

Advisory

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
FOREST GLEN NORTH SECTION 1

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Carolynn Caudill

Pursuant to previous declaration of covenants, conditions and restrictions filed for Forest Glen Addition in Book 7333, Pages 276-333, and amended in Book 8758, Pages 417-468, records of Oklahoma County, Oklahoma, the undersigned being the Declarant identified in said original Declaration hereby annexes the property described on the attached Exhibit "A" to Forest Glen North Section 1.

The undersigned further declares that the said property described on attached Exhibit "A" shall be subject to that original Declaration set forth above and all subsequent Declarations filed with respect to Forest Glen North Section 1.

The undersigned further declares:

- (a) That the property annexed hereby is in the immediate proximity of existing FOREST GLEN
- (b) A Plat has been filed for Forest Glen North Section 1 in Book 69, Page 21, with respect to subject property
- (c) Such property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to all those restrictions affecting FOREST GLEN, Sections 1, 2, 3, 4 & 5
- (d) Minimum Square Footage requirement for Forest Glen North Section 1 shall be no less than two thousand (2,000) square feet
- (e) Attached hereto is Exhibit "A" which reflects the land use classifications pertaining to said newly annexed property
- (f) All Provisions of Plat recorded in Book 69, Page 21 have been met
- (g) The undersigned is the sole owner of said property being annexed

Dated this 3rd day of April, 2012.

DECLARANT
Moore & Company, Inc.
An Oklahoma Corporation

By: 
Jeffrey L. Moore, President

BOOK 7333 PAGE 0276

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PAGES 276 - 333
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1200 S. AIR DEPOT STE. M
MIDWEST CITY, OK 73110

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
FOREST GLEN**

(a Planned Unit Development in Midwest City, Oklahoma)

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date hereinafter set forth by MOORE & COMPANY, INC., an Oklahoma corporation, hereinafter referred to as "DECLARANT".

FOREST GLEN SEC. 1 is part of a planned unit development addition to the City of Midwest City, Oklahoma County, Oklahoma. Being a tract of land in the Southeast Quarter (SE/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of the said Southeast Quarter: thence N00°02'00" East on the East Line of the Southeast Quarter a distance of 378.41 feet to the point of beginning; thence North 00°02'00" East continuing along the East line of the said Southeast Quarter a distance of 1017.15 feet; thence South 72°21'00" West a distance of 167.14 feet; thence North 80°05'50" West a distance of 129.71 feet; thence North 63°38'24" West a distance of 826.17 feet; thence North 75°28'28" West a distance of 228.06 feet; thence South 14°24'02" West a distance of 392.19 feet; thence North 89°35'58" West a distance of 135.62 feet; thence South 05°11'11" East a distance of 241.33 feet; thence North 87°30'00" East a distance of 278.88 feet; thence South 02°30'00" East a distance of 6.39 feet; thence North 87°30'30" East a distance of 50.00 feet; thence North 81°21'36" East a distance of 248.15 feet; thence South 63°38'24" East a distance of 530.12 feet; thence South 00°02'00" West a distance of 222.08 feet; thence westerly on a curve to the left having a radius of 487.77 feet, a chord bearing of South 77°10'48" West, a chord distance of 47.96 feet for a curve distance of 47.96 feet; thence South 18°34'32" East a distance of 146.52 feet; thence South 00°02'00" West a distance of 231.57 feet; thence South 89°58'00" East a distance of 410.00 feet to the point of beginning containing 20.48 acres, more or less.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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NOW, THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The property described above is a part of a larger land area which it is anticipated will be annexed to and developed as a part of **FOREST GLEN**.

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOREST GLEN**

**ARTICLE I
DEFINITIONS**

Section 1.01 "Architectural Committee" shall mean the committee created pursuant to Article IV, Section 4.01.

Section 1.02 "Architectural Committee Rules" shall mean rules adopted by the Architectural Committee pursuant to Article IV, Section 4.04.

Section 1.03 "Articles" shall mean the Articles of Incorporation of FOREST GLEN HOMEOWNERS ASSOCIATION, INC., filed in the Office of the Secretary of State of the State of Oklahoma.

Section 1.04 "ASSOCIATION" shall mean and refer to FOREST GLEN HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 1.05 "Association Fence" is that fence which may be constructed by DECLARANT along any exterior property line of FOREST GLEN, a planned unit development in Midwest City, Oklahoma County, Oklahoma.

Section 1.06 "BOARD" shall mean the Board of Directors of the ASSOCIATION.

Section 1.07 "Bylaws" shall mean the bylaws of the Association which are or shall be adopted by the BOARD and such bylaws as may from time to time be amended.

Section 1.08 "COMMITTEE" shall mean the ARCHITECTURAL COMMITTEE.

Section 1.09 "Common Area" shall mean that real property owned by the ASSOCIATION for the common use and enjoyment of the OWNERS and which is described as follows: Common Lots, as shown on any of the plats of FOREST GLEN, a planned unit development to the City of Midwest City, Oklahoma County, Oklahoma, recorded in the Office of the County Clerk of Oklahoma County; the private streets; and any additional property deeded to the ASSOCIATION for use in the development of a club house, swimming pool, and other facilities.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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Section 1.10 "DECLARANT" shall mean and refer to MOORE & COMPANY, INC., an Oklahoma Corporation, and its successor designated pursuant to Section 7.06 or its successor is not designated pursuant to Section 7.06, its successors and assigns under applicable law if such successors and assigns should acquire more than one undeveloped lot for the purpose of development and annexation to FOREST GLEN.

Section 1.11 "DECLARATION" shall mean this document which contains covenants, conditions and restrictions referred to as the "FOREST GLEN RESTRICTIONS."

Section 1.12 "Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in the dwelling.

Section 1.13 "File" shall mean, with respect to any document or notice required to be filed under this DECLARATION, the submission of such document or notice to the Secretary of the ASSOCIATION or the representative in charge of maintaining records for the COMMITTEE or the DECLARANT, as the context requires.

Section 1.14 "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 1.15 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision maps or plats of FOREST GLEN with the exception of common areas, and streets. "Corner Lot" shall mean any Lot which abuts upon more than one street.

Section 1.16 "Operating Fund" shall mean the fund created for the receipts and disbursements of the ASSOCIATION.

Section 1.17 "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 part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.18 "Party Wall" shall mean a wall which adjoins or abuts a wall or fence of a residence on a contiguous lot over a longitudinal section of both such wall or fence. A Party Wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface of such wall from the bottom of the foundation over the full length and height of the Party Wall.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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Section 1.19 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 1.20 "Plats of FOREST GLEN" shall mean and refer to the plat of the FOREST GLEN SEC. 1, a Planned Unit Development in the City of Midwest City, Oklahoma, recorded in the Office of the Registrar of Deeds for Oklahoma County, State of Oklahoma, in Plat Book 58 at Page 80, and future plats of property annexed pursuant to the provisions of Section 2.02.

Section 1.21 "Properties" shall mean and refer to that certain real property described on Page 1 of this Declaration, and all property annexed pursuant to the provisions of Section 2.02, also referred to herein as "FOREST GLEN".

Section 1.22 "Record, Recorded" shall mean, with respect to any document, the recordation of said document in the Office of the Registrar of Deeds for the Oklahoma County, State of Oklahoma.

Section 1.23 "Residence" shall mean a building or buildings including any garage, carport or similar outbuilding used for residential purposes.

Section 1.24 "Single Family Residential Use" shall mean occupation and use of a single family dwelling in conformity with the FOREST GLEN RESTRICTIONS and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

Section 1.25 "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the plats of FOREST GLEN as private streets.

Section 1.26 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 1.27 "FOREST GLEN" shall mean all of the real property described on Page 1 of this Declaration, and all real property annexed pursuant to the provisions of Section 2.02, also referred to herein as "Properties."

Section 1.28 "FOREST GLEN development" shall mean all of the real property described on Page 1 of this Declaration, and all real property annexed pursuant to the provisions of Section 2.02, also referred to herein as "Properties."

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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Section 1.29 "FOREST GLEN RESTRICTIONS" shall mean all of the covenants, conditions and restrictions set forth in this Declaration, and any additional covenants, conditions and restrictions set forth in Declaration for property annexed pursuant to the provisions of Section 2.02..

Section 1.30 "FOREST GLEN RULES" shall mean the rules adopted by the BOARD of the ASSOCIATION, as they may be in effect from time to time pursuant to the provisions of Section 5.06.

UNOFFICIAL

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOREST GLEN**

**ARTICLE II
PROPERTY SUBJECT TO FOREST GLEN RESTRICTIONS**

**Section 2.01 GENERAL DECLARATION CREATING FOREST GLEN
RESTRICTIONS**

Declarant hereby declares that all of the real property located in the County of Oklahoma, State of Oklahoma, described in this document on page 1 is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the FOREST GLEN RESTRICTIONS, meaning the covenants, conditions and restrictions set forth in this DECLARATION and any additional covenants, conditions and restrictions set forth in Declaration for property annexed pursuant to the provisions of Section 2.02..

All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property, and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part hereof. All of the FOREST GLEN RESTRICTIONS shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of DECLARANT, all OWNERS and their successors in interest.

**Section 2.02 ANNEXATION OF OTHER REAL PROPERTY OWNED BY
DECLARANT**

DECLARANT may, at any time, pursuant to the provisions of this Section, annex to FOREST GLEN SEC. 1 all or any part of any real property now owned or hereafter acquired by DECLARANT provided that such property is within the proximity of FOREST GLEN SEC. 1.

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

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

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(b) set forth or refer to such additional or different covenants, conditions and restrictions applicable to such property as provided in Paragraph D below, which may be different than the covenants, conditions and restrictions included in this declaration, and may include smaller lots, zero lot line lots, and reduced square footage requirements for the property being annexed,

(c) declare that such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the FOREST GLEN RESTRICTIONS as modified by such supplementary declaration;

(d) have attached as an exhibit with legal descriptions of a plat establishing the land classifications within the area annexed, and;

(e) state that the provisions of Paragraph B below have been complied with.

B. ASSESSMENT LIMITATION. It is anticipated that annual assessments will decrease with the annexation of additional property to FOREST GLEN due to the additional lots which will then be assessed for the maintenance of, (1) the Common Area, (2) the unpaved portion of right-of-way along Hiwassee Road, (3) the Association Fence, (4) the Association Entrance Facility, and (5) street lighting of the private streets in FOREST GLEN. Prior to the annexation of any such property DECLARANT shall estimate the assessment that would be assessed pursuant to SECTION 6.02 for the first full year following annexation assuming such property were annexed to FOREST GLEN if such estimated regular assessment exceeds the limit set forth in SECTION 6.02C(1), such limit to be determined as if such property were annexed to FOREST GLEN but without the addition of any special assessments pursuant to SECTION 6.02D, then such property shall not be annexed unless such annexation has been approved by the vote of 51 percent of the members who are voting in person or by proxy, at a meeting duly called for this purpose and thereby subject to the provisions of this DECLARATION as modified by the supplementary declaration filed with respect to such property.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST GLEN

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

(1) With respect to the land classifications then provided in Section 3.01 hereof, such additional or different covenants, conditions and restrictions with respect to the use thereof as DECLARANT may deem to be appropriate for the development of such property, provided that said additional or different covenants, conditions and restrictions shall be in accordance with the planned unit development as approved by the City of Midwest City, Oklahoma, and the general harmony with the covenants, conditions and restrictions established in this document.

E. LIMITATION ON NEW USES AND RESTRICTIONS. DECLARANT has retained the authority granted in Paragraph D above in order to accommodate the character of the property annexed and changes in life style, personal values, technology, land use and housing methods which are certain to occur over the life of this DECLARATION. However, when exercising that authority, DECLARANT shall not impose new covenants, conditions and restrictions which would cause the annexed property to be out of harmony with the Planned Unit Development and existing plats of FOREST GLEN.

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

Section 2.03 PRESUMPTION OF VALID ANNEXATION

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

Section 2.04 ANNEXATION PLANS

It is the intention of the DECLARANT to request annexation of that real property now owned or hereafter acquired by it in proximity to FOREST GLEN SEC. 1 which is identified as subject to annexation on Exhibit "A" attached hereto.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOREST GLEN**

**ARTICLE III
LAND USE CLASSIFICATIONS
PERMITTED USES AND RESTRICTIONS**

Section 3.01 LAND CLASSIFICATIONS

The land within FOREST GLEN is divided into the following land classifications:

- A. Single Family Areas
- B. Zero Lot Line Single Family Areas
- C. Common Areas

The land within FOREST GLEN at the date of the recordation of this DECLARATION is classified as set forth on Exhibit "B" attached hereto. When property is annexed to FOREST GLEN, the land classifications thereof and covenants, conditions and restrictions with respect to the use thereof shall be established by the supplementary declaration covering said property.

Section 3.02 SINGLE FAMILY AREAS, PERMITTED USES AND RESTRICTIONS

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

A. **SINGLE FAMILY USE.** All lots in FOREST GLEN shall be improved and used exclusively for single family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any of these lots.

B. CONSTRUCTION OF RESIDENCES.

(1) **ARCHITECTURAL CONTROL:** No building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans including building plans with complete elevations, plot plans, landscape plans, and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing, as to harmony of external design and location in relation

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to topography and surrounding structures built and to be constructed in FOREST GLEN, by an ARCHITECTURAL COMMITTEE composed of three (3) representatives appointed by the DECLARANT. Pursuant to its rule making power under Section 4.04, said ARCHITECTURAL COMMITTEE shall establish and set forth in ARCHITECTURAL COMMITTEE GUIDELINES, a procedure for the preparation, submission and determination of applications for any improvement or alteration. If either of the following events occurs, the approval of the ARCHITECTURAL COMMITTEE will not be required and this Article will be deemed to have been fully complied with:

- (a) Plans for the particular type of improvement proposed are exempt, pursuant to ARCHITECTURAL COMMITTEE GUIDELINES, from the requirement that plans for all improvements be submitted, or
- (b) the ARCHITECTURAL COMMITTEE fails to approve or disapprove the proposed design and location within thirty (30) days after the Plans and Specifications therefore have been submitted to it.

(2) MINIMUM SIZE OF DWELLINGS:

- (a) Minimum Square Footage Requirements. Only one single family residential dwelling not to exceed two stories in height shall ever be placed, constructed, altered, or erected on any lot exclusive of basements, one story open porches, breezeways and attached garages. Any structure of more than one story shall not have less than one thousand eight hundred (1,800) square feet on the ground floor area with combined total to be not less than two thousand two hundred (2,200) square feet. Garages must be attached, and shall not be less than two (2) car type and not to exceed four (4) car type with all vehicle openings to be on the side or rear of the dwelling.
- (b) Roof Pitch Requirements. All residential dwelling structures shall have a roof pitch of not less than eight vertical to twelve horizontal (8/12).

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(3) "SET BACK" RESTRICTIONS:

(a) Front Building Line. No building, or any part thereof or fence shall ever be located nearer to the said street lot line, than the building setback lines shown on the recorded plat or plats of FOREST GLEN and identified as "Building Line".

(b) Side Building Line. No structure except open terraces and open porches without a roof, shall be located nearer than five (5) feet for single story dwellings and seven (7) feet for two story dwellings each side lot line. Provided, however, that where the whole or parts of two or more adjoining lots are used for a single building site, then the aforesaid lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof shall apply to the exterior side boundary lines of the actual building site used. No fence shall be constructed within five (5) feet of the side lot line and all fences require prior approval from the ARCHITECTURAL COMMITTEE.

(4) MATERIALS: Any deviation from the following Material requirements must be approved in advance, in writing, by the ARCHITECTURAL COMMITTEE.

(a) Roofs - All roofs are to be wood shingles, shakes, or weathered wood colored architectural style composition shingles which, for purposes herein, shall be defined as shingles, with felt or fiberglass, weighing a minimum of two hundred fifty (250) pounds per square.

(b) Exterior - No asbestos siding of any type, shall be used as siding on exterior walls. The principal exterior of any structure or building shall be in accordance with one of the following restrictions.

(1) A minimum of seventy five (75) percent shall be brick or stone, and a maximum of twenty five (25) percent may be frame, siding, or other material which will blend together with the brick or stone, or

(2) As an alternative to the brick or stone requirement, maintenance free vinyl or maintenance free aluminum siding (must be submitted with the architectural design and plans to the ARCHITECTURAL COMMITTEE for written approval) may be utilized for a maximum of seventy five (75) percent with brick or stone being utilized for the remaining twenty five (25) percent.

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It is the intention of this restriction to allow panels of materials other than brick or stone to be used. This restriction is intended to restrict the principal exterior of structures to masonry or approved siding in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design.

(c) Driveways - All driveways must be made of concrete with a minimum of four (4) inches in depth and minimum of sixteen (16) feet in width. Each building structure used as a residence must provide at all times parking space on the owner's premises for two (2) automobiles outside the garage on a paved surface.

(d) Fireplaces - All wood or coal burning fireplaces shall be of masonry construction with a minimum thickness of three inches, however, metal fireplace inserts may be used provided the metal insert is placed inside of a masonry shell and the flue is of vitrified clay and masonry construction. No wood or wood product chimneys are allowed. Gas burning log inserts with no chimneys are allowed.

(5) CONSTRUCTION:

(a) Dwelling - No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property. Upon commencement of excavation for construction on any lot or lots in this plat, the work must be continuous, weather permitting, until the house or other improvement is completed and such construction must be completed within a period of time of eight (8) months unless further extension of time for completion of such 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.

(b) Landscaping. The time limit for completion of the grass yard, underground sprinklers, and landscaping originally approved by the ARCHITECTURAL COMMITTEE is as follows:

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Front Yard - Slab sod or hydromulched grass must be completed before first occupancy of the dwelling.

Front Yard Flowerbeds, Landscaping, Sprinkler System, and Rear Yard - All grass, all approved landscaping and the front yard sprinkler system must be completed within one year after the first occupancy of the dwelling.

(6) **RIGHTS-OF-WAY:** No fence or enclosure, hedge or shrubbery of any type or nature whatsoever shall ever be constructed, placed or maintained on any private street right-of-way by any OWNER not acting on behalf of the ASSOCIATION pursuant to its duties under this DECLARATION.

(7) **FENCING:** All fences must not be set any further forward than the half-way point of the main residence upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. This restriction may be waived, in whole or in part by the DECLARANT. No adjoining fences are allowed and all fencing must be set back from the side lot line a minimum of five (5) feet. All fencing must be approved in writing by the ARCHITECTURAL COMMITTEE, prior to the beginning of construction. The ARCHITECTURAL COMMITTEE may allow adjoining fences in areas which contain retaining walls or other features which impact the safe use of the area between fences.

C. **IMPROVEMENTS AND ALTERATIONS.** No improvement, excavation, or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its existing state (any prior improvements having been approved in accordance with this DECLARATION) shall be made or done unless approved by the ARCHITECTURAL COMMITTEE in accordance with the provisions of Section 3.02B hereof.

D. **MAINTENANCE AND REPAIR OF BUILDINGS.** No building or structure upon any lot shall be permitted to fall into disrepair, and subject to the requirements of Paragraph C above, each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. OWNERS shall maintain in good repair the exterior surfaces, including walls, roofs, porches, patios and appurtenances of their residences. Nothing shall be done in or to any residence which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required hereunder. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or neglected to maintain such exterior surfaces in good repair, the BOARD shall give such OWNER notice of his failure to comply with this provision, setting forth the nature of the maintenance or repair required. If upon the expiration of thirty (30) days from the date of such notification the OWNER fails to remedy such noncompliance and the BOARD determines that:

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(1) failure to undertake the necessary maintenance would affect the overall appearance of the Properties or otherwise jeopardize the value of other Properties in FOREST GLEN, and

(2) the performance of such maintenance or repairs by the ASSOCIATION would not jeopardize the favorable tax status of the ASSOCIATION pursuant to applicable law, the ASSOCIATION may thereupon cause the maintenance or repairs to be performed and in such event the OWNER shall reimburse the ASSOCIATION for all reasonable expenses incurred in connection therewith upon demand. If such expenses are not promptly paid by the OWNER to the ASSOCIATION, the BOARD shall levy a reimbursement assessment against such OWNER pursuant to Section 6.03 hereof.

E. **ANIMALS.** No animal or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot within FOREST GLEN and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to run at large, make any unreasonable amount of noise, or otherwise, to become a nuisance. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be visible from neighboring property unless approved by the ARCHITECTURAL COMMITTEE.

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

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

H. **MISCELLANEOUS STRUCTURES AND TEMPORARY OCCUPANCY.** No trailer, basement or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be removed immediately after the completion of construction. No miscellaneous structures are allowed on this property without the prior written approval of the ARCHITECTURAL COMMITTEE. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming apart of the principal living structure, storage tanks, tool sheds, kennels, pool houses, pergola, radio and television towers, antenna or aerials, satellite dishes or any temporary structures. This is not intended to

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prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners. Renting to roomers or to a second family is prohibited. No house or outbuilding shall be moved to any lot from any other locality, without the prior consent of the ARCHITECTURAL COMMITTEE.

A detached garage for recreational vehicle (R.V.), boat, or camper, constructed of the same material as the residential dwelling structure may be constructed on each lot provided the maximum size does not exceed a length of thirty (30) feet and a width of twenty two (22) feet, and provided that the location is behind the residential dwelling structure, it being the intent to require all R.V.s, boats, and campers to be garaged or screened so as not to be visible from the street. Approval of any detached garage location by the ARCHITECTURAL COMMITTEE is required.

Any accessory building not exceeding fourteen (14) in width or fourteen (14) feet in length, with a total height not exceeding fourteen (14) feet measured from the natural ground to the top of the ridge does not have to be constructed of the same material as the dwelling, however, the building construction materials and location must be approved in advance, in writing, by the COMMITTEE.

I. TRAILERS, BOATS AND MOTOR VEHICLES. No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck, camper or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street within FOREST GLEN in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the ARCHITECTURAL COMMITTEE. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever, shall ever be permanently parked, located or otherwise maintained in FOREST GLEN so as to be visible from neighboring property.

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

K. TRASH CONTAINERS AND COLLECTION. No garbage cans or refuse containers shall be placed or be permitted to remain at the street side of the dwelling or upon

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the lot within view of the street, except upon those days scheduled for garbage and refuse collection. Except on days for collection, said cans or containers shall be kept in a place that is not subject to public view. Garbage cans shall not be visible from neighboring property nor from the street side and shall be concealed by walls of similar materials used on the residence.

L. CLOTHES DRYING FACILITIES. Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a walled service yard or otherwise concealed and shall not be visible from neighboring property or from the street.

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

N. MAINTENANCE OF LAWNS AND PROPERTY. Each OWNER shall keep his lot and property properly cultivated and free of trash, weeds and other unsightly material. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or neglected to properly maintain his lot, the BOARD may give notice and take appropriate corrective measures in accordance with the requirements and procedures set forth in Section 3.02D for such BOARD action in regard to maintenance and repair of building, including the procedures authorizing a reimbursement assessment pursuant to Section 6.03 hereof.

O. MINERAL EXPLORATION. No property within FOREST GLEN shall be used in any manner to explore for, or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind. No tank for the storage of oil, or other fluid, may be maintained above the ground on any of the lots.

P. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within FOREST GLEN, except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence.

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

R. RESTRICTION ON FURTHER SUBDIVISION. No lot in FOREST GLEN shall be further subdivided, rearranged, or replatted nor shall any less than all of such lot be conveyed or any easement or other interest given therein without the prior written approval of the DECLARANT.

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S. **MAILBOXES.** Mailboxes shall be installed or constructed which are of a material that is harmonious with the dwelling and approved in advance of their installation or construction by the ARCHITECTURAL COMMITTEE. No mailbox will be approved for use in FOREST GLEN which is of a width greater than twenty four (24) inches, exclusive of any planter type base not greater than twelve (12) inches from ground elevation. The purpose of this restriction is to assure that the appearance of the streetscape will not detract from the individual residences.

T. **SIGNS.** No signs whatsoever which are visible from neighboring property shall be erected or maintained on any lot within FOREST GLEN except:

- (1) Such signs as may be required by legal proceeding.
- (2) Residential identification signs of a combined total face area of seventy-two square inches or less for each lot.
- (3) not more than two signs having a maximum face area of ten (10) square feet temporarily installed in connection with the sale or rental of a residence, garage sale or political campaign, and
- (4) Signs installed by homebuilders which are necessary or convenient to the sale of homes within FOREST GLEN. Limitations upon signs installed by homebuilders shall be established by the ARCHITECTURAL COMMITTEE.

U. **DECLARANTS EXEMPTION.** Nothing contained in the FOREST GLEN RESTRICTIONS shall be construed to prevent the erection or maintenance by DECLARANT or their duly authorized agents of structures or signs necessary or convenient to the development, sale, operation or disposition of property within FOREST GLEN.

Section 3.03 PARTY WALLS AND ENCROACHMENTS

A. **PARTY WALLS.** The only allowable Party Wall in the Single Family Residential Lots is a retaining wall constructed along the property line between two lots. All other facilities including fences must be set back from the side property line a minimum of five (5) feet. In the Zero Lot Line Single Family Residential lots, Party Walls are allowed. The rights and duties of OWNERS with respect to Party Walls shall be as follows:

- (1) The OWNERS of contiguous lots who have a Party Wall shall equally have the right to use such wall, provided that such use does not interfere with the use and enjoyment of adjoining lots.
- (2) In the event that any Party Wall is damaged or destroyed through the act of an OWNER or any of his agents or guests or members of his family (whether or not such

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act is negligent), it shall be the obligation of such OWNER to rebuild and repair the Party Wall without cost to the adjoining lot OWNER.

(3) In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining OWNER, his agents, guests or family, it shall be the obligation of OWNERS whose lots adjoin such Party Wall at their joint and equal expense, however, if the Party Wall is a part of a main structure, the obligation falls upon the OWNER of the lot on which the main structure is located.

(4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall without the prior consent of OWNERS of any interest therein, whether by way of easement or in fee.

(5) In the event of a dispute between the OWNERS with respect to the repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such OWNERS shall submit the dispute to the BOARD, the decision of which shall be binding.

**Section 3.04 COMMON AREA; CONSTRUCTION AND ALTERATIONS OF
IMPROVEMENTS**

The Common Area shall be held, maintained and used to meet the aesthetic interests of OWNERS or to enhance their beneficial enjoyment of the environment of FOREST GLEN and for no other purpose. The only permitted uses of the Common Area shall be the construction, operation, maintenance, repair, renewal, reconstruction, or replacement of the Common Area improvements (which may include club houses, swimming pools, recreational facilities, guard stations, security gates, etc.), private streets and roadways, and landscaping. No improvement, excavation or work which in any way alters the Common Area from its existing state shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this Section.

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

B. **APPLICATION FOR APPROVAL.** Except to the extent otherwise provided in Paragraph D below, if the ASSOCIATION proposes to construct, reconstruct or alter any improvement located upon the Common Area (such as club houses, swimming pools, recreational facilities, etc.), or if the ASSOCIATION proposes to make or create any excavation or fill, to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover upon the Common Area, the ASSOCIATION shall submit to

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the ARCHITECTURAL COMMITTEE for approval two sets of final plans and specifications for any such work in such form and containing such information as the ARCHITECTURAL COMMITTEE may require. The ARCHITECTURAL COMMITTEE shall approve the plans and specifications submitted to it pursuant to this Paragraph only if the following conditions have been satisfied:

(1) If the plans are to construct any new improvement (including any alteration of the exterior appearance of any existing improvement) upon the Common Area, the ARCHITECTURAL Committee must find that such improvement is desirable in order to enhance the enjoyment of such area, or is desirable to protect, support or preserve any property which constitutes a part of FOREST GLEN.

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

C. METHOD OF APPROVAL. All such approvals shall be in writing. Plans which have been neither approved nor rejected within thirty (30) days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans, as finally approved, shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to the Common Area:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph C above, or (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph E below;

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

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

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

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**Section 3.05 UNPAVED RIGHT-OF-WAY ALONG HIWASSEE ROAD
ADJACENT TO THE EASTERN BOUNDARY OF FOREST GLEN SEC. 1 AND THE
PRIVATE ROADWAY AND STREET IMPROVEMENTS**

As provided in Section 5.04D of this DECLARATION, the ASSOCIATION shall operate and maintain that unpaved portion of the right of way West of Hiwassee Road adjacent to FOREST GLEN SEC. 1 and the private roadways and streets within the FOREST GLEN, and the improvements thereon, including the Association Fence along such property line. The unpaved portion of right of way hereinabove described shall be maintained and used to meet the aesthetic interests of OWNERS or to enhance their beneficial enjoyment of the environment of FOREST GLEN or the value of the Properties and for no other purpose. The only permitted uses of such unpaved portion of right-of-way shall be the operation, maintenance, repair, renewal or replacement of right-of-way improvements, including landscaping and street lighting, and the installation of guard houses and/or security gates within FOREST GLEN.

A. LIMITATION ON CONSTRUCTION; APPLICATION FOR APPROVAL. No improvement, excavation or work which in any way alters such unpaved portion of right-of-way from its existing state shall be made or done unless:

(1) In strict compliance with the restrictions and limitations of Section 3.04A with regard to the Common Area and in accordance with the procedures for ARCHITECTURAL COMMITTEE approval set forth in Section 3.04, Paragraphs B and C; and

(2) In strict compliance with applicable ordinances, rules and policies of the City of Midwest City, Oklahoma, or any board, commission, or governmental subunit thereof.

B. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to such unpaved portion of right-of-way and the private streets and roadways, but subject to any applicable ordinances, rules or policies of the City of Midwest City or any board, commission or other governmental subunit thereof:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph A above, or (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph C below;

(2) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the ASSOCIATION deems necessary; and

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

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- (4) Place and maintain street lights.

C. **DECLARANT'S PLANS AND SPECIFICATIONS.** DECLARANT shall from time to time file with the ARCHITECTURAL COMMITTEE such plans and specifications as it may have in its possession for the purpose of maintaining a permanent record of improvements constructed on such unpaved portion of the street right-of-way and improvements constructed on the private roadway or private streets within the FOREST GLEN.

Section 3.06 EASEMENTS FOR MAINTENANCE OF COMMON AREA AND THE UNPAVED RIGHT-OF-WAY ALONG HIWASSEE ROAD ADJACENT TO THE EASTERN BOUNDARY OF FOREST GLEN SEC. 1 AND ALONG THE COMMON LOTS REQUIRED FOR THE CONSTRUCTION OF THE PRIVATE STREETS AND PRIVATE ROADWAYS.

Perpetual nonexclusive easements for ingress and egress over, under, across, in and upon the Properties are hereby declared, created and reserved by the DECLARANT for the benefit and use of the ASSOCIATION, its successors and assigns, agents and employees, to provide reasonable access to the Common Area and portion of unpaved right-of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D hereof for the purpose of performing any maintenance, construction or operations permitted or authorized by this DECLARATION with respect to such areas or the improvements located thereon, including the Association Fence.

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**ARTICLE IV
ARCHITECTURAL COMMITTEE**

**Section 4.01 ORGANIZATION, POWER OF APPOINTMENT AND
REMOVAL OF MEMBERS**

There shall be an ARCHITECTURAL COMMITTEE, organized as follows:

A. **COMMITTEE COMPOSITION.** The ARCHITECTURAL COMMITTEE shall consist of three (3) persons. No COMMITTEE member shall be required to meet any qualifications for membership.

B. **ALTERNATE MEMBERS.** There shall be one (1) alternate member who may be designated by the COMMITTEE to act as a substitute on the COMMITTEE in the event of absence or disability of a COMMITTEE member.

C. **APPOINTMENT AND REMOVAL.** The right to appoint and remove all members and alternate members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in the DECLARANT unless prior to said time DECLARANT records a declaration waiving its rights hereunder. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternative member replaced or removed from the ARCHITECTURAL COMMITTEE.

D. **RESIGNATIONS.** Any member or alternate member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE upon written notice delivered to the DECLARANT.

E. **VACANCIES.** Vacancies of the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the DECLARANT.

Section 4.02 DUTIES.

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

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Section 4.03 MEETINGS.

The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the COMMITTEE. The COMMITTEE shall keep and maintain a record of all actions taken by it at such meetings or otherwise.

Section 4.04 ARCHITECTURAL COMMITTEE RULES.

The ARCHITECTURAL COMMITTEE may, from time to time, and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations, to be known as "ARCHITECTURAL COMMITTEE RULES." Said "RULES" shall interpret and implement the provisions herein by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, materials, maintenance and repairs and similar features which are recommended for use in FOREST GLEN.

Section 4.05 NO WAIVER.

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

Section 4.06 ESTOPPEL CERTIFICATE

Within thirty (30) days after written demand is delivered to the ARCHITECTURAL COMMITTEE by any OWNER, and upon payment to the ASSOCIATION of a reasonable fee (as fixed from time to time by the ASSOCIATION), the ARCHITECTURAL COMMITTEE shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any lot of a said OWNER) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with the FOREST GLEN RESTRICTIONS, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such noncompliance. Any purchasers from the OWNER, or from anyone deriving an interest in said lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the ASSOCIATION, DECLARANT and all OWNERS and such persons deriving any interest through them.

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Section 4.07 LIABILITY.

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

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ARTICLE V
FOREST GLEN HOMEOWNERS ASSOCIATION, INC.

Section 5.01 ORGANIZATION AND MEMBERSHIP

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

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

Section 5.02 MEMBERSHIP AND VOTING RIGHTS

A. OWNERS MEMBERS. Every OWNER of a lot which is subject to assessment shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. OWNERS' EASEMENT OF ENJOYMENT. Every OWNER shall have a right and easement of enjoyment in and to the Common Area which will be appurtenant to and shall pass with title to every lot, subject to the following provisions:

- (1) the right of the ASSOCIATION to charge reasonable assessments for the upkeep and maintenance of the Common Area;
- (2) the right of the ASSOCIATION to suspend his voting rights for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (3) the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be

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effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

C. **DELEGATION OF USE.** Any OWNER may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. **RIGHTS UPON DISSOLUTION.** In the event of the dissolution of the ASSOCIATION and the formation of the unincorporated association, as provided in Paragraph B of section 5.01, each member of the unincorporated association shall have an underlying beneficial interest in all of the ASSOCIATION's property transferred to or for the account or benefit of the unincorporated association, such interest being in direct proportion to the number of lots owned by such member provided, however, there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

Section 5.03 CLASSES OF MEMBERS; NUMBER OF VOTES; DIRECTORS

Class A. Class A members shall be all OWNERS with the exception of the DECLARANT and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member (s) shall be the DECLARANT and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

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

C. **BOARD OF DIRECTORS.** The ASSOCIATION shall act through a BOARD of Directors which shall manage the affairs of the ASSOCIATION. The initial BOARD shall be comprised of six (6) Directors which shall be selected by the DECLARANT. Each initial Director shall serve for a term of one (1) year or until the earlier termination of Class B membership. After the expiration of the terms of the initial BOARD members, the members of the ASSOCIATION shall elect the BOARD of Directors as provided for in the Bylaws.

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D. **CUMULATIVE VOTING.** Every OWNER entitled to vote at any election of the members of the BOARD may cumulate his votes and give to one candidate or divide equally or unequally among more than one of the candidates a number of votes equal to the number of directors to be elected multiplied by the number of votes which such OWNER is entitled to cast.

E. **NO TRANSFER OF VOTING RIGHT.** The right to vote may not be severed or separated from the lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such lot to a new OWNER or OWNERS shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

Section 5.04 DUTIES OF THE ASSOCIATION

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

A. **ANNEXED PROPERTY.** To accept as part of FOREST GLEN all property properly annexed to FOREST GLEN and to accept all OWNERS as members of the ASSOCIATION.

B. **TITLE TO PROPERTY UPON DISSOLUTION.** Immediately proper to any dissolution of the ASSOCIATION as a corporate entity the ASSOCIATION shall convey all real property vested in it to an independent corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to Paragraph B of Section 5.01 and for the benefit of the OWNERS pursuant to the terms hereof and the Articles and Bylaws.

C. **OPERATION OF COMMON AREA.** To operate and maintain, or provide for the operation and maintenance of the Common Area, and to keep all improvements of whatever kind and for whatever purpose, from time to time located thereon, specifically including but not limited to landscaping, in good order and repair and properly maintained; and to make improvements to the Common Areas which may include swimming pools, club houses, guard houses, security gates, etc.

D. **MAINTENANCE OF UNPAVED PORTION OF RIGHT-OF-WAY.** To operate and maintain, or provide for the operation and maintenance of that unpaved portion of the right-of-way adjacent to the eastern boundary of FOREST GLEN SEC. 1, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including the Association Fence along such property lines, and to place and operate street lighting.

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E. RESERVED.

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

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

H. INSURANCE. To obtain and maintain in force comprehensive general liability insurance in such amounts as the ASSOCIATION shall deem necessary, and to obtain and maintain in force such other insurance, including indemnity and other bonds, as the ASSOCIATION shall deem necessary or expedient to carry out its functions as set forth in the DECLARATION and the Bylaws.

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

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

J. ARCHITECTURAL COMMITTEE. To appoint and remove members of the ARCHITECTURAL COMMITTEE in the event that DECLARANT waives its right to appoint and remove such members pursuant to Section 4.01, and to assure at all times there is available a duly constituted and appointed ARCHITECTURAL COMMITTEE.

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

L. **OTHER.** To carry out the duties of the ASSOCIATION set forth in other sections of this DECLARATION, the Articles and the Bylaws.

Section 5.05 POWERS AND AUTHORITY OF THE ASSOCIATION

The ASSOCIATION shall have all of the powers of a nonprofit corporation organized under the laws of the State of Oklahoma in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and the FOREST GLEN RESTRICTIONS, or are required by applicable law in order to assure and maintain a favorable tax status for the ASSOCIATION. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under and by virtue of said RESTRICTIONS, and to do and perform any and all acts which may be necessary or proper or, or incidental to the exercise of any of the express powers of the ASSOCIATION. Without in any way limiting the generality of the foregoing, the ASSOCIATION shall have the power and authority at any time:

A. **MAINTENANCE ASSESSMENTS.** To charge such assessments for the maintenance and operation of the Common Area, construction of improvements upon the Common Areas, and maintenance and operation of the unpaved portion of right-of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D hereof and all improvements located on such Common area or right-of-way, including the private roadways and streets, the Association Fence, placement and operation of street lights within FOREST GLEN, as the BOARD may deem necessary or desirable.

B. **RIGHT OF ENTRY AND ENFORCEMENT.** To enter upon any lot, without liability for trespassing to any OWNER, for the purpose of enforcing any of the provisions of the FOREST GLEN RESTRICTIONS, or for the purpose of maintaining and repairing any such area pursuant to Section 3.02D hereof if for any reason whatsoever the OWNER thereof fails to maintain and repair such area as required by said RESTRICTIONS. The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf, or on the behalf of any OWNER or OWNERS who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the FOREST GLEN RESTRICTIONS and to enforce, by mandatory injunction or otherwise, all of the provision of said RESTRICTIONS.

C. **EASEMENTS AND RIGHT-OF-WAY.** To grant and convey to any third party easements, rights-of-way, parcels or strips of land, in, on, over or under the Common Area for

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST GLEN

the purpose of constructing, erecting, operating, or maintaining thereon, therein and thereunder, (1) roads, streets, walks, driveways, parkways and park areas, (2) underground wires and conduits for their devices for the transmission of electricity for lighting, heating, power, telephone, television and other purposes, (3) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and (4) any similar public or quasi-public improvements or facilities.

Subject to the reservations in favor of an OWNER hereinbelow, easements for public utility installations and maintenance are hereby reserved across the street side of certain lots and along the side of certain lots and as designated in other places in accordance with the designations "Utility Easement" (U/E), Public Drainage Easements (D/E) or Private Drainage and/or Environmental Easements, and private streets, all as shown upon the recorded plat or plats of FOREST GLEN. The right of any OWNER at any time hereafter to amend, extinguish or vacate the aforesaid utility easements and rights-of-way as to all or any portion of the above described property insofar as such utility easements and rights-of-way are not actually in use is specifically reserved.

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

Section 5.06 THE FOREST GLEN RULES

A. RULE MAKING POWER. The ASSOCIATION may, from time to time, subject to the provisions of the FOREST GLEN RESTRICTIONS, and if necessary for the purpose of clarifying the obligations of any OWNER thereunder, adopt, amend and repeal rules and regulations, to be known as the "FOREST GLEN RULES", provided, however, that such RULES may not discriminate among OWNERS.

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

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Section 5.07 LIABILITY OF MEMBERS OF BOARD

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

UNOFFICIAL

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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**ARTICLE VI
OPERATING FUND AND ASSESSMENTS**

Section 6.01 OPERATING FUND

There shall be an Operating Fund, into which the ASSOCIATION shall deposit all monies paid to it, including all monies paid as

- A. Operating and maintenance assessments,
- B. Special assessments,
- C. Reimbursement assessments,
- D. Condemnation awards, and
- E. Any other income attributable to the ASSOCIATION,

and from which the ASSOCIATION shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 6.02 REGULAR AND ADDITIONAL ASSESSMENTS

The assessments levied by the ASSOCIATION shall be used exclusively to enhance the beneficial or aesthetic enjoyment of the OWNERS in the Properties and for the improvement and maintenance of the Common Area, the unpaved portion of right-of-way pursuant to the terms of Section 5.04D hereof, the Association Fence, and street lighting to be maintained by the ASSOCIATION and the homes situated upon the Properties to the extent authorized by the DECLARATION.

A. **REGULAR ASSESSMENTS.** At least thirty (30) days prior to the commencement of each year the BOARD shall estimate the costs and expenses to be incurred by the ASSOCIATION during such year in performing its functions under the FOREST GLEN RESTRICTIONS (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed to the OWNERS as an operating and maintenance assessment by dividing the total estimate by the total number of single family residential lots in FOREST GLEN and assessing the resulting amount to the OWNER of each lot.

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

C. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the ASSOCIATION may levy a special assessment applicable 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 portion of unpaved right-of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of two-thirds (2/3) of the voters of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

An initial Special Assessment for Capital Improvements in the amount of One Hundred Fifty Dollars (\$150.00) per lot shall be established and continued each year until modified, amended, or eliminated by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

D. LIMITATIONS ON REGULAR, ADDITIONAL, AND SPECIAL ASSESSMENTS. Until January 1, 2000, the maximum annual assessment shall be Four Hundred Fifty Dollars (\$450.00) per lot. The initial assessments include a Regular assessment for operation and maintenance of Three Hundred Dollar (\$300.00), and a Special assessment for Capital Improvements of One Hundred Fifty (\$150.00).

The Regular assessment for operation and maintenance shall be divided equally into two funds with one fund to accumulate funds for future private street maintenance and repair, and a second fund to be used for maintenance of the landscaping and other operations of the ASSOCIATION.

The Special assessment for Capital Improvements shall be accumulated for future expenditures on improvements to the Common Areas such as club houses, swimming pools, guard houses, security gates, etc.

(1) From and after January 1, 2000, the maximum annual assessment may be increased each year by multiplying \$450.00 by a fraction, the numerator of which is the average Consumer Price Index for All-Urban Consumers published by the United States Department of Labor as of the close of the twelve (12) month period ending on September 30 of the preceding calendar year, and the denominator of which is the same average as the close of the twelve (12) month period ending on September 30, 1999, without a vote of the membership.

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(2) From and after January 30, 2000, the maximum annual assessment may be increased above the maximum annual assessment as determined in Paragraph C(1) above by a vote of fifty-one percent (51%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 6.03 REIMBURSEMENT ASSESSMENT

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

Section 6.04 ENFORCEMENT OF ASSESSMENTS

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

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

B. **ENFORCEMENT BY LIEN.** At any time within 90 days after the occurrence of any such default, the ASSOCIATION may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten days after delivery of such notice, the ASSOCIATION may elect to file a claim of lien against the lot of such delinquent OWNER. Such claim of lien shall state:

- (1) The name of the delinquent OWNER;

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- (2) The legal description and street address of the lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper off-set allowed);
- (4) That the claim of lien is made by the ASSOCIATION pursuant to the terms of the FOREST GLEN RESTRICTIONS; and
- (5) That a lien is claimed against the lot in an amount equal to the amount of the stated delinquency. Upon recordation of a duly executed original or copy of such claim of lien in the office of the County Clerk of Oklahoma County, the lien claimed therein shall immediately attach and become effective subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law as set forth in the laws of the State of Oklahoma as the same may be amended. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is in the manner provided by law the ASSOCIATION shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the same is conducted.

C. **ASSESSMENT CERTIFICATE.** A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged by one of them shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot (or the fact that all assessments due are paid if such is the case) within ten days after demand therefore and upon payment of a reasonable fee not to exceed ten dollars (\$10.00) with such maximum fee to be adjusted in the same manner as described in section 6.02C(1).

Section 6.05 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 2.02B, 6.02B, AND 6.02C.

Written notice of any meeting called for the purpose of taking any action authorized under Section 2.02B, 6.02B, and 6.02C 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-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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Section 6.06 UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all lots in Single Family Areas.

Section 6.07 DATE OF COMMENCEMENT 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 Lot from the DECLARANT to any purchaser and upon conveyance of the Common Area to the ASSOCIATION. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The BOARD 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. The due dates shall be established by the BOARD. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION setting forth whether the assessments on a specified lot have been paid.

Section 6.08 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) 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.

Section 6.09 SUBORDINATION OF THE LIEN TO MORTGAGE

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 or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, provided that if the Plaintiff at the foreclosure sale or its nominee shall acquire the title, then any assessment thereafter levied shall not attach until said purchaser has sold said property to a third party.

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Section 6.10 EXEMPT PROPERTY

The following Properties subject to this DECLARATION shall be exempt from the assessments:

- A. Such portions of the Properties dedicated to and accepted by a local public authority.
- B. The Common Areas.

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ARTICLE VII
GENERAL PROVISIONS

Section 7.01 AMENDMENT AND DURATION.

The covenants and restrictions of this DECLARATION shall run with and bind the land for a term of twenty (20) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This DECLARATION may be amended during the first twenty (20) years by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 7.02 ENFORCEMENT AND NON-WAIVER.

A. RIGHT OF ENFORCEMENT. Should the owner and/or tenant of any lot or lots in FOREST GLEN, violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, any lot owner in FOREST GLEN may institute legal proceedings to enjoin, abate or correct such violations and the owner of the lot and lot permitting the violation of such restrictions or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney fees, court costs, and other expenses allowed and assessed by the court, for the aforesaid violation, or violations, shall become a lien upon the land, as the date legal proceedings are originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST GLEN

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

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

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

Section 7.03 CONDEMNATION OF COMMON AREA

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

Section 7.04 OBLIGATIONS OF OWNERS

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST GLEN

Section 7.05 DELIVERY OF NOTICES AND DOCUMENTS

Any notice or other document relating to or required by the FOREST GLEN RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered three (3) days on which there is regular mail delivery after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows: to the ASSOCIATION or the ARCHITECTURAL COMMITTEE, 11048 Sheffield Drive, Midwest City, Oklahoma 73150, provided, however, that such address may be changed by the ASSOCIATION by delivery of a notice of change of address in writing with the Secretary of the ASSOCIATION and with the DECLARANT, and by the ARCHITECTURAL COMMITTEE or DECLARANT by delivery of a notice in writing to the ASSOCIATION.

Section 7.06 DESIGNATION OF SUCCESSOR DECLARANT

MOORE & COMPANY, INC, DECLARANT herein, may, at any time, designate any individual or entity as its successor in the development of FOREST GLEN and for all purposes of this DECLARATION by filing such designation with the Secretary of the ASSOCIATION. "DECLARANT" shall thereafter mean and refer to the successor so designated, whether or not such successor acquires more than one undeveloped lot for the purpose of development and annexation to FOREST GLEN.

Section 7.07 CONSTRUCTION AND SEVERABILITY SINGULAR AND PLURAL; TITLES.

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

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

C. SINGULAR INCLUDES PLURAL. The singular shall include the plural and the plural, the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter, as the context requires.

D. CAPTIONS. All captions or titles used in the FOREST GLEN RESTRICTIONS are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions of said RESTRICTIONS.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOREST GLEN

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has
hereunto set its hand and seal this 8th day of June, 1998.


Shelly Moore, Secretary

MOORE & COMPANY, INC.


Jeff Moore, President

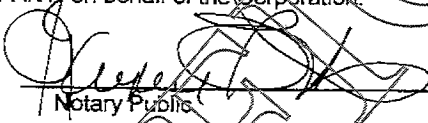
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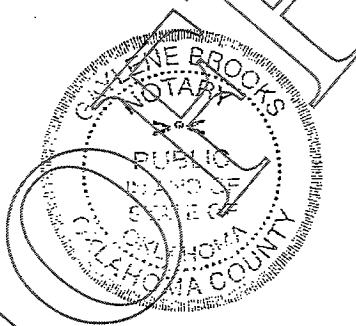
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 8th day of June, 1998, by Jeff
Moore, President of MOORE & COMPANY, on behalf of the Corporation.

My Commission Expires:

7-7-98


Notary Public



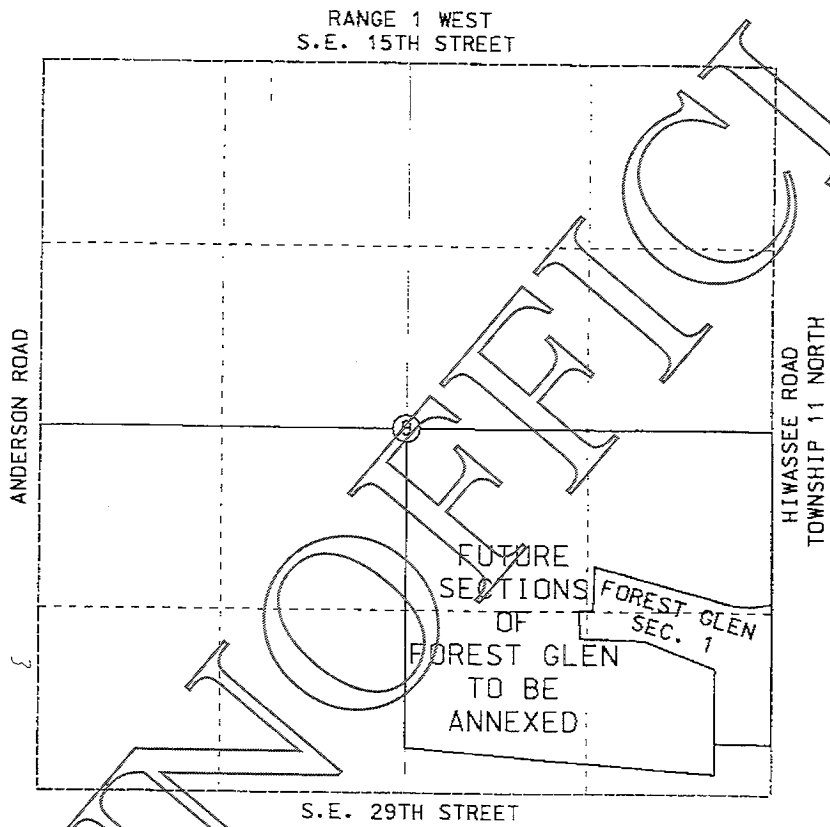
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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EXHIBIT "A"

LAND SUBJECT TO ANNEXATION

UNOFFICIAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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EXHIBIT "B"

LAND CLASSIFICATIONS

The land within FOREST GLEN SEC. 1 is classified as set forth below. All lots referred to are part of FOREST GLEN SEC. 1, a rural subdivision to the City of Choctaw, Oklahoma.

SINGLE FAMILY RESIDENTIAL AREAS:

- Lots 1 through 5, inclusive, Block 1
- Lots 1 through 3, inclusive, Block 2
- Lots 1 through 10, inclusive, Block 3
- Lots 1 through 12, inclusive, Block 4

COMMON AREA:

COMMON AREA "A"

- Private Street Forest Glen Drive
- Private Street Forest Glen Terrace
- Private Street Glen Aeire Road
- Private Street Crosscut Lane

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

FOREST GLEN
ARCHITECTURAL COMMITTEE RULES

The Owner of the land upon which FOREST GLEN, a Planned Unit Development in the City of Midwest City, with FOREST GLEN SEC. 1, filed of record in the Office of the Registrar of Deeds, County of Oklahoma, State of Oklahoma, in Plat Book 58 at Page 80, is being developed, has intended that the area become one of the finest residential communities in Southeastern Midwest City. It is the purpose of the Declaration of Covenants, Conditions and Restrictions for FOREST GLEN (hereinafter "Forest Glen Covenants") and these Architectural Committee Rules to assure that these goals are achieved, if not surpassed.

The developer of FOREST GLEN has observed other new additions and provides mechanisms in the FOREST GLEN Covenants and these Rules for assuring that FOREST GLEN will not be plagued by their problems. For example, the perpetual care of the private roadways and streets and the perpetual care of the right of way of South Hiwassee Road, including sprinkler system, landscaping and a brick entry, all installed by the developer, has been guaranteed by the establishment of FOREST GLEN HOMEOWNERS ASSOCIATION, INC.

These Rules are intended to carry out the spirit and intent of the FOREST GLEN Covenants, to encourage creativity, to accommodate changing technology and the newest and best housing ideas, and to assure that FOREST GLEN becomes and remains one of the finest residential communities in Southeastern Midwest City.

I. NEW HOME CONSTRUCTION

A. PROCEDURE FOR ARCHITECTURAL COMMITTEE REVIEW

(1) ~~PLANS TO BE SUBMITTED~~ Pursuant to Section 3.02 B of the FOREST GLEN COVENANTS, all improvements are subject to approval by the Architectural Committee in writing in advance of their construction. For purposes of new home construction, the following plans must be submitted to the Committee before the commencement of construction:

- a. site plan which shows all walks, porches, decks, driveway and the drainage flow upon the lot.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

- b. floor plan which indicates the square footage of the residence,
- c. front and rear elevations which show any service yards or walls which abut the residence and the materials to be used on all exterior wall surfaces;
- d. fencing plans which show the location of the proposed fence upon the site, the materials to be used, height specifications and any gates;
- e. landscaping plans, and
- f. plans for proposed structures or improvements of any type not otherwise indicated upon submitted plans, such as swimming pools, hot tubs and decks not attached to the residence.

Submitted plans shall be accompanied by specifications or shall show sufficient construction detail to enable the Committee to take action upon the proposed improvement. The Committee may request further drawings or clarification with regard to any proposed improvement.

(2) SUBMISSION PROCEDURE. Such plans may be submitted to the Architectural Committee by delivering same to FOREST GLEN Architectural Committee, 11048 Sheffield, Midwest City, Oklahoma 73150. The members of the Committee are listed on Exhibit A attached hereto. Submitted Plans will be stamped "received" on the date of submission and will be acted upon in their order of receipt. If the Builder or Owner-Occupant submits a set of plans which he requests that the Architectural Committee return to him, he shall provide a self-addressed and postage prepaid mailing tube or envelope, or pick up the plans upon learning that the Architectural Committee has acted upon the submitted plans.

Upon the submission of required plans the Builder or Owner-Occupant is responsible for assuring that the surveyor's lot pins are in place and visible as shown on the plat so that the Architectural Committee and/or any city inspectors may observe whether the proposed work is in compliance with the setback requirements. Any surveyor's lot pins which require replacement after the conveyance of the property from Moore & Company, Inc., will be the responsibility of the Builder or Owner-Occupant, at such Builder's or Owner-Occupant's cost.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

(3) **VARIANCE REQUESTS.** Requests for temporary variances from these Guidelines or the FOREST GLEN COVENANTS may be submitted to the Architectural Committee at any time. Such requests shall be in writing and shall set forth the reasons for the requested variance and the requested length of such variance.

(4) **ARCHITECTURAL COMMITTEE APPROVAL.** Upon the submission of any plans or variance request submitted to it, the Architectural Committee shall promptly take action with regard to such plans or request. Written approval of any plans may be given by any two of the three Committee members. Any variance request must be approved unanimously by the Committee and be given in writing. In the event that the action of the Committee is to disapprove any plans or request for variance, the Committee shall state the reason for such disapproval. Revised plans may be submitted. In the event that the Committee fails to approve or disapprove any plans for variance request within thirty (30) days after said Plans and Specifications have been submitted to it, approval will not be required and these rules will be deemed to have been fully complied with.

(5) **STANDARDS FOR COMMITTEE APPROVAL.** The Architectural Committee shall evaluate all Plans and requests submitted to it in accordance with the FOREST GLEN COVENANTS, the standards set forth therein and these guidelines, and with the spirit, intent and purpose of those Covenants and the collective interest of lot owners in mind. The approval of the Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring approval under the Covenants, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

B. GUIDELINES

(1) **MINIMUM SIZE OF DWELLINGS:** Only one single family residential building not to exceed two stories in height shall ever be placed, constructed, altered, or erected of not less than two thousand two hundred (2,200) square feet on any lot exclusive of basements, one story open porches, breezeways and attached garages. Any structure of more than one story shall not have less than one thousand eight hundred (1,800) square of ground floor area with the combined total to be not less than two thousand two hundred (2,200) square feet. Garages must be attached, and shall not be less than two (2) car type and not to exceed four (4) car type.

(2) **"SET BACK" RESTRICTIONS:** No building, or any part thereof shall ever be located nearer to the said street lot line, than the building setback lines shown on

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

the recorded plats of FOREST GLEN and identified as "Building Line". Moreover, no structure except open terraces and open porches without a roof, shall be located nearer than five (5) feet for one story dwellings and seven (7) feet for two story dwellings from each side lot line. Provided, however, that where the whole or parts of two or more adjoining lots are used for a single building site, then the aforesaid lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof shall apply to the exterior side boundary lines of the actual building site used.

(3) **MATERIALS:** Any deviation from the following Material requirements must be approved in advance, in writing, by the ARCHITECTURAL COMMITTEE.

(a) **Roofs** - All roofs are to be wood shingles, shakes, or weathered wood colored architectural style composition shingles which, for purposes herein, shall be defined as shingles, with felt or fiberglass, weighing a minimum of two hundred fifty (250) pounds per square.

(b) **Exterior** - No asbestos siding of any type, shall be used as siding on exterior walls. The principal exterior of any structure or building shall be in accordance with one of the following restrictions.

(1) A minimum of seventy five (75) percent shall be brick or stone, and a maximum of twenty five (25) percent may be frame, siding, or other material which will blend together with the brick or stone, or

(2) As an alternative to the brick or stone requirement, maintenance free vinyl or maintenance free aluminum siding (must be submitted with the architectural design and plans to the ARCHITECTURAL COMMITTEE for written approval) may be utilized for a maximum of seventy five (75) percent with brick or stone being utilized for the remaining twenty five (25) percent.

It is the intention of this restriction to allow panels of materials other than brick or stone to be used. This restriction is intended to restrict the principal exterior of structures to masonry or approved siding in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

(c) Driveways - All driveways must be made of concrete with a minimum of four (4) inches in depth and minimum of sixteen (16) feet in width. Each building structure used as a residence must provide at all times parking space on the owner's premises for two (2) automobiles outside the garage on a paved surface.

(d) Fireplaces - All wood or coal burning fireplaces shall be of masonry construction with a minimum thickness of three inches, however, metal fireplace inserts may be used provided the metal insert is placed inside of a masonry shell and the flue is of vitrified clay and masonry construction. No wood or wood product chimneys are allowed. Gas burning log inserts with no chimneys are allowed.

(4) CONSTRUCTION:

(a) Dwelling - No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property. Upon commencement of excavation for construction on any lot or lots in this plat, the work must be continuous, weather permitting, until the house or other improvement is completed and such construction must be completed within a period of time of eight (8) months unless further extension of time for completion of such 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.

(b) Landscaping. The time limit for completion of the grass yard, underground sprinklers, and landscaping originally approved by the ARCHITECTURAL COMMITTEE is as follows:

Front Yard - Slab sod or hydromulched grass must be completed before first occupancy of the dwelling.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

Front Yard Flowerbeds, Landscaping, Sprinkler System, and Rear Yard - All grass, all approved landscaping and the front yard sprinkler system must be completed within one year after the first occupancy of the dwelling.

(5) **FENCING:** All fences must not be set any further forward than the rear of the main residence upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. All fences must be set back from the side property line a minimum of five feet. This restriction may be waived, in whole or in part by the DECLARANT. All fences must be approved by the DECLARANT.

(6) **MAILBOXES:** Mailboxes shall be installed or constructed which are of a material that is harmonious with the dwelling and approved in advance of their installation or construction by the ARCHITECTURAL COMMITTEE. No mailbox will be approved for use in FOREST GLEN which is of a width greater than twenty four (24) inches, exclusive of any planter type base not greater than twelve (12) inches from ground elevation. The purpose of this restriction is to assure that the appearance of the streetscape will not detract from the individual residences.

(7) **TRASH CONTAINERS.** Builders and Owner-Occupants are reminded that the FOREST GLEN COVENANTS do not permit the storage of trash containers within the view of the street or neighboring property, except on days for trash collection. This will require the construction of some Committee approved improvement, whether it be a part of the residence, fence, service yard or other device which will serve to conceal trash containers from public view.

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

FOREST GLEN ARCHITECTURAL COMMITTEE RULES**C. SITE MAINTENANCE**

Building materials may not be stored upon lots until improvements are to be commenced, and then such materials must be placed within the property line of the lot to be improved with such materials.

The Builder or Owner-Occupant shall completely clean all trash and waste from the construction site and any areas where waste has been occasioned by land clearing. The Builder or Owner-Occupant shall cooperate with the developer in assuring that subcontractors do not damage improvements.

Upon the completion of construction, all lots must be properly maintained and kept free of trash, weeds and other unsightly material in accordance with the FOREST GLEN COVENANTS.

D. BUILDERS' SIGNS

Signs installed by home Builders which are necessary or convenient to the sale of homes within FOREST GLEN permitted, subject to the following limitations.

(1) Not more than two of such signs having a combined maximum face area of sixteen (16) square feet shall be displayed upon any lot. The authorized use of "Parade of Homes" signs though the event shall be allowed, and shall not be considered for purposes of determining compliance with this section.

(2) Flag type banners will be permitted strictly on a temporary basis during "open house" promotions.

E. SALES ACTIVITIES

Builders and the Developer are permitted to conduct sales activities or activities to facilitate and promote the sale of homes in FOREST GLEN upon lots in FOREST GLEN and for that purpose are permitted to use model homes as sales office. However, such model homes must be residences which satisfy the FOREST GLEN COVENANTS and these guidelines in all respects and must be designed and intended ultimately for single family occupancy. No trailer or temporary structure of any type which may have been approved by the Architectural Committee for use during the construction phase will be permitted to remain upon the property after the completion of construction for use as a sales office.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

F. MEMBERSHIP IN ASSOCIATION

All Owners of lots within FOREST GLEN are automatically members of the FOREST GLEN HOMEOWNERS ASSOCIATION, INC. Any builder who becomes a member by the purchase of a lot is responsible for the annual assessments levied by the Association against any lot owned by him until the sale of such lot to an Owner-Occupant. The total annual assessment will be fixed by the Board of the Association, and will not exceed \$450.00 per lot per year through January 1, 2000. The Association may collect from the initial purchaser the entire annual assessment at the beginning of each year or a pro rata portion thereof at the beginning of each month, and it shall be the responsibility of the initial purchaser to collect any appropriate reimbursements at the closing of the lot sale from the Owner-Occupant.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

II. ALTERATIONS AND IMPROVEMENTS

A. PROCEDURES FOR ARCHITECTURAL COMMITTEE REVIEW

(1) PLANS TO BE SUBMITTED. Pursuant to Section 3.02C, any improvement or other work which alters the appearance of any lot or the improvements thereon from the state existing upon original occupancy must be approved in advance, in writing by the Architectural Committee. The following plans must be submitted to the Committee (in the manner described in I.A. hereof) before the commencement of construction:

- a. fencing plans, as described in I.A.(1)d hereof;
- b. landscaping plans when required with the proposed use of chain link fencing pursuant to I.A.(6) hereof;
- c. plans for any remodeling or construction work which alters the exterior appearance of the residence, including, but not limited to, plans for room additions, the addition of fireplaces, the enclosure of open porches, and plans for the addition of patios or porches;
- d. plans for any swimming pool, hot tub or deck;
- e. plans for any miscellaneous structures, including but not limited to, outbuildings (building structures not attached or forming part of the principal living structure), storage tanks, tool sheds, kennels, pergola, radio and television towers, antenna or aerials, satellite dishes or any temporary storage buildings or pool houses; and
- f. plans for any satellite dish, pet house, statuary, art objects, or decoration which will be visible from neighboring property.

The plans referred to in Section c, d, e, and f above shall consist of a site plan showing the location of the improvement upon the lot, dimensions, materials, specifications or other information requested by the Committee with regard to the particular improvement.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

(2) PROCEDURE FOR PLAN SUBMISSION; VARIANCE REQUESTS; COMMITTEE APPROVAL; STANDARDS FOR APPROVAL. The procedures and standards for submitting plans and obtaining ARCHITECTURAL COMMITTEE Approval of improvements or alterations and obtaining variances with respect thereto shall be the same as those outlined in I.A.(2), (3), (4), and (5) hereof with respect to new home construction.

B. GUIDELINES

The guidelines set forth in I.B. hereof shall be observed at all times with regard to alterations and improvements.


C. SITE MAINTENANCE

The provision of I.C. above shall be observed in connection with any alteration or improvement.

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

In Witness Whereof, the undersigned, a majority of the members of the Architectural Committee, have adopted these Architectural Committee Rules on this day of 8th day of June, 1998.


Shelly Moore, Member


Jeff Moore, Member


Stan Malaske, Member

ACKNOWLEDGMENT

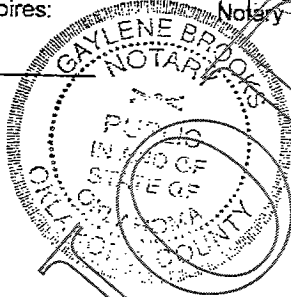
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 8th day of June, 1998, by Shelly Moore, Jeff Moore, and Stan Malaske on behalf of the Architectural Committee.

My Commission Expires:

7-7-98


Notary Public



FOREST GLEN ARCHITECTURAL COMMITTEE RULES

EXHIBIT "A"

**DECLARATION OF APPOINTMENT
OF THE
ARCHITECTURAL COMMITTEE
FOR
FOREST GLEN**

The Architectural Committee members appointed by the Declarant, Moore & Company, Inc., pursuant to Article IV of the Declaration of Covenants, Conditions and Restriction for FOREST GLEN, a Planned Unit Development in the City of Midwest City, Oklahoma County, Oklahoma, are as follows:

Jeff Moore, Member, Architectural Committee
11048 Sheffield
Midwest City, Oklahoma 73150
(405) 733-8095

Shelly Moore, Member, Architectural Committee
11048 Sheffield
Midwest City, Oklahoma 73150
(405) 733-8095

Stan Malaske, Member, Architectural Committee
14400 S.E. 29th Street
Choctaw, Oklahoma 73020
(405) 733-1169

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 8th day of June, 1998.

MOORE & COMPANY, INC.

Attest:

Jeff Moore, President

Shelly Moore, Secretary

ACKNOWLEDGMENT

[illegible]

Acknowledged before me this 8th day of June, 1998, by
Jeff Moore, President of Moore & Company, Inc., on behalf of the corporation.

My Commission Expires: _____

7-7-98

~~Notary Public~~

AMENDED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR

FOREST GLEN

(a Rural residential community in Midwest City, Oklahoma)

KNOW ALL MEN BY THESE PRESENTS:

**STEWART ESCROW & TITLE
1200 S. AIR DEPOT STE. M
MIDWEST CITY, OK 73110**

THIS DECLARATION is made on the date hereinafter set forth by MOORE & COMPANY, INC. an Oklahoma corporation, hereinafter referred to as "DECLARANT".

FOREST GLEN is part of a planned unit development addition to the City of Midwest City, Oklahoma County, Oklahoma. Being a parcel in the South Quarter (SE/4 of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, being more particularly described as follows:

COMMENCING at the Southeast (SE) corner of said Southeast Quarter (SE/4); thence N. 00° 02' 00" E, along the East line of said Southeast Quarter (SE/4) a distance of 378.41 feet to the point of beginning;

thence N 89° 58' 00" W a distance of 390.00 feet;
thence S. 00° 02' 00" W a distance of 246.68 feet;
thence N 83° 54' 05" W a distance of 2250.94 feet;
thence N. 00° 08' 03" E a distance of 1048.22 feet;
thence S 89° 35' 58" E a distance of 1280.89 feet;
thence N. 14° 24' 02" E a distance of 392.19 feet;
thence S. 75° 28' 28" E a distance of 228.06 feet;
thence S. 63° 38' 24" E a distance of 826.16 feet;
thence S. 80° 05' 50" E a distance of 129.17 feet;
thence N 72° 21' 00" E a distance of 167.14 feet;
thence S 00° 02' 00" W for a distance of 1017.15 feet
back to the point of beginning.

Containing 3,187,003.78 Sq. Ft. or 73.16 Acres more or less

Doc # 2003038422
Bk 8758
Pg 417-468
DATE 03/05/03 10:43:47
Filing Fee \$115.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

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

52/115

The property described above is part of a larger land area which it is anticipated will be annexed to and developed as part of FOREST GLEN.

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

ARTICLE 1 DEFINITIONS

Section 1.01 "Architectural Committee" shall mean the committee created pursuant to Article IV, section 4.01

Section 1.02 "Architectural Committee rules" shall mean rules adopted by the Architectural committee pursuant to Article IV, Section 4.04.

Section 1.03 "Articles" shall mean the Articles of Incorporation of FOREST GLEN Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Oklahoma.

Section 1.04 "ASSOCIATION" shall mean and refer to FOREST GLEN Homeowners Association, Inc., its successors and assigns.

Section 1.05 "Association fence" is that fence constructed by DECLARANT along any exterior property line of FOREST GLEN, a planned unit development in Midwest City, Oklahoma.

Section 1.06 "BOARD" shall mean the board of Directors of the ASSOCIATION.

Section 1.07 "BYLAWS" shall mean the bylaws of the Association which are or shall be adopted by the BOARD and such bylaws as may from time to time be amended.

Section 1.08 "COMMITTEE" shall mean the ARCHITECTURAL COMMITTEE.

Section 1.09 "COMMON AREA" shall mean that real property owned by the ASSOCIATION for the common use and enjoyment of the OWNERS and which is described as follows: Common Lots, as shown on the plats of FOREST GLEN, a planned unit development to the city of Midwest City, Oklahoma County, Oklahoma, recorded in the Office of the County Clerk of Oklahoma County; the private streets; and any additional property deeded to the ASSOCIATION for use in the development of a club house, swimming pool, and other facilities.

Section 1.10 "DECLARANT" shall mean and refer to MOORE & COMPANY, INC., an Oklahoma Corporation, and its successor designated pursuant to Section 7.06 or if its successor is not designated pursuant to Section 7.06, its successors and assigns under applicable law if such successors and assigns should acquire more than one undeveloped lot for the purpose of development and annexation to FOREST GLEN.

Section 1.11 "DECLARATION" shall mean this document which contains covenants, conditions and restrictions referred to as the "FOREST GLEN RESTRICTIONS".

Section 1.12 "FAMILY" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in the dwelling.

Section 1.13 "FILE" shall mean, with respect to any document or notice required to be filed under this DECLARATION, the submission of such document or notice to the Secretary of the ASSOCIATION or the representative in charge of maintaining records for the COMMITTEE or the DECLARANT, as the context requires.

Section 1.14 "IMPROVEMENTS" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees, and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 1.15 "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of FOREST GLEN, with the exception of common areas, and streets. "Corner Lot" shall mean any Lot which abuts upon more than one street.

Section 1.16 "OPERATING FUND" shall mean the fund created for the receipts and disbursements of the ASSOCIATION.

Section 1.17 "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 part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.18 "PARTY WALL" shall mean a wall which adjoins or abuts a wall or fence of a residence on a contiguous lot over a longitudinal section of both such wall or fence. A party wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface of such wall from the bottom of the foundation over the full length and height of the Party Wall.

Section 1.19 "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 1.20 "PLATS OF FOREST GLEN" shall mean and refer to the plat of the FOREST GLEN, SECT 1 a planned unit development in the City of Midwest City, Oklahoma, recorded in the Office of the Registrar of Deeds for Oklahoma county, state of Oklahoma, in Plat Book 58 at Page 80, and future plats of property annexed pursuant to the provisions of Section 2.02.

Section 1.21 "PROPERTIES" shall mean and refer to that certain real property described on Page 1 of this Declaration, and all property annexed pursuant to the provisions of Section 2.02, also referred to herein as "FOREST GLEN".

Section 1.22 "RECORD, RECORDED" shall mean, with respect to any document, the recordation of said document in the Office of the Registrar of Deeds for the Oklahoma County, State of Oklahoma.

Section 1.23 "RESIDENCE" shall mean a building or buildings, including any garage, carport or similar outbuilding used for residential purposes.

Section 1.24 "SINGLE FAMILY RESIDENTIAL USE" shall mean occupation and use of a single family dwelling in conformity with the FOREST GLEN RESTRICTIONS and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

Section 1.25 "STREET" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the plat of FOREST GLEN as private streets.

Section 1.26 "VISIBLE FORM NEIGHBORING PROPERTY" shall mean with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 1.27 "FOREST GLEN" shall mean all of the real property described on Page 1 of this Declaration, and all real property annexed pursuant to the provisions of Section 2.02, also referred to herein as "Properties".

Section 1.28 "FOREST GLEN DEVELOPMENT" shall mean all of the real property described on Page 1 of this Declaration, and all real property annexed pursuant to the provisions of Section 2.02, also referred to herein as "Properties".

Section 1.29 "FOREST GLEN RESTRICTIONS" shall mean all of the covenants, conditions, and restrictions set forth in this Declaration, and any additional covenants, conditions and restriction set forth in the Declaration, and any additional covenants, conditions and restrictions set forth in the Declaration of property annexed pursuant to the provisions of Section 2.02.

Section 1.30 "FOREST GLEN RULES" shall mean the rules adopted by the BOARD of the ASSOCIATION, as they may be in effect from time to time pursuant to the provisions of Section 5.06.

ARTICLE II
PROPERTY SUBJECT TO FOREST GLEN RESTRICTIONS

Section 2.01 GENERAL DECLARATION CREATING FOREST GLEN RESTRICTIONS

Declarant hereby declares that all of the real property located in the County of Oklahoma, state of Oklahoma, described in this document on page 1 is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the FOREST GLEN RESTRICTIONS, meaning the covenants, conditions and restrictions set forth in this DECLARATION and any additional covenants, conditions and restriction set forth in Declaration for property annexed pursuant to the provisions of Section 2.02.

All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property, and are established for the purpose of enhancing and perfection the value, desirability and attractiveness of said real property and every part hereof. All of the FOREST GLEN RESTRICTIONS shall run with all of said real property for all purposes and shall be binding upon and insure to the benefit of DECLARANT, all OWNERS and their successors in interest.

Section 2.02 ANNEXATION OF OTHER REAL PROPERTY OWNED BY DECLARANT

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

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

- (1) A subdivision map shall have been filed with respect to the real property to be annexed if required by law.
- (2) DECLARANT shall have recorded a supplementary declaration, which may consist of more than one document, and which shall, among other things:
 - (a) describe the real property which is to be annexed;
 - (b) set forth or refer to such additional or different covenant, conditions and restrictions applicable to such property as provided in Paragraph D below, which may be different than the covenants, conditions and restrictions in this Declaration, and may include smaller lots, zero lot

line lots, and reduced square footage requirements for the property being annexed;

- (c) declare that such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the FOREST GLEN RESTRICTIONS as modified by such supplementary declaration;
- (d) have attached as an exhibit a map or plat establishing the land classifications within the are annexed, and;
- (e) state that the provisions of Paragraph B below have been complied with.

B. ASSESSMENT LIMITATION. It is anticipated that annual assessments will decrease with the annexation of additional property to FOREST GLEN due to the additional lots which will then be assessed for the maintenance of (1) the Common Areas, (2) the unpaved portion of the right-of-way along Hiwassee Road, (3) the Association Fence and (4) the Association Entrance Facility, and (5) street lighting of the private streets in FOREST GLEN. Prior to the annexation of any such property DECLARANT shall estimate the annual assessment that would be assessed pursuant to SECTION 6.02 for the first full year following annexation assuming such property were annexed to FOREST GLEN. If such estimated regular assessment exceeds the limit set forth in SECTION 6.02C(1), such limit to be determined as if such property were annexed to FOREST GLEN but without the additions of any special assessments pursuant to SECTION 6.02 (D), then such property shall not be annexed unless such annexation has been approved by the vote of 51 percent of the members who are voting in person or by proxy, at a meeting duly called for this purpose and thereby subject to the provisions of this DECLARATION as modified by the supplementary declaration filed with respect to such property.

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

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

- (1) With respect to the land classifications then provided in Section 3.01 hereof, such additional or different covenants, conditions and restrictions with respect to the use thereof as DECLARANT may deem to be appropriate for the development of such property, provided that said additional or different covenants, conditions and restrictions shall be in accordance with the planned unit development as approved by the City of Midwest City, Oklahoma, and the general harmony with the covenants, conditions and restriction established in this document.

E. LIMITATION ON NEW USES AND RESTRICTIONS. DECLARANT has retained the authority granted in Paragraph D above in order to accommodate the character of the property annexed and changed in life style, personal value, technology, land use and housing methods which are certain to occur over the life of this DECLARATION. However, when exercising that authority, DECLARANT shall not impose new covenants, conditions and restrictions which would cause the annexed property to be out of harmony with the existing FOREST GLEN.

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

Section 2.03 PRESUMPTION OF VALID ANNEXATION

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

Section 2.04 ANNEXATION PLANS

It is the intention of the DECLARANT to request annexation of that real property now owned or hereafter acquired by it in proximity to FOREST GLEN which is identified as subject to annexation on Exhibit 'A' attached hereto.

ARTICLE III
LAND USE CLASSIFICATIONS
PERMITTED USES AND RESTRICTIONS

Section 3.01 LAND CLASSIFICATIONS

The land within FOREST GLEN is divided into the following land classifications:

- A. Single Family Areas
- B. Zero Lot Line Single Family Areas
- C. Common Areas

The land within FOREST GLEN at the date of the recordation of this DECLARATION is classified as set forth on Exhibit "B" attached hereto. When property is annexed to FOREST GLEN, the land classifications thereof and covenants, conditions and restrictions with respect to the use thereof shall be established by the supplementary declaration covering said property.

Section 3.02 SINGLE FAMILY AREAS; PERMITTED USES AND RESTRICTIONS

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

A. **SINGLE FAMILY USE.** All lots in FOREST GLEN shall be improved exclusively for single family residential purposes. No gainful occupations, profession, trade or other non-residential use shall be conducted on any of these lots.

B. **CONSTRUCTION OF RESIDENCES.**

- (1) **ARCHITECTURAL CONTROL:** No building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans including building plans with complete elevations, plot plans, landscape plans, and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to topography and surrounding structures built and to be constructed in FOREST GLEN, by an ARCHITECTURAL COMMITTEE composed of three (3) representatives appointed by the DECLARANT. Pursuant to its rule making power under section 4.04, said ARCHITECTURAL COMMITTEE shall establish and set forth in ARCHITECTURAL COMMITTEE GUIDELINES, a procedure for the preparation, submission and determination of applications for any improvement or alteration. If either of

the following events occurs, the approval of the ARCHITECTURAL COMMITTEE will not be required and this Article will be deemed to have been fully complied with:

- (a) Plans for the particular type of improvement proposed are exempt, pursuant to ARCHITECTURAL COMMITTEE GUIDE LINES, from the requirement that plans for all improvements be submitted, or
- (b) The ARCHITECTURAL COMMITTEE fails to approve or disapprove the proposed design and location within thirty (30) days after the Plans and Specifications therefore have been submitted to it.

(2) MINIMUM SIZE OF DWELLINGS:

(a) Forest Glen Section 1

- (i) Minimum Square Footage requirements. Only one single family residential dwelling not to exceed two stories in height shall ever be placed, constructed, altered, or erected of not less than two thousand two hundred (2,200) square feet on any lot exclusive of basements, one story open porches, breeze ways and attached garages. Any structures of more than one story shall not have less than one thousand eight hundred (1,800) square feet of ground floor area with combined total to be not less than two thousand two hundred (2,200) square feet. Garages must be attached, and shall not be less than two (2) car type and not to exceed four (4) car type with all vehicle openings to be on the side or rear of the dwelling.
- (ii) Roof Pitch Requirements. All residential dwelling structures shall have a roof pitch of not less than eight (8) vertical to twelve (12) horizontal (8/12).

(b) Forest Glen Section 2

- (i) Minimum Square Footage requirements. Only one single family residential dwelling not to exceed two stories in height shall ever be placed, constructed, altered, or erected of not less than two thousand six hundred (2,600) square feet on any lot exclusive of basements, one story open porches, breeze ways and attached garages. Any structures of more than one story shall not have less than one thousand eight

hundred (1,800) square feet of ground floor area with combined total to be not less than two thousand two hundred (2,400) square feet. Garages must be attached, and shall not be less than two (2) car type and not to exceed four (4) car type with all vehicle openings to be on the side or rear of the dwelling.

- (ii) Roof Pitch Requirements. All residential dwelling structures shall have a roof pitch of not less than ten (10) vertical to twelve (12) horizontal (10/12).

(c) Forest Glen Section 3.

- (i) Minimum Square Footage requirements. Only one single family residential dwelling not to exceed two stories in height shall ever be placed, constructed, altered, or erected of not less than two thousand two hundred (2,200) square feet on any lot exclusive of basements, one story open porches, breeze ways and attached garages. Any structures of more than one story shall not have less than one thousand eight hundred (1,800) square feet of ground floor area with combined total to be not less than two thousand two hundred (2,200) square feet. Garages must be attached, and shall not be less than two (2) car type and not to exceed four (4) car type. Garages may be front entry.
- (ii) Roof Pitch Requirements. All residential dwelling structures shall have a roof pitch of not less than eight (8) vertical to twelve (12) horizontal (8/12).

(3) "SET BACK RESTRICTIONS"

- (a) Front Building Line. No building, or any part thereof or fence shall ever be located nearer to the said street line, than the building setback lines shown on the recorded plat or plats of FOREST GLEN ESTATES and identified as "Building Line".
- (b) Side Building Line. No structure except open terraces and open porches without a roof, shall be located nearer than five (5) feet or single story dwellings and seven (7) feet for two story dwellings each side lot line. Provided, however, that where the whole or of two or more adjoining lots are used for a single building site, then the aforesaid lot line restrictions shall not apply on the two or more

contiguous sides of said lots, and in lieu thereof shall apply to the exterior side boundary lines of the actual building site used. No fence shall be constructed within five (5) feet of the side lot line, and all fences require prior approval from the ARCHITECTURAL COMMITTEE.

(4) MATERIALS: Any deviation from the following Material requirement must be approved in advance, in writing, by the ARCHITECTURAL COMMITTEE.

- (a) Roofs- All roofs are to be wood shingles, shakes or weathered wood colored architectural style composition shingles, which, for purposes herein, shall be defined as shingles, with felt or fiberglass weighing a minimum of two hundred fifty (250) pounds per square.
- (b) Exterior- No asbestos siding of any type, shall be used as siding on exterior walls. The principal exterior of any structure or building shall be in accordance with one of the following restrictions.
 - (i) A minimum of seventy five (75) percent shall be brick or stone, and a maximum of twenty five (25) percent may be frame, siding, or other material which will blend together with the brick or stone, or
 - (ii) As an alternative to the brick or stone requirement, maintenance free vinyl siding, maintenance free aluminum siding, or other decorative architectural approved material (but must be submitted with the architectural design and plans to the ARCHITECTURAL COMMITTEE for written approval) may be utilized for a maximum of Seventy five (75) percent with brick or stone being utilized for the remaining twenty five (25) percent.

It is the intention of this restriction to allow panels of materials other than brick or stone to be used. This restriction is intended to restrict the principal exterior of structures to masonry or approved siding in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design.

- (c) Driveways- Main driveways must be made of concrete with a minimum of four (4) inches in depth and sixteen (16) feet in width. Each building structure used as a residence must provide at all times

parking space on the owners premises for two (2) automobiles outside the garage on a paved surface.

- (d) Fireplaces- All wood or coal burning fireplaces shall be of Masonry construction with a minimum thickness of three inches, however, metal fireplace inserts may be used provided the metal insert is placed inside of a masonry shell and the flue is of vitrified clay and masonry construction. No wood or wood product chimneys are allowed. Gas burning log inserts with no chimneys are allowed.

(5) CONSTRUCTION:

- (a) Dwelling- No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property. Upon commencement of excavation for construction on any lot or lots in this plat, the work must be continuous, weather permitting, until the house or other improvement is completed and such construction must be completed within a period of time of eight (8) months unless further extension of time for completion of such improvements is given by the DECLARANT. If no such consent is given the DECLARANT or its designee, they may, but shall not be obligated to, complete such construction.
- (b) Landscaping. The time limit for completion of the grass yard, underground sprinklers, and landscaping originally approved by the ARCHITECTURAL COMMITTEE is as follows:

Front Yard- Slab sod or hydro mulched grass must be completed BEFORE THE FIRST OCCUPANCY of the dwelling.

Front Yard Flowerbeds, Landscaping, Sprinkler system and Rear Yard- All grass, all approved landscaping and the front yard sprinkler system must be completed within one year after the first occupancy of the dwelling.

- (6) RIGHTS-OF-WAY: No fence or enclosure, hedge or shrubbery of any type or nature whatsoever shall ever be constructed, placed or maintained on any street right-of-way by any OWNER not acting on behalf of the ASSOCIATION pursuant to its duties under this DECLARATION.
- (7) FENCING: All fences must not be set any further forward than the half way point of the main residence upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. This restriction may be waived, in whole or in part by the DECLARANT. No adjoining, chain link or stockade fences are allowed and all fencing must be set back from the side lot line a minimum of five (5) feet. All fencing must be approved in writing by the ARCHITECTURAL COMMITTEE, prior to the beginning of construction. THE ARCHITECTURAL COMMITTEE may allow adjoining fences in areas which contain retaining walls or other features which impact the safe use of the area between fences. ARCHITECTURAL COMMITTEE may allow adjoining fences when both fences are open view type fences. Any solid or closed type fences must not be wider than the width of the house.
- C. IMPROVEMENTS AND ALTERATIONS. No improvement, excavation, or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its existing state (any prior improvements having been approved in accordance with this DECLARATION) shall be made or done unless approved by the ARCHITECTURAL COMMITTEE in accordance with the provisions of Section 3.02B hereof.
- D. MAINTENANCE AND REPAIR OF BUILDINGS. No building or structure upon any lot shall be permitted to fall into disrepair, and subject to the requirements of Paragraph C above, each such building and structure shall at all time be kept in good condition and adequately painted or otherwise finished. OWNERS shall maintain in good repair the exterior surfaces, including walls, roofs, porches, patios, and appurtenances of their residences. Nothing shall be done in or to any residence which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required hereunder. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or neglected to maintain such exterior surfaces in good repair, the BOARD shall give such OWNER notice of his failure to comply with this provision, setting forth the nature of the maintenance or repair required. If upon the expiration of thirty (30) days from the date of such notification the OWNER fails to remedy such noncompliance and the BOARD determines that:

- (1) failure to undertake the necessary maintenance would affect the overall appearance of the Properties or otherwise jeopardize the value of other Properties in FOREST GLEN, and
 - (2) the performance of such maintenance or repairs by the ASSOCIATION would not jeopardize the favorable tax status of the ASSOCIATION pursuant to applicable law, the ASSOCIATION may thereupon cause the maintenance or repairs to be performed and in such event the OWNER shall reimburse the ASSOCIATION for all reasonable expenses incurred in connection therewith upon demand. If such expenses are not promptly paid by the OWNER to the ASSOCIATION, the BOARD shall levy a reimbursement assessment against such OWNER pursuant to Section 6.03 hereof.
- E. ANIMALS. No animal or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot within FOREST GLEN and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to run at large, make any unreasonable amount of noise, or otherwise, to become a nuisance. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be visible from neighboring property unless approved by the ARCHITECTURAL COMMITTEE.
- F. ANTENNAS. No antenna for transmission or reception of television signals or and other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise without permission of the ARCHITECTURAL COMMITTEE.
- G. UTILITY SERVICE. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signal, shall be constructed, placed or maintained anywhere in or upon any lot, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.
- H. MISCELLANEOUS STRUCTURES AND TEMPORARY OCCUPANCY. No trailer, basement or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be removed immediately after the completion of construction. No miscellaneous structures are allowed on this property without the prior written approval of the ARCHITECTURAL COMMITTEE. These

miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming apart of the principal living structure, storage tanks, tool sheds, kennels, pool houses, pergola, radio and television towers, antenna or aerals, satellite dishes or any temporary structures. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners. No house or outbuilding shall be moved to any lot from any other locality, without the prior consent of the ARCHITECTURAL COMMITTEE.

A detached garage for recreational vehicle (R.V.), boat, or camper, constructed of the same material as the residential dwelling structure may be constructed on each lot provided the maximum size does not exceed a length of thirty (30) feet and a width of twenty two (22) feet, and provided that the location is behind the residential dwelling structure, it being the intent to require all R.V.s, boat, and campers to be garaged so as not to be visible from the street or neighbor. Approval of any detached garage location by the ARCHITECTURAL COMMITTEE is required.

- I. TRAILERS, BOATS AND MOTOR VEHICLES. No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck, camper or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot within FOREST GLEN, provided however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction of any work or improvement approved by the ARCHITECTURAL COMMITTEE. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever, shall ever be permanently parked, located or otherwise maintained in FOREST GLEN so as to be visible from neighboring property.
- J. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise there from, or as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot in FOREST GLEN.
- K. TRASH CONTAINERS AND COLLECTION. No garbage cans or refuse containers shall be placed or be permitted to remain at the street side of the dwelling or upon the lot within view of the street, except upon those days scheduled for garbage and refuse collection. Except on days for collection, said cans or containers shall be kept in a place that is not subject to public view. Garbage cans shall not be visible from

neighboring property nor from the street side and shall be concealed by walls of similar materials used on the residence.

- L. CLOTHES DRYING FACILITIES. Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a walled service yard or otherwise concealed and shall not be visible from neighboring property or from the street.
- M. RIGHT OF ENTRY. During reasonable hours, DECLARANT, any member of the ARCHITECTURAL COMMITTEE, or any authorized representative of any of them shall have the right to enter upon and inspect any building, site, lot or parcel and the improvements thereon for the purpose of ascertaining whether or not the provision of the FOREST GLEN RESTRICTIONS have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.
- N. MAINTENANCE OF LAWNS AND PROPERTY. Each OWNER shall keep his lot and property properly cultivated and free of trash, weed and other unsightly material. When in the discretion of the BOARD it is determined that an OWNER has failed, refused or neglected to properly maintain his lot, the BOARD may give notice and take appropriated corrective measures in accordance with the requirements and procedures set forth in Section 3.02D for such BOARD action in regard to maintenance and repair of building, including the procedures authorizing a reimbursement assessment pursuant to Section 6.03 hereof.
- O. MINERAL EXPLORATION. No property within FOREST GLEN shall be used in any manner to explore for, or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel earth or any earth substance of any kind. No tank for the storage of oil, or other fluid, may be maintained above the ground on any of the lots.
- P. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within FOREST GLEN, except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence.
- Q. DISEASES AND INSECTS. No owner shall permit anything or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.
- R. RESTRICTION ON FURTHER SUBDIVISION. No lot in FOREST GLEN shall be further subdivided, rearranged, or replatted nor shall any less than all of such lot be conveyed or any easement or other interest given therein without the prior written approval of the DECLARANT.

- S. MAILBOXES. Mailboxes shall be installed or constructed which are of a material that is harmonious with the dwelling and approved in advance of their installation or construction by the ARCHITECTURAL COMMITTEE. No mailbox will be approved for use in FOREST GLEN which is of a width greater than thirty (24) inches, exclusive of any planter type base not greater than twelve (12) inches from ground elevation. The purpose of this restriction is to assure that the appearance of the street scape will not detract from the individual residences.

Address blocks or other residential address signs must not have more than a combined total face area of two hundred sixteen square inches or less for each lot.

- T. SIGNS. No signs whatsoever which are visible from neighboring property shall be erected or maintained on any lot within FOREST GLEN except:

- (1) Such signs as may be required by legal proceeding.
- (2) Residential identification signs of a combined total face area of seventy two square inches or less for each lot.
- (3) Not more than two signs having a maximum face area of ten (10) square feet temporarily installed in connection with the sale or rental of a residence, garage sale or political campaign, and
- (4) Signs installed by homebuilders which are necessary or convenient to the sale of homes within FOREST GLEN. Limitations upon signs installed by homebuilders shall be established by the ARCHITECTURAL COMMITTEE.

- U. DECLARANTS EXEMPTION. Nothing contained in the FOREST GLEN RESTRICTIONS shall be construed to prevent the erection or maintenance by DECLARANT or their duly authorized agents of structures or signs necessary or convenient to the development, sale, operation or disposition of property within FOREST GLEN.

Section 3.03 PARTY WALLS AND ENCROACHMENTS

- A. PARTY WALLS. The only allowable Party Wall in the Single Family Residential Lots is a retaining wall constructed along the property line between two lots. All other facilities including fences must be set back from the side property line in a minimum of five (5) feet. In the Zero Lots Line Single Family Residential lots, Party Walls are allowed. The rights and duties of OWNERS with respect to Party Walls shall be as follows.

- (1) The OWNERS of contiguous lots who have a Party Wall shall equally have the right to use such wall, provided that such use does not interfere with the use and enjoyment of adjoining lots.

(2) In the event that any Party Wall is damaged or destroyed through the act of an OWNER or any of his agents or guest or members of his family (whether or not such act is negligent), it shall be the obligation of such OWNER to rebuild and repair the Party Wall without cost to the adjoining lot OWNER.

(3) In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse in time), other than by the act of an adjoining OWNER, his agents, guests or family, it shall be the obligation of OWNERS whose lots adjoin such Party Wall at their joint and equal expense, however, if the Party Wall is a part of a main structure, the obligation falls upon the OWNER of the lot on which the main structure is located.

(4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall without the prior consent of OWNERS of any interest therein, whether by way of easement or in fee.

(5) In the event of a dispute between the OWNERS with respect to the repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such OWNERS shall submit the dispute to the BOARD, the decision of which shall be binding.

Section 3.04 COMMON AREA; CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS

The Common Area shall be held, maintained and used to meet the aesthetic interests OWNERS or to enhance their beneficial enjoyment of the environment of FOREST GLEN and for no other purpose. The only permitted uses of the Common Area shall be the construction, operation, maintenance, repair, renewal, reconstruction, or replacement of the Common Area improvements, including landscaping. No improvement, excavation or work which in any way alters the Common Area from its existing state shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this Section.

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

B. **APPLICATION FOR APPROVAL.** Except to the extent otherwise provided in Paragraph D below, if the ASSOCIATION proposes to construct, reconstruct or alter any improvement located upon the Common Area or if the ASSOCIATION proposes to make or create any excavation or fill, to change the natural or existing drainage of surface waters, or to remove any trees, shrubs, or ground cover upon the Common Area, the ASSOCIATION proposes to make or submit to the ARCHITECTURAL COMMITTEE for approval two sets of final plans and

specifications for any such work in such form and containing such information as the ARCHITECTURAL COMMITTEE may require. The ARCHITECTURAL COMMITTEE shall approve the plans and specifications submitted to it pursuant to this Paragraph only if the following conditions have been satisfied.

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

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

C. METHOD OF APPROVAL. All such approvals shall be in writing. Plans which have been neither approved nor rejected within thirty (30) days from the date of submission thereof to the ARCHITECTURAL COMMITTEE shall be deemed approved. One set of plans, as finally approved, shall be retained by the ARCHITECTURAL COMMITTEE as a permanent record.

D. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to the Common Area:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph C above, or (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph E below.

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

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

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

Section 3.05 UNPAVED RIGHT-OF- WAY ALONG HIWASSE ROAD ADJACENT TO THE EASTERN BOUNDARY OF FOREST GLEN AND ALONG FOREST GLEN DRIVE WITHIN 200 FEET OF THE RIGHTS OF WAY OF HIWASSE ROAD; CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

As provided in Section 5.04D of this DECLARATION, the ASSOCIATION shall operate and maintain that unpaved portion of the right of way west of Hiwassee Road adjacent to FOREST GLEN SEC. 1 and the private roadways and streets within FOREST GLEN, and the improvements thereon, including the Association Fence along such property line. The unpaved portion of right of way herein above described shall be maintained and used to meet the aesthetic interests of OWNERS or to enhance their beneficial enjoyment of the environment of FOREST GLEN or the value of the Properties and for no other purpose. The only permitted uses of such unpaved portion of right-of-way shall be the operation, maintenance, repair, renewal or replacement of right-of-way improvements, including landscaping and street lighting, and the installation of guard houses and/or security gates within FOREST GLEN.

A. LIMITATION ON CONSTRUCTION; APPLICATION FOR APPROVAL. No improvement, excavation or work which in any way alters such unpaved portion of right-of-way from its existing state shall be made or done unless:

(1) In strict compliance with the restrictions and limitations of Section 3.04A with regard to the Common Area and in accordance with the procedures for ARCHITECTURAL COMMITTEE approval set forth in Section 3.04, Paragraphs B and C; and

(2) In strict compliance with applicable ordinances, rules and policies of the City of Choctaw or any board, commission, or governmental subunit thereof.

B. MAINTENANCE BY ASSOCIATION. The ASSOCIATION may at any time as to such unpaved portion of right-of-way, but subject to any applicable ordinances, rules or policies of the City of Choctaw or any board, commission or other governmental subunit thereof.

(1) Reconstruct, replace or refinish any improvement or portion thereof upon such area in accordance with (a) the last plans thereof approved by the ARCHITECTURAL COMMITTEE pursuant to Paragraph A above, or (b) the plans filed by DECLARANT with the ARCHITECTURAL COMMITTEE pursuant to Paragraph C below.

(2) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the ASSOCIATION deems necessary; and

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

(4) Place and maintain street lights

C. DECLARANT'S PLANS AND SPECIFICATIONS. DECLARANT shall from time to time file with the ARCHITECTURAL COMMITTEE such plans and specifications as it may have in its possession for the purpose of maintaining a permanent record of improvements constructed on

such unpaved portion of the street right-of-way and improvements constructed on the private roadway of private streets within FOREST GLEN.

Section 3.06 EASEMENTS FOR MAINTENANCE OF COMMON AREA AND THE UNPAVED RIGHT-OF-WAY ALONG HIWASSE ROAD TO THE EASTERN BOUNDARY OF FOREST GLEN AND ALONG THE COMMON LOTS REQUIRED FOR THE CONSTRUCTION OF THE PRIVATE STREETS AND PRIVATE ROADWAYS.

Perpetual nonexclusive easements for ingress and egress over, under, across, in and upon the Properties are hereby declared, created and reserved by the DECLARANT for the benefit and use of the ASSOCIATION, its successors and assigns, agents and employees, to provide reasonable access to the Common Area and portion of unpaved right-of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D hereof for the purpose of performing any maintenance, construction or operations permitted or authorized by this DECLARATION with respect to such areas or the improvements located thereon, including the Association Fence.

ARTICLE IV
ARCHITECTURAL COMMITTEE

**Section 4.01 ORGANIZATION, POWER OF APPOINTMENT AND REMOVAL
OF MEMBERS**

There shall be an ARCHITECTURAL COMMITTEE, organized as follows:

A. COMMITTEE COMPOSITION. The ARCHITECTURAL COMMITTEE shall consist of three (3) persons. No COMMITTEE member shall be required to meet any qualifications for membership.

B. ALTERNATE MEMBERS. There shall be one (1) alternate member who may be designated by the COMMITTEE to act as a substitute on the COMMITTEE in the event of absence or disability of a COMMITTEE member.

C. APPOINTMENT AND REMOVAL. The right to appoint and remove all members and alternate members of the ARCHITECTURAL COMMITTEE shall be and is hereby vested solely in the DECLARANT unless prior to said time DECLARANT records a declaration waiving its rights hereunder. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recording of a declaration identifying each new COMMITTEE member or alternate member appointed and each member or alternative member replaced or removed from the ARCHITECTURAL COMMITTEE.

D. RESIGNATIONS. Any member or alternate member of the ARCHITECTURAL COMMITTEE may at any time resign from the COMMITTEE upon written notice delivered to the DECLARANT.

E. VACANCIES. Vacancies of the ARCHITECTURAL COMMITTEE, however caused, shall be filled by the DECLARANT.

Section 4.02 DUTIES.

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

Section 4.03 MEETINGS.

The ARCHITECTURAL COMMITTEE shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two members shall constitute an act by the COMMITTEE. The COMMITTEE shall keep and maintain a record of all actions taken by it at such meetings or otherwise.

Section 4.04 ARCHITECTURAL COMMITTEE RULES.

The ARCHITECTURAL COMMITTEE may, from time to time, and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations, to be known as "ARCHITECTURAL COMMITTEE RULES." Said "RULES" shall interpret and implement the provisions herein by setting forth the standards and procedures for ARCHITECTURAL COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes, materials, maintenance and repairs and similar features which are recommended for use in FOREST GLEN.

Section 4.05 NO WAIVER

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

Section 4.06 ESTOPPEL CERTIFICATE

Within thirty (30) days after written demand is delivered to the ARCHITECTURAL COMMITTEE by any OWNER, and upon payment to the ASSOCIATION of a reasonable fee (as fixed from time to time by the ASSOCIATION, the ARCHITECTURAL COMMITTEE shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any lot of said OWNER) that as of the date thereof either (a) all improvements made and other work done upon or within said lot comply with the FOREST GLEN RESTRICTIONS, or (b) such improvements or work do not so comply, in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the basis of such noncompliance. Any purchasers from the OWNER or from anyone deriving an interest in said lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the ASSOCIATION, DECLARANT and all OWNERS and such persons deriving any interest through them.

Section 4.07 LIABILITY.

Neither the ARCHITECTURAL COMMITTEE nor any member thereof shall be liable to the owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within FOREST GLEN, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of information as may be possessed by him. Without in any way limiting the generality of the foregoing, the ARCHITECTURAL COMMITTEE, or any member thereof, may, but is not required to, consult with

or hear the views of an OWNER with respect to any plans, drawings, specifications or any other proposal submitted to the ARCHITECTURAL COMMITTEE by such OWNER.

UNOFFICIAL

ARTICLE V
FOREST GLEN HOMEOWNERS ASSOCIATION, INC.

Section 5.01 ORGANIZATION AND MEMBERSHIP

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

B. **CREATION OF ASSOCIATION.** The creation of the ASSOCIATION and election of officers shall occur within ninety (90) days of the sale of ten or more lots by any one other than the DECLARANT.

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

Section 5.02 MEMBERSHIP AND VOTING RIGHTS

A. **OWNERS MEMBERS.** Every OWNER of a lot which is subject to assessment shall be a member of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. **OWNERS' EASEMENT OF ENJOYMENT.** Every OWNER shall have a right of easement of enjoyment in and to the Common Area which will be appurtenant to and shall pass with title to every lot, subject to the following provisions:

(1) the right of the ASSOCIATION to charge reasonable assessments for the upkeep and maintenance of the Common Area;

(2) the right of the ASSOCIATION to suspend his voting rights for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(3) the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective

unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

C. **DELEGATION OF USE.** Any OWNER may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. **RIGHTS UPON DISSOLUTION.** In the event of the dissolution of the ASSOCIATION and the formation of the unincorporated association, as provided in Paragraph B of section 5.01, each member of the unincorporated association shall have an underlying beneficial interest in all of the ASSOCIATION'S property transferred to or for the account or benefit of the unincorporated association, such interest being in direct proportion to the number of lots owned by such member provided, however, there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

Section 5.03 CLASSES OF MEMBERS; NUMBER OF VOTES: DIRECTORS

Class A. Class A members shall be all OWNERS with the exception of the DECLARANT and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member (s) shall be the DECLARANT and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the class B membership.

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

B. **BOARD OF DIRECTORS.** The ASSOCIATION shall act through a BOARD of Directors which shall manage the affairs of the ASSOCIATION. The initial BOARD shall be comprised of six (6) Directors which shall be selected by the DECLARANT. Each initial Director shall serve for a term of one (1) year or until the earlier termination of Class B membership. After the expiration of the terms of the initial BOARD members, the members of the ASSOCIATION shall elect the BOARD of Directors as provided for in the Bylaws.

C. CUMULATIVE VOTING. Every OWNER entitled to vote at any election of the members of the BOARD may cumulate his votes and give to one candidate or divide equally or unequally among more than one of the candidates a number of votes equal to the number of directors to be elected multiplied by the number of votes which such OWNER is entitled to cast.

D. NO TRANSFER OF VOTING RIGHT. The right to vote may not be severed or separated from the lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such lot to a new OWNER or OWNERS shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

Section 5.04 DUTIES OF THE ASSOCIATION

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

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

B. TITLE TO PROPERTY UPON DISSOLUTION. Immediately prior to any dissolution of the ASSOCIATION as a corporate entity the ASSOCIATION shall convey all real property vested in it to an independent corporate trustee, to hold such real property in trust for the benefit of the unincorporated association formed pursuant to Paragraph B of Section 5.01 and for the benefit of the OWNERS pursuant to the terms hereof and the Articles and Bylaws.

C. OPERATION OF THE COMMON AREA. To operate and maintain, or provide for the operation and maintenance of the Common Areas, and to keep all improvements of whatever kind and for whatever purpose, from time to time located thereon, specifically including but not limited to landscaping, in good order and repair and properly maintained; and to make improvements to the Common Areas which may include swimming pools, club houses, guard houses, security gates, etc.

D. MAINTENANCE OF UNPAVED PORTION OF RIGHT-OF-WAY. To operate and maintain, or provide for the operation and maintenance of that unpaved portion of the right-of-way adjacent to the northern boundary of FOREST GLEN, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including the Association Fence along such property lines, and or place and operate street lighting.

E. RESERVED

F. PAYMENT OF TAXES. To pay all real taxes and assessments levied upon any portion of any property conveyed, leases or otherwise transferred to the ASSOCIATION, to the

extent not assessed to the OWNERS. Such taxes and assessments may be contested or compromised by the ASSOCIATION; provided, however, that they are paid or a Bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

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

H. INSURANCE. To obtain and maintain in force comprehensive general liability insurance in such amounts as the ASSOCIATION shall deem necessary, and to obtain and maintain in force such other insurance, including indemnity and other bonds, as the ASSOCIATION shall deem necessary or expedient to carry out its functions as set forth in the DECLARATION and the Bylaws.

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

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

J. ARCHITECTURAL COMMITTEE. To appoint and remove members of the ARCHITECTURAL COMMITTEE in the event that DECLARANT waives its right to appoint and remove such members pursuant to Section 4.01, and to assure at all times there is available a duly constituted and appointed ARCHITECTURAL COMMITTEE.

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

L. OTHER. To carry out the duties of the ASSOCIATION set forth in other sections of this DECLARATION, the Articles and the Bylaws.

Section 5.05 POWERS AND AUTHORITY OF THE ASSOCIATION

The ASSOCIATION shall have all of the powers of a nonprofit corporation organized under the laws of the State of Oklahoma in operation for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and the FOREST GLEN RESTRICTIONS, or are required by applicable law in order to assure and maintain a favorable tax status for the ASSOCIATION.. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under and by virtue of said RESTRICTIONS, and to do and perform any and all acts which may be necessary or proper for, or incidental to the exercise of any of the express powers of the ASSOCIATION. Without in any way limiting the generality of the forgoing, the ASSOCIATION shall have the power and authority at any time:

A. MAINTENANCE ASSESSMENTS. To charge such assessments for the maintenance and operation of the Common Area, the unpaved portion of right-of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D hereof and all improvements located on such Common area or right-of-way, including the Association Fence, placement and operation of street lights within FOREST GLEN, as the BOARD may deem necessary or desirable.

B. RIGHT OF ENTRY AND ENFORCEMENT. To enter upon any lot, without liability for trespassing to any OWNER, for the purpose of enforcing any of the provisions of the FOREST GLEN RESTRICTIONS, or for the purpose of maintaining and repairing any such area pursuant to Section 3.02D hereof if for any reason whatsoever the OWNER thereof fails to maintain and repair such area as required by said RESTRICTIONS. The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf, or on the behalf of any OWNER or OWNERS who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the FOREST GLEN RESTRICTIONS and to enforce, by mandatory injunction or otherwise, all of the provision of said RESTRICTIONS.

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

Subject to the reservations in favor of an OWNER herein below, easements for public utility installations and maintenance are hereby reserved across the street side of certain lots and along the

side of certain lots and as designated in other places, in accordance with the designations "Utility Easement" (UE), Public Drainage Easements (DE) or Common Area and Detention Pond Areas, all as shown upon the recorded plat or plats of FOREST GLEN. The right of any OWNER at any time hereafter to amend, extinguish or vacate the aforesaid utility easements and rights-of-way as to all or any portion of the above described property insofar as such utility easements and rights-of-way are not actually in use is specifically reserved.

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

Section 5.06 THE FOREST GLEN RULES

A. RULE MAKING POWER. The ASSOCIATION may, from time to time, subject to the provisions of the FOREST GLEN RESTRICTIONS, and if necessary for the purpose of clarifying the obligations of any OWNER thereunder, adopt, amend and repeal rules and regulations, to be known as the "FOREST GLEN RULES", provided, however, that such RULES may not discriminate among OWNERS.

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

Section 5.07 LIABILITY OF MEMBERS OF BOARD

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

**ARTICLE VI
OPERATING FUND AND ASSESSMENTS**

Section 6.01 OPERATING FUND

There shall be an Operating Fund, into which the ASSOCIATION shall deposit all monies paid to it, including all monies paid as

- A. Operating and maintenance assessments,
- B. Special assessments,
- C. Reimbursement assessments,
- D. Condemnation awards; and

E. Any other income attributable to the ASSOCIATION, and from which the ASSOCIATION shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 6.02 REGULAR AND ADDITIONAL ASSESSMENTS

The assessments levied by the ASSOCIATION shall be used exclusively to enhance the beneficial or aesthetic enjoyment of the OWNERS in the Properties and for the improvement and maintenance of the Common Area, the unpaved portion of right-of-way pursuant to the terms of Section 5.04D hereof, the Association Fence, and street lighting to be maintained by the ASSOCIATION and the homes situated upon the Properties to the extent authorized by the DECLARATION.

A. **REGULAR ASSESSMENTS.** At least thirty (30) days prior to the commencement of each year the BOARD shall estimate the costs and expenses to be incurred by the ASSOCIATION during such year in performing its functions under the FOREST GLEN RESTRICTIONS (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such year. The sum or net estimate so determined shall be assessed to the OWNERS as an operating and maintenance assessment by dividing the total estimate by the total number of single family residential lots in FOREST GLEN and assessing the resulting amount to the OWNER of each lot.

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

C. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the ASSOCIATION may levy, a special assessment applicable 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 portion of unpaved right-of-way to be maintained by the ASSOCIATION pursuant to Section 5.04D, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of two-thirds (2/3) of the voters of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

An initial Special Assessment for Capital Improvements in the amount of One Hundred Fifty Dollars (\$150.00) per lots shall be established and continued each year until modified, amended, or eliminated by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

D LIMITATIONS ON REGULAR AND ADDITIONAL ASSESSMENTS. Until January 1, 2000, the maximum annual regular assessment shall be Four Hundred Fifty Dollars (\$450.00) per lot. The initial assessment include a Regular assessment for operation and maintenance of Three Hundred Dollars (\$300.00), and a Special assessment for Capital Improvements of One Hundred Fifty Dollars (\$150.00).

The Regular assessment for operation and maintenance shall be divided equally into two funds with one fund to accumulate funds for future private street maintenance and repair, and second fund to be used for maintenance of the landscaping and other operations of the ASSOCIATION.

The Special assessment for Capital Improvements shall be accumulated for future expenditures on improvements to the Common Areas such as club houses, swimming pools, guard houses, security gates, etc.

1. From and after January 1, 2000, the maximum annual regular assessment may be increased each year by multiplying \$450.00 by a fraction, the numerator of which is the average Consumer Price index for All-Urban Consumers published by the United States Department of Labor as of the close of the twelve (12) month period ending on September 30 of the preceding calendar year, and the denominator of which is the same average as the close of the twelve (12) month period ending on September 30, 2000, without a vote of the membership.

2. From and after January 30, 2000, the maximum annual regular assessment may be increases above the maximum annual assessment as determined in Paragraph C (1) above by a vote of fifty-one percent (51%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

E. EXCEPTION TO ASSESSMENTS. Any lot owned by the DECLARANT shall not be required to pay any of the above listed assessments.

Section 6.03 REIMBURSEMENT ASSESSMENT

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

Section 6.04 ENFORCEMENT OF ASSESSMENTS

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

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

B. ENFORCEMENT BY LIEN. At any time within 90 days after the occurrence of any such default, the ASSOCIATION may make a demand for payment to the defaulting OWNER. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten days after delivery of such notice, the ASSOCIATION may elect to file a claim of lien against the lot of such delinquent OWNER. Such claim of lien shall state:

- (1) The name of the delinquent OWNER;
- (2) The legal description and street address of the lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper off-set allowed);
- (4) That the claim of lien is made by the ASSOCIATION pursuant to the terms of the FOREST GLEN RESTRICTIONS; and
- (5) That a lien is claimed against the lot in an amount equal to the amount of lien in the office of the County Clerk of Oklahoma County, the lien claimed therein shall

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

C. **ASSESSMENT CERTIFICATE.** A certificate executed under penalty of perjury by any two members of the BOARD and acknowledged by one of them shall be conclusive upon the ASSOCIATION and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any OWNER shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot (or the fact that all assessments due are paid if such is the case) within ten days after demand therefor and upon payment of a reasonable fee not to exceed ten dollars (\$10.00) with such maximum fee to be adjusted in the same manner as described in section 6.02C (1).

Section 6.05 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 2.02B, 6.02B, and 6.02C.

Written notice of any meeting called for the purpose of taking any action authorized under Section 2.02B, 6.02B and 6.02C 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-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.06 UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all lots in Single Family Areas.

Section 6.07 DATE OF COMMENCEMENT 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 Lot from the DECLARANT to any purchaser and upon conveyance of the Common Area to the ASSOCIATION. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The BOARD 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. The due dates shall be established by the BOARD. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION setting forth whether the assessments on a specified lot have been paid.

**Section 6.08 EFFECT OF NONPAYMENT OF ASSESSMENTS;
REMEDIES OF THE ASSOCIATION**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) 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.

Section 6.09 SUBORDINATION OF THE LIEN TO MORTGAGE

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 or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, provided that if the Plaintiff at the foreclosure sale or its nominee shall acquire the title, then any assessment thereafter levied shall not attach until said purchaser has sold said property to a third party.

Section 6.10 EXEMPT PROPERTY

The following Properties subject to this DECLARATION shall be exempt from the assessments:

- A. Such portions of the Properties dedicated to and accepted by a local public authority.
- B. The Common Areas.

ARTICLE VII
GENERAL PROVISIONS

Section 7.01 AMENDMENT AND DURATION.

The covenants and restrictions of this DECLARATION shall run with and bind the land for a term of twenty (20) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This DECLARATION may be amended during the first twenty (20) years by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 7.02 ENFORCEMENT AND NON-WAIVER.

A. **RIGHT OF ENFORCEMENT.** Should the owner and/or tenant of any lot or lots in FOREST GLEN, violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, any lot owner in FOREST GLEN, may institute legal proceedings to enjoin, abate or correct such violations and the owner of the lot and lot permitting the violation of such restrictions or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney fees, court costs, and other expenses allowed and assessed by the court, for the aforesaid originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

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

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

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

E. **SEVERABILITY OR NON-WAIVER.** The failure to enforce the provisions of any covenant, condition or restriction contained in the FOREST GLEN RESTRICTIONS shall not

constitute a waiver of any right to enforce any such provision or any other provision of said RESTRICTIONS.

Section 7.03 CONDEMNATION OF COMMON AREA

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

Section 7.04 OBLIGATIONS OF OWNERS

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

Section 7.05 DELIVERY OF NOTICES AND DOCUMENTS

Any notice or other document relation to or required by the FOREST GLEN RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered three (3) days on which there is regular mail delivery after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows: to the ASSOCIATION or the ARCHITECTURAL COMMITTEE, P.O. Box 10537, Midwest City, Oklahoma 73140, provided, however, that such address may be changed by the ASSOCIATION by delivery of a notice of change of address in writing with the Secretary of the ASSOCIATION and with the DECLARANT, and by the ARCHITECTURAL COMMITTEE or DECLARANT by delivery of a notice in writing to the ASSOCIATION.

Section 7.06 DESIGNATION OF SUCCESSOR DECLARANT

MOORE & COMPANY, INC., DECLARANT herein, may at any time, designate any individual or entity as its successor in the development of FOREST GLEN and for all purposes of this DECLARATION by filing such designation with the Secretary of the ASSOCIATION. "DECLARANT" shall thereafter mean and refer to the successor so designated, whether or not such

successor acquires more than one undeveloped lot for the purpose of development and annexation to FOREST GLEN.

Section 7.07 CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; TITLES.

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


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

C. SINGULAR INCLUDES PLURAL. The singular shall include the plural and the plural, the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter, as the context requires.

D. CAPTIONS. All captions or titles used in the FOREST GLEN RESTRICTIONS are intended solely for convenience or reference and shall not affect that which is set forth in any or the terms or provisions of said RESTRICTIONS.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 21st day of FEBRUARY, 2003.

MOORE & COMPANY, INC.

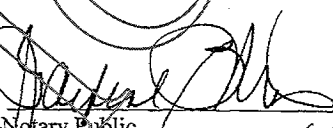

Jeff Moore, President


Shelly Moore, Secretary

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Acknowledged before me this 21st day of FEBRUARY, 2003, by Jeff Moore, President of MOORE & COMPANY, on behalf of the Corporation.


Notary Public

#02011260

My Commission Expires

7-1-06



EXHIBIT "A" - LAND SUBJECT TO ANNEXATION

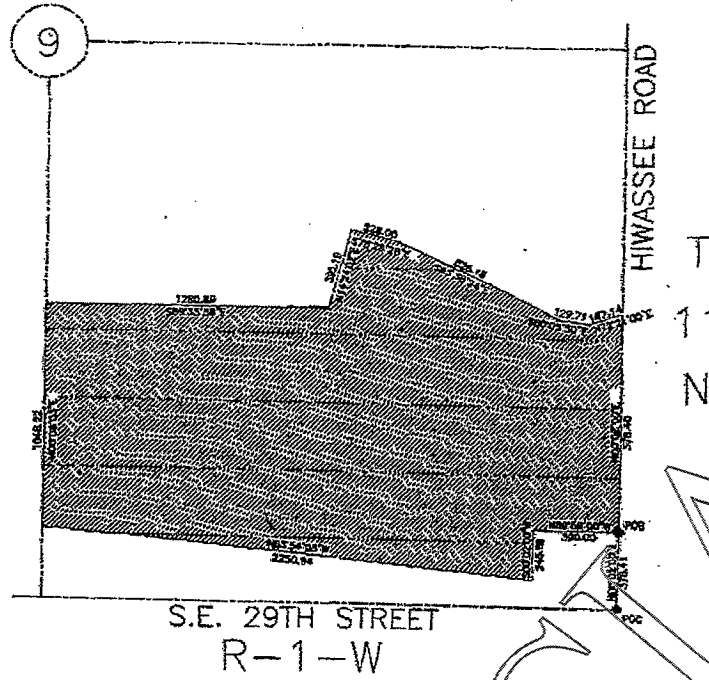


EXHIBIT "B"
LAND CLASSIFICATIONS

The land within FOREST GLEN is classified as set forth below. All lots referred to are part of FOREST GLEN a rural subdivision to the City of Choctaw, Oklahoma.

COMMON AREAS:

COMMON AREA "A"

COMMON AREA "B"

Private Street Forest Glen Drive
Private Street Forest Glen Terrace
Private Street Forest Glen Acire Road
Private Street Crosscut Lane
West Glenn Court
Future Streets
Forest Glen Circle
North Glen Road
Glen Eagle Drive
North Eagle Drive

FOREST GLEN ARCHITECTURAL COMMITTEE RULES

The Owner of the land upon which FOREST GLEN, a Planned Unit Development in the City of Midwest City, with FOREST GLEN, filed of record in the Office of the Registrar of Deeds, County of Oklahoma, State of Oklahoma, in Plat Book 58 at Page 80, is being developed, has intended that the area become one of the finest residential communities in Southeastern Midwest City. It is the purpose of the Declaration of Covenants, conditions and Restrictions for FOREST GLEN hereinafter "FOREST GLEN Covenants" and these Architectural Committee Rules to assure that these goals are achieved, it not surpassed.

The developer of FOREST GLEN has observed other new additions and provides mechanisms in the FOREST GLEN Covenants and these Rules for assuring that FOREST GLEN will not be plagued by their problems. For example, the perpetual care of the Common Areas and the entrance window along Hiwassee Road including sprinkler system, landscaping and a brick entry, all installed by the developer, has been guaranteed by the establishment of FOREST GLEN Homeowners Association, Inc.

These Rules are intended to carry out the spirit and intent of the FOREST GLEN Covenants, to encourage creativity, to accommodate changing technology and the newest and best housing ideas, and to assure that FOREST GLEN becomes and remains one of the finest residential communities in Southeastern Midwest City.

I. NEW HOME CONSTRUCTION

A. PROCEDURE FOR ARCHITECTURAL COMMITTEE REVIEW

(1) PLANS TO BE SUBMITTED. Pursuant to Section 3.02 B of the FOREST GLEN Covenants; all improvements are subject to approval by the Architectural Committee in writing in advance of their construction. For purposes of new home construction, the following plans must be submitted to the Committee before the commencement of construction:

- a. site plan which shows all walks, porches, decks, driveway, and drainage flow upon the lot;
- b. floor plan which indicates the square footage of the residence;
- c. front and rear elevations which show any service yards or walls which abut the residence and the materials to be used on all exterior wall surfaces;
- d. fencing plans which show the location of the proposed fence upon the site, the materials to be used, height specifications and any gates;
- e. landscaping plans; and
- f. plans for proposed structures or improvements of any type not otherwise indicated upon submitted plans, such as swimming pools, hot tubs and decks not attached to the residence.

Submitted plans shall be accompanied by specifications or shall show sufficient construction detail to enable the Committee to take action upon the proposed improvement. The Committee may request further drawings or clarification with regard to any proposed improvement.

(2) SUBMISSION PROCEDURE. Such plans may be submitted to the Architectural Committee by delivering same to FOREST GLEN Architectural Committee, P.O. Box 10537, MWC, OK 73140. Members of the Committee are listed on Exhibit "A" attached hereto. Submitted Plans will be stamped "received" on the date of submission and will be acted upon in their order of receipt. If the builder or Owner, Occupant submits a set of plans which he requests that the Architectural Committee return to him, he shall provide a self-addressed and postage prepaid mailing tube or envelope, or pick up the plans upon learning that the Architectural Committee has acted upon the submitted plans.

Upon the submission of required plans the Builder or Owner-Occupant is responsible for assuring that the surveyor's lot pins are in place and visible as shown on the plat so that the

Architectural Committee and/or any city inspectors may observe whether the proposed work is in compliance with the setback requirements. Any surveyor's lot pins which require replacement after the conveyance of the property from Moore & Company, Inc., will be the responsibility of the Builder or Owner-Occupant, at such Builder's or Owner-Occupant's cost.

(3) VARIANCE REQUESTS. Requests for variances from these Guidelines or the FOREST GLEN Covenants may be submitted to the Architectural Committee at any time. Such requests shall be in writing and shall set forth the reasons for the requested variance and the requested length of such variance.

(4) ARCHITECTURAL COMMITTEE APPROVAL. Upon the submission of any plans or variance request submitted to it, the Architectural Committee shall promptly take action with regard to such plans or request. Written approval of any plans may be given by any two of the three Committee members. Any variance request must be approved unanimously by the Committee and be given in writing. In the event that the action of the Committee is to disapprove any plans or request for variance, the Committee shall state the reason for such disapproval. Revised plans may be submitted. In the event that the Committee fails to approve or disapprove any plans for variance request within thirty (3) days after said Plans and Specifications have been submitted to it, approval will not be required and these rules will be deemed to have been fully complied with.

(5) STANDARDS FOR COMMITTEE APPROVAL. The Architectural Committee shall evaluate all Plans and requests submitted to it in accordance with the FOREST GLEN Covenants, the standards set forth therein and these guidelines, and with the spirit, intent and purpose of those Covenants and the collective interest of lot owners in mind. The approval of the committee of any plans, drawings, or specifications for any work done or deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

B. GUIDELINES

(1) MAILBOXES. Mailboxes shall be installed or constructed which are of a material that is harmonious with the dwelling and approved in advance of their installation or construction by the ARCHITECTURAL COMMITTEE. No mailbox will be approved for use in FOREST GLEN which is of a width greater than twenty four (24) inches, exclusive of any planter type base not greater than twelve (12) inches from ground elevation. The purpose of this restriction is to assure that the appearance of the street scape will not detract from the individual residences.

(2) TRASH CONTAINERS AND COLLECTION. Builders and Owner-Occupants are reminded that the FOREST GLEN COVENANTS do not permit the storage or trash containers within the view of the street or neighboring property, except on days for trash collection. This will require the construction of some Committee approved improvement, whether it be a part

of the residence, fence, service yard or other device which will serve to conceal trash containers from public

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

C. SITE MAINTENANCE

Building materials may not be stored upon lots until improvements are to be commenced, and then such materials must be placed within the property line of the lot to be improved with such materials.

The Builder or Owner-Occupant shall completely clean all trash and waste from the construction site and any areas where waste has been occasioned by land clearing. The builder or Owner-Occupant shall cooperate with the developer in assuring that subcontractors do not damage improvements.

Upon the completion of construction, all lots must be properly maintained and kept free of trash, weeds and other unsightly material in accordance with the FOREST GLEN Covenants.

D. BUILDER'S SIGNS

Signs installed by home Builders which are necessary or convenient to the sale of homes within FOREST GLEN are permitted, subject to the following limitations:

- (1) Not more than two of such signs having a combined maximum face area of sixteen (16) square feet shall be displayed upon any lot. The authorized use of "Parade of Homes" signs through the event shall be allowed, and shall not be considered for purposes of determining compliance with this section.
- (2) Flag type banners will be permitted strictly on a temporary basis during "open house" promotions.

E. SALES ACTIVITIES

Builders and the Developer are permitted to conduct sales activities or activities to facilitate and promote the sale of homes in FOREST GLEN upon lots in FOREST GLEN and for that purpose are permitted to use model homes as sales office. However, such model homes must be residences which satisfy the FOREST GLEN Covenants and these guidelines in all respects and must be

designed and intended ultimately for single family occupancy. No trailer or temporary structure of any type which may have been approved by the ARCHITECTURAL COMMITTEE for use during the construction phase will be permitted to remain upon the property after the completion of construction for use as a sales office.

F. MEMBERSHIP IN ASSOCIATION

All Owners of lots within FOREST GLEN are automatically members of the FOREST GLEN homeowners Association, Inc. Any purchaser of a lot from the DECLARANT is responsible for the annual assessments levied by the Association against any lot owned by him until the sale of such lot to any Owner-Occupant. The total annual assessment will be fixed by the Board of the Association, and will not exceed Four Hundred Fifty Dollars (\$450.00) per lot per year through January 1, 2000. The Association may collect from the builder the entire annual assessment at the beginning of each year or a pro rata portion thereof at the beginning of each month, and it shall be the responsibility of the Builder to collect any appropriate reimbursements at the closing of the lot sale from the Owner-Occupant.

II. ALTERATIONS AND IMPROVEMENTS

A. PROCEDURES FOR ARCHITECTURAL COMMITTEE REVIEW

(1) PLANS TO BE SUBMITTED. Pursuant to Section 3.02C, any improvements or other work which alters the appearance of any lot or the improvements thereon from the state existing upon original occupancy must be approved in advance, in writing by the ARCHITECTURAL COMMITTEE. The following plans must be submitted to the Committee (in the manner described in 1A (1) hereof before the commencement of construction:

- a. fencing plans, as described in 1A (1) d hereof;
- b. landscaping plans when required with the proposed use of chain link fencing pursuant to 1A (6) hereof;
- c. plans for any remodeling or construction work which alters the exterior appearance of the residence, including, but not limited to, plans for room additions, the addition of fireplaces, the enclosure of open porches, and plans for the addition of patios or porches;
- d. plans for any swimming pool, hot tub or deck;
- e. plans for any miscellaneous structures, including but not limited to, outbuildings (building structures not attached or forming apart of the principal living structure), storage tanks, tool sheds, kennels, pergola, radio and television towers, antenna or aerials, satellite dishes or any temporary storage buildings or pool houses;
- f. plans for any satellite dish, pet house, statuary, art objects, or decoration which will be visible from neighboring property.

The plans referred to in Section c., d., e., and f. above shall consist of a site plan showing the location of the improvement upon the lot, dimensions, materials specifications or other information requested by the Committee with regard to the particular improvement.

(2) PROCEDURE FOR PLAN SUBMISSION; VARIANCE REQUEST; COMMITTEE APPROVAL; STANDARDS FOR APPROVAL. The procedures and standards for submitting plans and obtaining ARCHITECTURAL COMMITTEE Approval of improvements or alterations and obtaining variances with respect thereto shall be the same as those outlined in 1.A (1), (2), (3), (4), and (5) hereof with respect to new home construction.

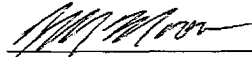
B. GUIDELINES

The guidelines set forth in I.B. hereof shall be observed at all times with regard to alterations and improvements.

C. SITE MAINTENANCE

The provision of I.C. hereof shall be observed in connection with any alteration or improvement.

In Witness Whereof, the undersigned, a majority of the members of the ARCHITECTURAL COMMITTEE, have adopted these ARCHITECTURAL COMMITTEE RULES on this 21st day of FEBRUARY, 2003.



Jeff Moore, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 21st day of FEBRUARY, 2003, by Jeff Moore on behalf of the Architectural Committee.


Notary Public

My Commission Expires

7-7-06

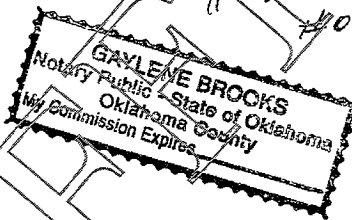


EXHIBIT "A"
DECLARATION OF APPOINTMENT OF THE
ARCHITECTURAL COMMITTEE FOR FOREST GLEN

The Architectural Committee members appointed by the Declarant, Moore & Company, Inc., pursuant to Article IV of the Declaration of Covenants, Conditions and Restriction for FOREST GLEN, a Planned Unit Development in the City of Midwest City, Oklahoma County, Oklahoma, are as follows:

Jeff Moore, Member, Architectural Committee
P.O. Box 10537
Midwest City, OK 73140
(405) 733-8095

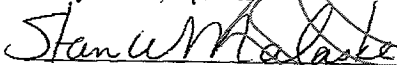
Shelly Moore, Member, Architectural Committee
P.O. Box 10537
Midwest City, OK 73140
(404) 733-8095

Stan Malaske, Member, Architectural Committee
14400 S.E. 29th Street
Choctaw, OK 73020
(405) 733-1169

IN WITNESS WHEREOF, the undersigned, a majority of the members of the Architectural Committee, have adopted the Architectural Committee Rules on this 26th day of FEBRUARY, 2003.


Jeff Moore, Member

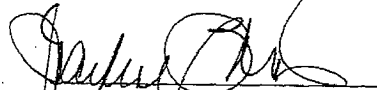

Shelly Moore, Member


Stan Malaske, Member

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 21ST day of FEBRUARY, 2003, by Jeff Moore, Shelly Moore, and Stan Malaske Manager, on behalf of the Architectural Committee.


Notary Public

#02011260

My Commission Expires:

7-7-06