

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR THE VINEYARD

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THIS DECLARATION, made on this 25<sup>th</sup> day of JANUARY, 2000  
by Applewood Construction, L.L.C., a Limited Liability Corporation, organized under and  
existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as  
"DECLARANT".

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in the City  
of Norman, Cleveland County, State of Oklahoma, which is more particularly described as:

A tract of land lying in the Northwest Quarter of Section (17), Township Nine  
(9) North, Range Two (2) West of The Indian Meridian, Cleveland County,  
Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of said  
Section (17):

THENCE South 00°28'10" East along the West line of said Northwest  
Quarter, a distance of 1647.60 feet to the Southwest corner of the North half  
of the Northwest Quarter of the Southwest Quarter of said Northwest  
Quarter, and the POINT OF BEGINNING:

THENCE continuing South 00°28'10" East a distance of 988.56 feet to the  
South line of said Northwest Quarter:

THENCE North 89°54'53" East, along said South line, a distance of 1552.65  
feet:

THENCE North 00°28'10" West, parallel with the West line of said Northwest  
Quarter a distance of 739.71 feet:

THENCE North 34°45'27" West a distance of 703.19 feet to the North line  
of the Southwest Quarter of said Northwest Quarter:

THENCE South 89° 54' 58" West, along said North line, a distance of 500.65 feet to the East line of the North half of the Northwest Quarter of the Southwest Quarter of said Northwest Quarter:

THENCE South 00° 31' 14" East, along said East line, a distance of 329.52 feet to the South line of the North half of the Northwest Quarter of the Southwest Quarter of said Northwest Quarter:

THENCE South 89° 54' 57" West, along South line, a distance of 656.04 feet to the POINT OF BEGINNING:

Said tract of land contains an area of 171,536 square feet or 39.4 acres, more or less.

**AND WHEREAS**, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages under the name of "THE VINEYARD" as a subdivision and to create and include as part thereof permanent open areas at the entrance with improvements, landscaping, fencing, and signage erected or to be erected thereon, and other common facilities including entry bridge, gazebo, clubhouse, swimming pool, baseball field, and other common facilities for the benefit of this particular community;

**AND WHEREAS**, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

**AND WHEREAS**, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as The Vineyard Association, Inc., for the purpose of exercising the aforementioned functions;

**NOW THEREFORE**, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges, and liens (hereinafter sometimes referred to as "covenants and restrictions" hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall insure to the benefit of each owner thereof.

## 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. "Association" shall mean and refer to The Vineyard Association, Inc. a non-profit corporation to be incorporated under the laws of The State of Oklahoma, its successors and assigns.
  - B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property wherein the "Subdivision" as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and the subject to assessment by the Association.
  - C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first lot during this initial stage of development is described as Blocks A,B, and C is shown on the attached plat.
  - D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the common areas.
  - E. "Comer Lot" shall mean any lot which abuts other than at it's rear line upon more than one street and/or Common Area.
  - F. "Street" shall mean any street, lane, drive boulevard, court, circle, road, place, manor, or terrace as shown on the attached plat.
  - G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.
  - H. "Variable Setbacks" shall mean the line so designated on the attached plat.
  - I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof
  - J. "Fences" Shall mean the following where the context so indicates:

- (1) "Adjoining Fences" shall refer to two or more separate fences, which adjoin and are exposed to the public view.
- (2) "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 or along easements and around the entrance.
- K. "DECLARANT" shall refer to Applewood Development, a division of Applewood Construction L.L.C. an Oklahoma Limited Liability Corporation, its successors or assigns.
- L. "Owner" shall mean and refer to the recorded Owner, whether one or more persons, of a fee simple title to any Lot which is or may become a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- M "Subdivision" shall mean all or any part of the Property described at the beginning of this declaration and additional adjoining property in which the DECLARANT may cause to be added to The Vineyard.
- N. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

## ARTICLE II

### FUTURE INTENT

Section 1. Although this initial declaration includes only the real property described in Article III hereof, the DECLARANT may cause additional declarations to be filed with respect to any additional land to be included in the Subdivision, which additional Declarations will be complementary in concept to this Declaration, and which future Declarations will provide for the addition of Owners in such other areas as Members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner within the Subdivision.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established or amended. The Common Areas which will be owned by the Association, are included in the attached plat and shown as blocks A,B, and C, and could ultimately include other lands within the Subdivision, which are not included in this plat.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within the same Subdivision, such additional lands may be annexed to the said properties without the consent of the Members.

### ARTICLE III

#### PROPERTY SUBJECT TO THIS DECLARATION

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

All of the Lots and Blocks, all-inclusive, as shown by the recorded plat thereof.

### ARTICLE IV

#### MEMBERSHIP IN THE ASSOCIATION

Every person who is a record Owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and of any future Declaration covering all or any part of the Subdivision which is subject by covenants of records to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### ARTICLE V

#### OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas in the Subdivision will ultimately be owned by the Association:

Section 2. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to and shall pass subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members, the Common Areas which may be used by guests or Members, and the conditions under which the Common Areas may be used by Members or their guests, and the conduct of Members or their guests, subject to the terms and provisions hereof.
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- C. The right of the Association, in accordance with the Articles of Incorporation and By-Laws and with the assent of two-thirds (2/3) of each class of Members, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof, and the rights of said mortgage in said properties shall be subordinate to the rights of the Members hereunder.
- D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations. The suspension of any rights of a Member from either use of the Common Areas or voting owing to the failure of a Member to pay dues or abide by rules of appropriate conduct shall not relieve the Member of the obligation to pay dues or other charges.
- E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved in writing by the City of Norman, and signed by a majority of each class of Members is filed of record in the Office of the County Clerk for Cleveland County.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the Members of his family, his tenants or contract purchasers who reside on the property, subject to rules, regulations, and limitations as the Association may, from time to time, establish.

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described as Blocks B and C as shown in the attached plat to the Association free and clear of all encumbrances and liens, upon the conveyance as a residence of the thirtieth (30<sup>th</sup>) Lot in Phase One and Two. The DECLARANT will retain the title to the portion of Block A, including the cabinet shop and sales office, not including the millpond. After five years from the date of filing of this intent, the cabinet shop will be converted to non-medical office use.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and the Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive. The Association responsibilities shall include but not be limited to care of all lawn and landscaping in Common Areas including the right of way along Porter Avenue, any maintenance of sprinkler systems and water use located in the Common Areas and Porter Avenue right of way, any charges for utilities including bridge lighting, sign lighting, and well and water pumping systems. The Association will be responsible for any maintenance and repairs on all Common Area structures including but not limited to the covered bridge canopy and wood sidewalks, fencing, sprinkler systems, mill wheel structure and mechanics, wood or concrete retaining wall structures, swimming pool, gazebos, clubhouse, tables and benches, jogging trails, and footbridges located in any Common Area in the Vineyard.

Section 6. Notwithstanding any other provisions herein, all Members of the Association in good standing, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of the class without consent of all Members of all classes, provided, however that:

A. The Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class. Use shall be consistent with obvious purpose. There shall be no activities conducted after 10:00 p.m., no camping or overnight events.

## ARTICLE VI

### CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

#### Section 1 - Voting Classes.

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of DECLARANT. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article N. When more than one person holds such 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 single Lot.

Class B. Class B Member(s) shall be the DECLARANT. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

A. When the total votes outstanding in the Class A membership equals four times the total votes outstanding in the Class B membership; or

B. On January 1, 2009; or

C. Earlier if in its discretion, the DECLARANT so determines.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be Class A Member entitled to one vote for each Lot in which it holds the interest required for membership under Article IV hereof.



ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of Lien and Personal Obligation for Assessment. The DECLARANT, for each Lot owned within the properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the Subdivision, by acceptance of a conveyance of such Lot, whether or not it shall be so expressed in such conveyance, covenants and agrees to pay the Association: (1) annual assessments or charges; and (2) special assessments for the capital improvements. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each assessment is made, superior to any homestead or other exemption provided by law, and any subsequent nongovernmental lienholders, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due. The personal obligation shall not pass to any successor in title.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the property Owners; and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common areas including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, advalorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management, and supervision thereof, utility services, and other charges directly related to the care, protection, and maintenance of the Common Areas.

Section 3 - Basis and Maximum of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$ <u>300<sup>00</sup>/<sub>100</sub></u> per year
Class B	\$ <u>150<sup>00</sup>/<sub>100</sub></u> per year

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of Members may be increased or decreased from that established herein by a vote of the Members for the next succeeding year and at the end of such period of one (1) year for

each succeeding one (1) year; providing that, any such charge as to any class shall have the assent of two-thirds (2/3) of the Members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

B. After consideration of current maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum of an annual increase not over 20 percent of the prior year.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to all classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least two-thirds (2/3) of the Members of both class of Members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at their last known address and to the address of each Lot, not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Members for the same year.

Section 5 - Uniform Rate of Assessment. Both annual and special assessments must be fixed at the same rate for each class of Members and may be increased or decreased on an annual basis.

Section 6 - Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or their proxies entitled to cast a vote constituting majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members in the manner provided herein for an adjourned meeting. At such adjourned meeting one half (1/2) of the required quorum at the preceding meeting shall then constitute a quorum. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7 - Commencement Date of Annual Assessments. 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 (30) days in

advance of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto in the same manner of other meetings. Within ten (10) days after a home is initially occupied, the Owner thereof shall furnish written notice of commencement of such occupancy to the Association. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether all the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 8 - Effect of Nonpayment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate of 1.5 percent per month (18 percent per annum), and the Association may bring an action against the Owner personally obligated to pay same, or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage, and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or suspension from use. The failure to provide acceptable maintenance shall not forgive the liability herein created. No Lot Owner may trade goods or services in lieu of assessments without the advance written consent of the Board of Directors of the Association.

Section 9 - Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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.

Section 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.

Section 11 - Report. The Board of Directors shall provide an annual report of activities, financial status, and plans of the Association. All records are open for inspection to all Members and their agents. No Member shall be compensated for their services to the Association.

## ARTICLE VIII

### USES OF LAND

All Lots and Blocks shall be used for private residence purposes only. No stores or business, no gas or automobile service station, and no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and each such dwelling house being designated for occupancy by a single family in its entirety except the combined cabinet shop and sales office and storage barn initially constructed by the DECLARANT. Each Lot shall remain approximately the same size as originally provided in the plat. Lot line adjustments must be approved by the Association in advance. No Lot splits shall be authorized.

Block A, B, and C shall be used as a Common Area only.

No noxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

## ARTICLE IX

### ARCHITECTURE, SIZE, MATERIAL, PLOTTING AND FENCING

Section 1 - Architecture. Complete plans including site plans, elevations, floor plan specifications, and landscape plans for any structure proposed to be erected must first be submitted to the DECLARANT prior to the commencement of any construction upon all Lots. If the DECLARANT does not act within thirty (30) days, the structure may be considered approved.

Section 2 - Size and Height. Residences constructed shall be the height and contain the minimum floor space, as follows:

A. All Lots and Blocks inclusive, one or two story, not over thirty (30) feet in height and 1000 square feet minimum. In computing the required square footage, the basement, attached porches, and garages shall be excluded.

Section 3 - Materials. The principal exterior of any such residence shall be of an approved vinyl, steel, cedar, or redwood lap siding that blends with the overall appeal of the neighborhood. Brick or stone may also be used to enhance the overall appearance of the structure. All or any exteriors must be approved, in advance, by the DECLARANT. Roofs are subject to approval, in advance, by the DECLARANT as to material, color, and pitch. Guttering is required subject to the approval of the DECLARANT as to location and amount.

Section 4 - Fencing. All fencing must be approved by the DECLARANT in advance of its installation. All fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. All common area fences shall be maintained by the Owner of the abutting Lot. All wood fencing will be six (6) feet in height from the ground and be of a style consistent with the neighborhood. These restrictions may be waived, in whole or part, by the DECLARANT.

Section 5 - Construction Period. Upon commencement of excavation for construction on any Lot, the work must be continuous, weather permitting, until the house and other improvements are completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said house and improvements is given by the DECLARANT. If no such consent is given, the DECLARANT or its designee may, but shall not be obligated to, complete such construction at the Lot Owner's expense or impose fines or other charges to enforce the completion.

Section 6 - Landscaping. Landscaping shall be required on all sites with completion of other improvements and shall conform to a Landscape Plan approved by the DECLARANT.

Factors to be considered may include, but shall not be limited to, whether the plan meets the following criteria:

- A. Planting beds to represent approximately 15 percent of the ground footage of home.
- B. Preserve existing trees to the extent practical.
- C. Permit reasonable access to utility lines and easements for installation and repair.
- D. At the time of completion, the front lawn will be sodded. On corner Lots, front and side sodding will be required at the time of completion.

E. All lawn areas of any sodded Lot will be required to be maintained in an attractive manner. The Association has the right to fine any Lot Owner or maintain any lawn in the Subdivision with a charge to the Lot Owner for services rendered. Fines or charges are to be set by the Association and shall be collected in the same manner as an assessment.

## ARTICLE X

### SET-BACK OF BUILDING STRUCTURES FROM STREETS

No building structure or part thereof shall be erected or maintained nearer to the front street, rear street or the side street than the front building limit line or the side building limit line of the aforementioned Lots, except as shown on said plat.

Any deviation from the above must have the prior written approval of the DECLARANT provided, however, that any such deviations shall not constitute a violation of the set-back requirements of the ordinances of the City of Norman, Cleveland County, Oklahoma.

## ARTICLE XI

### FREE SPACE (SIDE SET-BACKS)

No part of any building structure shall be erected nearer that five (5) feet, to the side property line except that cornices, spouting chimneys and ornamental projections may extend two (2) feet nearer than said property line. If the DECLARANT approves a one-half or two-story house, then the Owner shall conform to the side set-back lines as established from time to time by the ordinances of the City of Norman. Exceptions involving zero lot line construction are noted in Article XIII.

## ARTICLE XII

### PARKING, STORAGE, AND EASEMENTS

No parking or storage of trailers, boats or other vehicles not normally used as every-day transportation will be allowed on streets, Lots, or Common Areas, except where adequate screening has been previously provided and the DECLARANT has given its prior approval thereto.

The DECLARANT reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the Common Areas and

the areas indicated on the plat as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair or maintenance.

The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities enter or cross a Common Area, shall have an easement to do so provided that said Lot Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall promptly restore the surface of the Common Area so entered or crossed to its original condition, at the sole expense of the Lot Owner.

### ARTICLE XIII

#### PLANNED UNIT DEVELOPMENT DESIGN STATEMENT

The subdivision is planned as a single-family detached residential development. The concept of the Planned Unit Development is to provide a low-density residential development. Every effort will be made to preserve the natural integrity of the site including, but not limited to, mature trees and natural drainage. All homes in this Planned Unit Development will be constructed with strict covenants to comply with a nostalgic "Americana Neighborhood" concept. The wooden covered bridge entry and "Town Square" are designed to emphasize this quality concept.

### ARTICLE XIV

#### REARRANGING, RESUBDIVIDING OR REPLATTING

No rearranging, resubdividing or replatting may be done without the prior written consent of the DECLARANT. Lot line adjustments may be made to reflect minor changes; however, lot splits are prohibited so that each Lot shall remain the approximate same size as originally platted.

### ARTICLE XV

#### SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of any such property, or political signs within ninety (90) days of the election, provided that such signs do not exceed six (6) square feet in area, or those for which written approval has been obtained in advance from the DECLARANT. With the prior written consent of the DECLARANT, signs will be permitted in the Common Areas

for the purpose of identification, direction of ownership and may exceed six square feet in area.

Every outbuilding, shall, unless the Declarant otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

Outbuildings such as cabanas, greenhouses, playhouses, pergola, and similar buildings erected on any said Lots shall be approved, in advance of construction, by the Declarant within thirty (30) days after submission.

All mailboxes of brick or stone shall match the exterior material of the home and shall not exceed 24" in width and 24" in depth.

## **ARTICLE XVI**

### **GENERAL**

No tank for the storage of oil or other fluid may be maintained above ground on any of the Lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot in front of the building limit line without the prior written consent of the DECLARANT.

The keeping or housing of poultry, cattle, horses or other livestock, or any kind of character, is prohibited on any Lot or Block in The Vineyard.

No trash, ashes or other refuse may be thrown or dumped in any Lot or Common Area in this section. All garbage and trash must be screened from the view of the public.

No garage or outbuilding on any Lot shall be used as a residence or living quarters.

No house or outbuilding shall be moved to any Lot from another locality, without the prior consent of the DECLARANT. 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 DECLARANT. 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.



No tree removal or massive pruning may take place of any tree, on any Lot with the exception of dead or rotting wood, without the prior consent of DECLARANT.

No drilling or puncturing of the surface for oil, or gas or other minerals or hydrocarbons or water or combinations, thereof, shall be permitted without the prior written consent of the DECLARANT.

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 improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the mowing of the Common Area by tractor or other similar mowing machine.

No basketball goals or courts may be placed or constructed on the front of any house, or garage, or on stationary poles or platforms in the front of any house or on a side yard on corner Lots.

No skateboard ramps may be constructed in any yard.

Accessory structures including, but not limited to, exterior antennas, radio or television transmission or reception towers and discs, satellite reception antennas and the like shall not be constructed, placed or maintained in the front yard or side yard or on any part of a dwelling unit or garage in the subdivision. Any such accessory structure shall also be in accordance with the ordinances and regulations of the City of Norman.

It is the intent of the DECLARANT that the Association maintain the Common Areas in their natural state and there by preserve the natural beauty and limit the cost of upkeep. Every effort shall be made to preserve the natural state of the properties and pursuant thereto DECLARANT shall have, and hereby reserve the right to approve removal of any and all trees which are not directly located on Lots to be improved.

Each owner of a Lot, when construction of improvements is finished or nearly finished thereon, shall construct a sidewalk on or abutting such Lot in strict accordance with the ordinances and regulations of the City of Norman, provided, however, that such Owner shall, at his sole cost and expense, restore any portion of the common Areas disrupted by such sidewalk construction.

Each owner, at his sole cost and expense, shall be responsible for grassing and maintaining the right of way abutting each Owner's Lot.

## ARTICLE XVII

### ARCHITECTURAL CONTROL

At such a time as the Class "B" memberships expire, an Architectural Review Board consisting of three (3) persons shall be appointed by the Board. Replacements to this board will be made by the Board of Directors as they consider necessary.

The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

All construction plans for additions, new structures and exterior changes will be submitted to this board in writing for approval. If the board does not act within thirty (30) days, the structure may be considered approved.

## ARTICLE XVIII

### RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them. The Owner of any Lot in this Subdivision shall have the right to sue for and obtain an injunction to prevent the breach of, or, to enforce the observance of the restrictions and covenants herein. An unenforced violation of a covenant shall not be deemed a waiver of the right to do so thereafter. Bond for any injunction is specifically waived.

## ARTICLE XXIV

### RIGHT TO ASSIGN

The DECLARANT or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument. Any changes involving ownership of any common area must be approved, in writing, by the City of Norman.

**ARTICLE XX**

**JUDGMENT CONCLUSIVE**

Upon conversion of the Class B membership to Class A membership all such consents, waivers or approvals required by Articles IX, X, XII, XV, XVII, and XVIII shall be exercised by the Board of Directors of the Association or by a committee of three (3) persons appointed by the Board of Directors.

**ARTICLE XXII**

**DURATION**

All of the restrictions as set forth herein shall run with the land and continue and be binding upon DECLARANT, and upon its successors and assigns, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years provided that during the first twenty-one (21) year term the Owners of nine-tenths (9/10ths) of the Lots and thereafter the Owners of three-fourths (3/4ths) of the Lots herein platted may at any time by a written instrument signed by all of such persons, vacate or modify all of any part of this Declaration. Any such amendment must be filed of record.

**ARTICLE XXII**

**SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

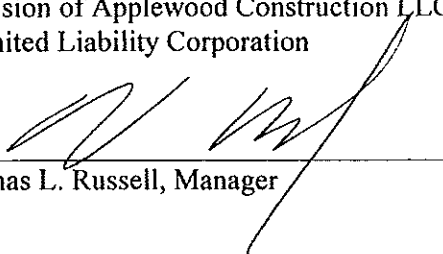
**ARTICLE XXIII**

As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration:

- A. Annexation of additional properties,
- B. Dedication of the Common Area, and
- C. Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, THE DECLARANTS have set their hand and seal  
this 28th day of JANUARY 2000

Applewood Development  
A division of Applewood Construction LLC  
A Limited Liability Corporation

  
\_\_\_\_\_  
Thomas L. Russell, Manager

Before me the undersigned, a Notary Public in and for said county and state on this  
25 day of January, 2000 personally appeared Thomas L. Russell, to me  
known to be the identical person who executed the within and foregoing instrument as General  
Partner and acknowledged to me that he executed the same as his free and voluntary act and deed  
for the use and purposes set forth.

Given under my hand and seal the day and year last above written.

My commission expires: 4/28/2003



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