Homes, etc. Mobile homes, manufactured homes, double wides or triple wides may be located on any Lot restricted to residential use only, or used on any other Lot for residential purposes.

## ARTICLE VIII USE OF LOTS AND COMMON AREA

In order to provide for congenial occupancy of the Properties and for the protection of the values thereof, the use of the Properties shall be subject to the following limitations:

1. An Owner of a lot restricted to residential use shall not occupy or use his lot, or permit the same or any part thereof to be occupied or used, for any purpose other than for the personal use for dwelling purposes by the Owner and that Owner's family or the Owner's guests. However, this does not prohibit the Owner from renting or leasing his lot to others for dwelling purposes. A property owner may seek waiver of this provision by Petition to the Board of Directors or its designated Architectural Control Committee.

2. No commercial business other than rental for single family dwelling purposes shall be permitted on lots restricted to residential use. A property owner may seek waiver of this provision by Petition to the Board of Directors or its designated Architectural Control Committee.

3. There shall be no obstruction of the Common Areas or Common Facilities (jointly referred to herein as the "Common Elements"). Except in the case of designated storage areas, nothing shall be stored in the Common Elements without the prior written consent of the Board of Directors of the Association.

4. No waste will be committed to the Common Elements.

5. No sign of any kind shall be displayed to the public view from the Common Elements, without the prior written consent of the Board of Directors of the Association; provided, however, that this provisions shall not apply to signs placed by the Association which are necessary or convenient to the operation of the Association or to the Declarant which are necessary or convenient to the construction and sale of Lots and residences thereon.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Common Elements.

7. No noxious or offensive activity shall be carried on, on the Common Elements, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

8. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the prior written consent of the Board of Directors of the Association.

9. There shall be no violation of rules for the use of the Common Elements adopted by the Board of Directors of the Association and furnished in writing to the Owners, and the Board of Directors of the Association is authorized to adopt such rules.

10. Declarant and persons it may select or employ, shall have the rights of ingress and egress over, upon and across the Common Elements and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development and sale of the Lots and operation of the Common Elements in connection with the development of the Properties.

#### ARTICLE IX GENERAL PROVISION

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. In the event of legal proceedings, the prevailing party shall be entitled to a reasonable attorney's fees and costs. Failure by the Association or by any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidations or any one of these Covenants or Restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Declarant and the Owners, of three-

fourths (3/4) of Lots not owned by Declarant within the subdivision. Any amendment must be recorded.

IN WITNESS WHEREOF, the Declarant has executed this document on this 25 day of July, 2002.

"DECLARANT"

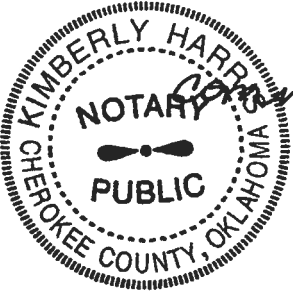
FLINTRIDGE PARK, LLC.

By: Lowell D Russell  
Lowell Russell, Manager

State of Oklahoma  
County of Cherokee

Signed before Notary Public on  
Sept 26, 2002.

Kimberly Harris  
Notary Public



Comm. Exp. April 21, 2004  
Comm# 00007042

STATE OF OKLAHOMA, Cherokee County Filed  
for record on the 26 day  
of Sept, 2002, at 10:48 A.M.  
Book 730, at Page 31-42.  
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