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**DRAFTING NOTES:**

1. Typos/grammar/spelling corrected
2. Check consistent capitalization and use of defined terms.
3. Add additional terms
4. Remove language that should be in bylaws
5. Remove legalese such as "said" and "therefor"
6. Add fine/penalty section for Rules & Regs enforcement
7. Modify numbering to remove letters/inconsistent format

**FOR THE RECORDER**

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**AMENDED & CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWOOD LAKE ESTATES ADDITION, AN ADDITION TO CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLATS THERETO**

WHEREAS, several real property covenants have been filed for the Addition, including numerous amendments thereto, to wit:

Fifth Amended Declaration, Book 2082, Page 846  
First Amendment, Book 2179, Page 232-235  
Second Amendment, Book 2227, Page 517  
Third Amendment, Book 2270, Page 741  
Fourth Amendment, Book 2320 Page 424  
Fifth Amendment, Book 2386, Page 618  
Sixth Amendment, Book 2511, Page 594  
Seventh Amendment, Book 2733, Page 653  
Eighth Amendment, Book 2945, Page 724  
Ninth Amendment, Book 3080, Page 250  
Tenth Amendment, Book 3420, Page 514  
Eleventh Amendment, Book 3485, Page 185  
Twelfth Amendment, Book 3528, Page 47  
Thirteenth Amendment, Book 4111, Page 255  
Fourteenth Amendment, Book 4388, Page 441  
Fifteenth Amendment, Book 4388, Page 447  
Sixteenth Amendment, Book 4612, Page 345-347  
Seventeenth Amendment, Book 5595, Page 584-585  
Eighteenth Amendment, Book 5735, Page 252-254

WHEREAS, for the purpose of efficient administration and ease/communication, the Owners desire to consolidate each set of real property covenants and amendments into one document and filing.

[WHEREAS, Declarants desire to provide for the preservation of the value and amenity in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, lakes, park, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created; and,]

WHEREAS, this Declaration is made effective the date of filing, having been approved by a sufficient percentage of Owners @@[language substantiating voting procedure].

NOW, THEREFORE, Declarants do declare that the real property described in Article II hereof is and shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These Covenants and Restrictions shall run with the title to the real property and shall be binding on all parties having or acquiring any right, title or interest therein, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

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

- A. "Addition" shall mean the real property more particularly described as Northwood Lake Estates Addition, Canadian County, Oklahoma as recorded on the plat thereof.
- B. "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each separate Owner as determined by the Association.
- C. "Association" shall mean and refer to Northwood Lake Estates Homeowners Association, Inc., a non-profit organization which has been incorporated under the laws of the State of Oklahoma.
- D. "Building Setback Line" shall mean the line so designated on the plat where building may begin.
- E. "Common Areas" shall mean all real property, whether improved or unimproved, managed by the Association for the common use and enjoyment of members of the Addition.
- F. "Council" shall mean the Council of the Northwood Lake Estates Homeowners Association.
- G. "Fence" shall mean any structure of any material that functions as a boundary or barrier.
- H. "Floor Area" or "Floor Space" shall be calculated based on frame dimensions in lieu of veneer dimensions. "Frame dimension" means the outside dimension of a structure (outside face of the studs).
- I. "Improved Lot" shall mean any lot which has been altered either above or below ground level for the purpose of building, including well, septic tank, and lateral lines.
- J. "Lot" shall mean any parcel of land, as subdivided and recorded in the recorded plat of said Addition in the records of the County Clerk of Canadian County, State of Oklahoma.

- K. "Member" shall mean any person or entity who is a recorded owner of separately owned lots in the Northwood Lake Estates Homeowners Association. (60 O.S. § 854)
- L. "Multi Family and Apartment House" shall only mean Duplex.
- M. "Off-Road Unlicensed Motor Vehicle" shall mean any three wheeler or four wheeler, motorized all terrain vehicle; moped; off-road motor cycle or any other vehicle primarily designed for off road use.
- N. "Outbuilding" shall mean any building that is separate from the main building.
- O. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.
- P. "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of Canadian County which covers all or any portion of Property.
- Q. "Property" or "Properties" shall mean and refer to that certain real property described in Article TI.
- R. "Property Line" shall mean that line where the surveyors pin the boundary of a lot.
- S. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- T. "Residence" shall mean an improvement constructed for single family occupancy.
- U. "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.
- V. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence.
- W. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the plat of the Addition.
- X. "Unimproved-Lot" shall mean any lot which has not been altered either above or below ground level except for routine surface maintenance such as mowing, rock removal, tree planting, etc.
- Y. "Good Standing" shall be the status of a member who has no past due fees or assessments, no unpaid fines, or no unpaid or unsatisfied judgments in favor of the Association.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

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

All of Northwood Lake Estates Addition, being a subdivision of a part of Sections 5, 6, 7 and 8, Township 13 North, Range 5 West of the I.M. [Reference plats for each section]

Section 1. For the purpose of providing an orderly development of said tract and to provide adequate Restrictive Covenants for the mutual benefit of the owners and their successors in title to the various lots within said Addition, the undersigned owners do hereby impose the following Restrictions and Covenants to which it shall be incumbent upon all persons claiming by, through or under said owners to adhere, to-wit:

Blocks A, B, C and D: Lots 1 and 2, Block 16 and Lots 1, 2, and 3, Block 18, inclusive, shall be for residential lots only, and not for commercial, retail, business lots or for multi-family and/or apartment house residential lots.

## **ARTICLE III**

### **MINIMUM SQUARE FOOT FLOOR AREA PER LOT**

Section 1. All residences within all lots within all blocks, shall have 2,000 square feet of floor area at a minimum. If a residence has more than one floor level, the ground floor shall have 1,000 square feet of floor area at a minimum. In computing the required square footage, the basement, attached porches and garages shall be excluded.

Section 2. In the event that any property within the Addition is ever re-zoned for multi-family dwellings; the same multi-family dwelling shall contain a ground floor area, exclusive of garages, porches and basements which shall not be less than 2,000 square feet. Said dwelling shall contain a maximum of two dwelling units. Each dwelling unit shall contain a minimum of 1,000 square feet of floor area, exclusive of porches, balconies, garages, and basements.

## **ARTICLE IV**

### **BUILDING RESTRICTIONS**

Section 1. Lot Size. All dwellings being built in said addition must be on at least three quarters ( $3/4$  or .75) of an acre.

Section 2. Lateral Lines. All new dwellings being built in said Addition must have a minimum of 750 feet of lateral lines or another type of septic system approved by the Council.

Section 3. No building shall be erected on any residential lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than forty (40) feet to the front property line, nor nearer than twenty-five (25) feet to any side, nor nearer than twenty-five (25) feet to any rear property line.

Section 4. No temporary buildings, Quonset huts, trailers, carports, tents, shacks, barns, pole barns or privies shall be constructed or erected on any lot within said Addition. No garage apartment shall be constructed upon any single-family dwelling lot within said Addition.

Section 5. All residences shall face the street.

- (A) No clotheslines, garbage cans, trash, unused vehicles or other unsightly or objectionable items shall be erected, stored or left in a location visible from the street.
- (B) No storage bins or storage tanks shall be erected between the house and the street.
- (C) With prior Council approval, lake lot owners may erect fences in side or back yards as long as the fence: (1) does not substantially obstruct the view of the lake; (2) does not exceed four (4) feet in height; (3) is constructed of conventional residential fencing materials, as approved by the Council; and (4) does not extend past the property lines. Any variance would have to be approved by the Council. Site screening for beautification purposes shall be allowed with Council approval.

Section 6. All lots shall be used solely for single-family, residential purposes. No business, retail, or commercial use, trade or such activity shall be carried on upon any lot or within any structure on a lot. No noxious, offensive, or illegal trade or activity shall be conducted upon any lot, and no act shall be done or committed thereon that may be an annoyance or nuisance to lots or owners within the Addition. Notwithstanding the foregoing, licensed day cares providing in-home childcare for no more than seven (7) children shall be allowed, provided such use involves no signage, employees or staff at the lot, or nuisance.

Section 7. No lot shall be further subdivided, divided or reduced in size; provided, a portion of a lot may be used in conjunction with an adjacent lot, in that event, only one single-family dwelling shall be constructed thereon; provided further, that lots in Block A may be subdivided but not less than one acre per lot minimum.

Section 8. Continuous footing of poured concrete must meet minimum requirements as provided by the Ordinances of Oklahoma City, Oklahoma.

Section 9. Foundations may be elevated, or slab concrete, provided that all foundations shall be enclosed and placed under all exterior walls of all buildings. No structures shall be erected upon pillars or piers, without the Council's approval.

Section 10. Only one outbuilding, well house or storage house, shall be permitted, one per dwelling, not to exceed six hundred (600) square feet. An owner owning two or more adjacent lots used as one single dwelling may increase his storage building to one thousand five hundred (1500) square feet of floor area. The roof plate line shall not exceed fourteen (14) feet in height. The outbuilding shall have a finished floor. The exterior wall building materials shall be determined by the homeowner, limited to wood, brick, stone, rock, metal vinyl siding and/or any other generally accepted construction material. The exterior walls shall be similar in color to the residence. No outbuilding shall contain plumbing of any sort without written prior approval from the Council, in writing, stating the location of the outbuilding and listing the construction materials. The Council shall have the authority to approve or disapprove the owner's application consistent with the Declaration of Covenants, Conditions and Restrictions for Northwood Lake Estates Addition as amended ("restrictive Covenants"). If the application is not approved, the Council shall state with specificity the reasons for disapproval, including reference to the applicable provisions of the Restrictive Covenants. Upon receipt of written Council approval, the owner may begin construction. Section 10 as amended is applicable to all construction commencing from and after the effective date hereof. Provided that the failure to submit plans for approval to the Council for any outbuilding in existence or under construction as of the effective date hereof shall not constitute a violation of the Restrictive Covenants, if said outbuildings comply otherwise with the

Restrictive Covenants, including this section. All outbuildings shall be finished within 6 months of starting and the plans will be in effect for one year from approval.

Section 11. All lots shall be maintained in a neat and sightly condition by the lot owner. Weeds and brush shall be cut regularly by the owner. Should lots become unsightly, the Council may, after giving a thirty (30) day notice in writing addressed to the last known address of the lot owner, contract to have weeds cut or lot cleaned and bill the owner therefor. Should said bill become more than sixty (60) days in arrears, the Council may revoke the owner's lake privileges and file a lien against the property for the unpaid amount plus interest and related fees.

Section 12. Deleted

Section 13. Construction Period. Upon commencement of excavation for construction on any lot or lots in this Addition, the work must be continuous, weather permitting, until the improvement is completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said improvement is given by the Council.

Section 14. No garage or other building shall be erected or constructed on a single-family dwelling lot prior to the completion of said dwelling.

Section 15. Under no circumstances shall motor homes, mobile homes or trailers be used as a dwelling in said Addition.

Section 16.

- (A) No excavation and/or grading land filling of any lot(s) shall be commenced prior to:
  - (1) written Council approval of an erosion/sediment control plan, and
  - (2) installation of the prescribed erosion/sediment control barriers.
  
- (B) The erosion/sediment control plan shall consist of the name, mailing address of the lot owner; a lot diagram showing where erosion/sediment control barriers will be placed and describe the type of erosion/sediment control barriers to be employed; and shall state a erosion/sediment control barrier maintenance schedule.
  
- (C) If the Council determines that the erosion/sediment control plan and barriers are no longer functioning as intended due to lack of maintenance or insufficient design, then the builder or lot owner may be notified to immediately stop construction at the address provided in the erosion/sediment control plan. No further construction shall proceed until such time as the builder or owner has improved the erosion/sediment control plan and barriers to the satisfaction of the Council, evidenced by its approving vote.
  
- (D) Approved erosion/sediment control barriers are as follows:
  - (1) Straw bale dike - The straw bales shall be placed on any slope contour. Bales are to be placed in a row with the ends thereof tightly abutting. Wooden or steel spikes shall be driven into the straw bales to prevent erosion and water flow under the straw bales.
  - (2) Silt Fence – A silt fence shall be placed on any slope contour to minimize sediment movement. The entire bottom edge of the silt fence will be buried in a trench no shallower than 6 inches to prevent erosion and water flow under the silt fence.
  - (3) Slab Sodding – Four feet of solid slab sodding may be used if the slope of the contour does not exceed 10 degrees.

(4) The erosion/sediment control shall remain in place throughout the construction period until sold or another permanent sediment/erosion type of control is installed and acceptable to the Council.

(E) A gravel entrance shall be used if access to lot(s) is on a downward slope.

(F) When any ditch has an excavation, all exposed dirt will be covered with new sod after work is complete, extending 10 feet from edge of the road towards the center of lot.

Section 17. No new home construction, including groundbreaking or startup construction shall be commenced until a \$1,500.00 non-refundable future road repair fee is paid to the Council.

Section 18. House Plans. The owner and/or builder of any new construction must attend a regularly scheduled Northwood Lake Estates Homeowners Council meeting to submit plans for approval.

## **ARTICLE V**

### **ARCHITECTURE**

Section 1. Plotting. A complete set of plans: plot plan, elevation, floor plan, materials, size, use of structure, location on the lot, perc test, etc., must be submitted to the Council for its written approval in advance of construction on any lot within this Addition. These plans will be kept in the Council's possession. If exterior changes are made subsequent to Council's initial approval, these changes must be submitted to the Council following the procedures set forth for new construction. Perc tests are to be performed by an engineer or agency as approved by the Council. The results must accompany the set of building plans to receive approval for commencement of construction. The Council reserves the right to call for an independent inspection to verify the specifications set forth in plans submitted and approved by the Council. If the owner is found to be non-conforming with these plans, the error must be corrected directly and the cost of the inspection be borne by the owner. In computing the required square footage, the basement, attached porches and garages shall be excluded.

Section 2. One and one-half, two-story and tri-level houses may be constructed in said Addition, provided minimum ground floor requirements as set forth in Article III, Section 1 and Section 2 of these Restrictions and Covenants are met.

Section 3. Building Materials. The principal exterior of any dwelling shall be at least eighty (80%) percent brick, or stone, and twenty (20%) percent may be lap siding or other material which will blend together with the brick and stone. If a residence has two or more stories, the first floor must be one hundred (100%) brick.

Section 4. Construction or erection of any structure shall not commence until such time the owner is granted written approval from the Council as set forth herein.

Section 5. Roofs of all homes constructed in said Addition are to be 300 pounds per square or more of composition shingle similar to, but not limited to Elk Products Prestique I or GAF Timberline Series, or more superior type of roofing.

Section 6. Water wells and septic tanks shall be constructed in strict accordance with the requirements of the current Oklahoma State Department of Health. Any limitations of dates as to plotted areas relating to compliance as contained in Oklahoma State Department of Health regulations shall not be applicable.

Section 7. Driveways shall be culverted with a tin horn of at least 18 inches in diameter in order to properly carry and drain away normal accumulations of surface water. All tin horns shall be kept free and clear of any debris which restricts drainage. However, compliance with this requirement may be excused upon homeowner's [change to owner] proper showing to the Council of an alternate and equal or superior means of driveway drainage. Excuse from said compliance rests in the sole discretion of the Council and shall be evidenced by the Council's written acceptance of said alternate drainage method.

Section 8. All letter of approval granted for new construction, which shall include, but not be limited to, houses, outbuildings, fences, yard art and any miscellaneous structures shall remain in effect for one year from date of said letter. If requested construction has not commenced within the one-year period, a new letter of approval will be required.

## **ARTICLE VI**

### **SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES**

Section 1. No commercial signs or billboards shall be permitted in the Addition except those advertising the sale or rental of such property, provided that said signs shall not exceed four square feet in size when posted. Written approval shall be obtained in advance from the Council.

Section 2. No miscellaneous structures, equipment or yard art shall be permitted in the Addition without the prior written approval of the Council.

## **ARTICLE VII**

### **GENERAL**

Section 1. No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot in front of the building front setback line.

Section 2. Except as provided herein, the keeping or housing of poultry, cattle, horses, swine, fowl, bees or livestock of any kind shall not be permitted on any lot, except that do cats and other household pets may be kept for non-breeding or noncommercial purposes. Provided further, chickens are permitted and shall be completely contained and not allowed to be free roaming. A maximum of 12 hens shall be permitted. No Roosters shall be permitted on any lot. Chicken coops shall be maintained on a regular basis and comply with any Oklahoma City ordinances related to the keeping of chickens. Miniature goats, defined as and limited to capra hircus, whether termed miniature, pygmy, or dwarf, being less than one hundred pounds in weight and less than thirty inches in height at the withers are permitted and shall at all times be completely contained within the lot owner's lot and not allowed to be free roaming. A maximum of 2 miniature goats is allowed per lot having a residential dwelling constructed on such lot and may only be kept for non-breeding, non-commercial purposes. Shelter must be maintained on a regular basis and comply with any Oklahoma City ordinances related to the keeping of goats. The lot shall be maintained in a neat, clean, and orderly manner at all times so as to eliminate animal, feed, and bedding waste and nuisance.

Section 3. Dogs shall be kept leashed or restricted within fencing or cages at all times.

Section 4. No refuse may be thrown or dumped on any vacant lot in this Addition.



Section 5. No fencing in the Addition shall exceed six feet in height and ALL FENCING MUST BE APPROVED BY THE COUNCIL PRIOR TO ITS INSTALLATION. No fences, walls or hedges shall be installed on the front portion of any lot within the Addition, between the front face of the dwelling and the front lot line.

Section 6. All lake shore lot owners shall have control of the lake shore property line, and on the side to the next property line, unless set aside for other purposes in this Covenant. Where a greenbelt area sits between two properties they each shall have control to the center of the greenbelt and on the side to the next property line unless set aside for other purposes in this Covenant. Said lot owners and all others shall not construct any improvement the finished floor elevation of which is below elevation of 1167.50, United States Coast and Geodetic Survey data. Northwood Lake Estates Homeowners Association shall retain a flowage easement along the shoreline of said lake to elevations of 1167.50, United States Coast and Geodetic Survey data.

Section 7. Owners of single-family lots that are not lake shore lots shall be permitted access to the lake only in the immediate area of the boat ramp located at the Southwest end of the dam. Also, the swimming area is designated the North end of Northwood Drive for all Northwood Lake dwelling owners. No boat or motor vehicle of any kind will be allowed in this area.

Section 8. All owners of single-family dwelling lots in the Addition shall receive upon the purchase of the lot, an undivided interest in the (1) earth filled dam; (2) the concrete boat ramp located near the Southwest end of the dam; (3) all parks and recreational areas; (4) all of the lake, and (5) the designated swimming area.

Section 9. Members shall be responsible for the conduct and acts of their guests. All users of the lake and common areas shall be members or guests accompanied by members and all shall conduct themselves in a safe and responsible manner.

Section 10. The Council may appoint security officers to enhance the safety of the Addition, and to assist in the enforcement of rules and regulations. All lot owners will cooperate with such officers and assist in the preservation of all rules of the Addition.

Section 11. The use of all weapons and traps is strictly prohibited in the Addition, unless approved by the Council.

Section 12. No overnight camping at the boat ramp, swimming area, or common area shall be allowed without prior written approval from the Council.

Section 13. No one under the age of 18 shall be allowed on the common areas unless accompanied by a member of Northwood Lake Estates who is 21 years of age or older.

Section 14. No consumption of alcoholic beverages including but not limited to wine and beer shall be allowed within any common area in the Addition.

## **ARTICLE VIII**

### **BOAT DOCK RULES AND REGULATIONS**

Section 1. Boat docks may be installed by lake shore lot owners only. Any lake lot owner desiring to build and install a private dock on Northwood Lake shall comply with the following rules and regulations:

- A. Before constructing any boat docks, individual lake lot owners shall make application and supply construction plans to the Council, in writing, stating the type of dock proposed, location of the dock, and materials of construction. Council shall have the authority to approve or disapprove the owners' applications, and upon approval the owner may begin construction of said dock.
- B. Each dock area shall not be wider than 20 feet along the shore line, and shall not extend into the water more than 20 feet, provided, that if the channel on which said lot has its shore line is less than 100 feet in distance across to the nearest shore line, said dock shall not extend into the water more than 10 feet; provided further, if the channel on which said lot has its shore line is less than 35 feet in distance across to the nearest shore line, said dock shall not extend into the water more than 5 feet.
- C. No styrofoam or other environmentally hazardous materials shall be used in the construction of said dock.

Section 2. Primarily, all docks are to be of open type, with no roofs, tops or covers. However, if a lot owner desires to build a cover of some type, he shall submit plans for said cover or roof to the Council which may grant or refuse permission to the lot owner to build said cover.

Section 3. All docks shall be maintained for safety and sightliness and in the event a dock is not properly maintained the Council may, after giving (30) day notice in writing addressed to the last known address of the lot owner, contract to have the dock repaired or taken down and bill the owner. Should said bill become more than sixty (60) days in arrears, the Council may revoke the owner's lake privileges and file a lien and enforce same against the owner's real property for the unpaid amount plus interest and related fees and/or bring legal action for collection of said amount.

Section 4. All docks shall be constructed so as to prevent the free end thereof from swaying more than one foot in either direction.

Section 5. No raft shall be anchored or placed in the lake.

## **ARTICLE IX**

### **BOATING, WATER SKIING AND SWIMMING**

Section 1. Guests of lot owners are permitted on the common areas only while accompanied by a lot owner. Guests are permitted on or in the lake only while accompanied by a lot owner. Guests are permitted on or in watercraft(s) owned by lot owners only while accompanied by a lot owner, if the watercraft is properly marked with the proper assigned decal/sticker of the accompanying lot owner.

Section 2. Water skiing on Northwood Lake will be permitted in the area west of the dam to Treasure Island except for the swimming area.

Section 3. Two persons shall be in each boat when pulling a water skier, and no more than two skiers shall be pulled by one boat at any one time.

Section 4. No more than two boats towing skiers shall be permitted use of the lake simultaneously. In the event that there are others waiting to ski the vessels presently towing skiers shall be limited to an additional thirty (30) minutes.

Section 5. No water skiing will be permitted before sunrise or after sunset.

Section 6. Members only will be permitted to place boats in the lake. The maximum length of any boat shall be 22 feet.

Section 7. All statutory law, rules, and regulations as set out by Title 63 – Section 4201 et seq...Oklahoma Boating Safety Regulation Act and Oklahoma Administrative Rules, Title 595...Department of Public Safety, Chapter 45...Boating and Water Safety, Section 595:45-1-1 et seq., must be complied with by every owner and operator of a boat on the lake.

Section 8. Any boat requiring repairs will be removed from the lake prior to the repair thereof.

Section 9. Food or beverages may be consumed while boating, but no refuse shall be thrown into the lake. No glass containers will be permitted at the major concrete boat ramp on the lake or in the designated swimming areas. Alcoholic beverages of any kind including but not limited to beer and wine are prohibited in common areas or upon the lake.

Section 10. Each single-family dwelling lot owner is entitled to operate boats on the lake, provided identifying stickers, as approved by the Council, are affixed to each side of the bow of the boat.

Section 11. The engines of all boats shall be muffled and the maximum speed thereof shall be 35 mph in areas designated for waterskiing.

Section 12. "NO WAKE" zones shall be in effect for all lake inlets.

Section 13. Swimming shall not be permitted before sunrise or after sunset.

Section 14. No boats shall be allowed in the area of the lake designated as the swimming area.

## **ARTICLE X VEHICLES**

Section 1. A maximum speed limit of 25 miles per hour on all roads in the Addition will be strictly enforced.

Section 2. No parking shall be permitted on the lake dam at any time.

Section 3. Parking lot facilities must be used by all members and guests who use the ramp.

Section 4. No motorized vehicles shall be permitted off the streets or parking areas in the Addition.

Section 5. Parking. No vehicle used for public transportation, recreation, commercial or any other use shall be parked or stored on any street within the area designated as single-family residences. Vehicles belonging to guests of lot owners may be parked on the street for not more than a total of 24 hours, if said lot owner does not have sufficient off-street parking to accommodate said vehicle. No parking of trailers, boats or vehicles which are not commonly used as everyday transportation will be allowed on vacant lots or common areas, but shall be permitted behind the front face of the owner's dwelling with proper site screening as approved by the Council.

No inoperable vehicle or similar equipment shall be permitted to remain upon any area or lot within the Addition, except within a completely enclosed outbuilding as outlined in Article IV, Section 10.

Section 6. No off-road unlicensed motor vehicle shall be operated in said Addition.

## **ARTICLE XI**

### **FISHING**

Section 1. Fishing is permitted in the lake at all times. Anglers are required to flash a light at night when an oncoming boat is heard.

Section 2. Anglers shall not be permitted to use electricity, or chemicals to stun or kill fish. Trot lines, tree lines, jug lines, or any other form of unattended fishing lines shall not be permitted in the lake at any time. Furthermore, no seining, netting or bow fishing shall be permitted.

Section 3. Only members or guests of members, accompanied by members, shall be permitted to fish.

Section 4. All fishing shall be for recreational purposes and not for commercial use.

Section 5. Fishing shall not be permitted off the dam at any time.

## **ARTICLE XII**

### **NORTHWOOD LAKE ESTATES HOMEOWNERS ASSOCIATION COUNCIL**

Section 1. For the maximum safety, mutual enjoyment, collection of fees and assessments, and equal enforcement of the rules and regulations of the Addition, a governing body, hereinafter known as "Northwood Lake Estates Homeowners Association Council", shall be formed immediately by the Association.

Section 2. The Council shall consist of a Chair, a Vice-Chair, and up to five Council persons and a nonvoting Secretary-Treasurer; all shall be voting and non-paid positions.

- A. Chair: The Chair shall exercise the usual functions of a presiding officer. He or she shall call for meetings to be held and have general supervision over the operations of the Council. He or she shall appoint all committees of the Council whether the same be standing committees of the Council or special committees for any purpose. He or she shall notify all members of the Council of his appointments of committees and shall have authority to remove any member of any committee with approval of the Council.
- B. Vice-Chair: In the absence of the Chair, his or her inability to serve for any reason, all of the duties and powers of Chair shall be vested in the Vice-Chair.
- C. Secretary-Treasurer: The Secretary-Treasurer need not be a member of the Association and shall have no vote on the Council, shall record its minutes, keep its financial records and other books, conduct the correspondence of the Council, and perform such other duties as the Council directs.

The Secretary-Treasurer shall receive \$10/per hour up to 40 documented hours per month. The Secretary-Treasurer shall not work in excess of forty (40) hours per month without approval from the Council to authorize additional hours. He or she shall make a monthly report to the Council of the financial condition of Northwood Lake Estates Homeowners Association and shall make a financial report to the Council and all lot owners present at each annual meeting of the Council and lot owners. The Secretary-Treasurer shall be bonded if so required by the Council. The Secretary-Treasurer position and salary will be reviewed on an annual basis by the Council and the homeowners present at the general meeting. Any increases in salary must be voted on and approved at a general meeting. Further, the Secretary-Treasurer shall be allowed to employ the assistance as such other professionals, or such other person, as required upon approval of the Council.

- C-1. Secretary: The Secretary shall maintain and preserve the books and records of the Council and Association, record minutes of all meetings, issue all necessary correspondence, and perform such other duties as the Council directs.
- C-2. Treasurer: The Treasurer shall maintain and preserve all financial books and records of the Association, issue payment for all approved Association obligations, oversee the deposit and collection of all Association revenue, make a monthly report to the Council of the financial condition of the Association, make a financial report to the Council and lot owners present at each annual meeting and special meeting of the Council and lot owners, and be bonded if so required by the Council.
- C-3. The Council shall be allowed to engage the assistance of such professionals or such other persons as need by a Secretary and/or Treasurer with their duties.
- D. Council Members: Northwood Lake Estates Homeowners Association Council shall retain the current Council membership and existing replacement schedule upon adoption of these Covenants.
- E. Members of the Council shall be residents of Northwood Lake Estates and elected to serve three year terms based on the existing staggered schedule. Annual meetings for the purpose of holding elections shall be held each year during the month of June.
- F. All members of the Council shall be elected by a majority vote, at the annual meeting of those present authorized to vote in person or by proxy. The duly-elected members shall elect a Chair, Vice-Chair and Secretary-Treasurer.
- G. All lot owners shall be notified in writing at their last known address as shown by the records of the Council of the date and time of annual meetings. Such notice shall include an agenda of the meeting with items requiring a vote of the members noted specifically. Voting at the said meeting shall be limited to only those items noted on the agenda requiring a vote of the membership. This provision may not

and shall not be waived by members present at the said meeting or by any member of the Council present at the said meeting.

- H. In addition to such notice to lot owners in writing, a notice of such annual meetings shall be placed in an appropriate local publication. Notice of such annual meetings shall be made no less than ten (10) days or more than thirty (30) days prior to the meeting.
- I. The Council shall conduct a regular business meeting at 7:00 o'clock p.m. on the second Tuesday of each month.
- J. All Council meetings shall be open to all lot owners.
- K. Special or emergency meetings may be called by the Chair, by a majority of the Council or by ten members. It shall be necessary to state the purpose for which such special meetings are called in the notice given therefor. Such notice of special and emergency meetings may be by telephone, in writing, or by posting a written notice in two conspicuous public places within the Addition. No vote of any kind shall be taken at any meeting without a quorum of the Council being present. A quorum of the Council shall be defined as a majority of the Council.
- L. Proxy voting shall be allowed at all meetings. Only members in good standing [capitalize] shall be eligible to bear and vote proxies for another member. Proxies shall be signed by a member in good standing [capitalize], designating the member authorized to vote for said issuing-member. All proxy votes shall be delivered to the Secretary, or other officer presiding over the meeting, prior to the commencement of said meeting. The Secretary, or other officer presiding over the said meeting, shall certify that both the member issuing the proxy vote and the proxy-bearing member are members in good standing [capitalize]. In the event that either the said issuing member or the proxy-bearing member is determined to not be in good standing, the proxy vote shall not be valid for any purposes. Further, a proxy may be rescinded by the issuing member at any time by the said issuing member signing a dated statement withdrawing the proxy of said issuing member. Said statement of withdrawal shall be delivered to the Secretary, or other office (sic) presiding over the said meeting.
- M. All checks issued by the Council shall be signed by any two authorized Council members. Any expenditures exceeding \$2,500.00 or any dam and/or road repair exceeding \$20,000.00, shall be approved by a simple majority vote at a duly called Special meeting.
- N. Council members shall, as a condition of their acceptance of office, agree to uphold and enforce all the rules, regulations, restrictions and provisions of the Restrictive Covenants of Northwood Lake Estates Addition.
- O. In all matters coming before the Council that may represent a conflict of interest to any member, such member shall disqualify himself or herself and abstain from voting on said matters.

- P. The Council shall be the principal representative and authority for lot owners in this Addition. The Council shall consider all complaints or violations of the Covenants and rules and regulations of Northwood Lake Estates Addition, and shall proceed against violators at law or in such manner as is appropriate for the violation.
  
- Q. The Restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and its parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said Restrictions as to the use of said lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their ownership of title to said land, and the owner or owners of any lot in the Addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the Restrictions herein set forth addition to legal action for damages.
  
- R. Nothing in these Covenants and Restrictions or Rules and Regulations shall prevent any lot owner from prosecuting and action at law or in equity against the violators of these Covenants, either to prevent or abate such violations as to recover damages therefor, or both.

Section 3. If any Council member misses two consecutive Council meetings after having been properly notified of same, and if such absence was not due to illness or emergencies preventing his attendance, the Council may remove, by majority vote, said member from the Council. The Council by majority vote shall appoint temporary members or non-voting member positions to fill any vacancy occurring in their body to serve until the next regularly scheduled election of members or non-voting member position at which time the lot owners shall elect a member to fill said vacancy.

Section 4. Indemnity of the Council. Subject to Oklahoma Law, the Association shall indemnify every volunteer, employee, officer, director, and committee Member, including all standing committee Members of Declarant and Association against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Association Council) to which he or she may be a party by reason of being or having been an officer, Council Member, employee, volunteer or committee Member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section. The Indemnified Parties shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, gross negligence or bad faith. The Indemnified Parties shall have no Personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such Indemnified Parties may also be Member of the Association). The Association shall indemnify and forever hold each such Indemnified Party harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former Indemnified Party may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officer's and Council Members' liability insurance to fund this obligation, if such insurance is reasonably available.

## ARTICLE XIII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Responsibility to Pay Assessment(s). Each and every Lot Owner within the Addition by acceptance of a deed therefor, is deemed to covenant and agree to pay an Annual General Assessment, Annual Road Maintenance Assessment and Special Assessments for maintenance to be fixed and collected from time to time as hereinafter provided. "Annual General Assessment" shall mean and refer to Assessments levied to fund general expenses of the Association. "Annual Road Maintenance Assessment" shall mean and refer to Assessments levied to fund maintenance of the Streets within the Addition. "Special Assessment" shall mean and refer to Assessments levied in accordance with Article XIII, Section 5, for unexpected or emergency expenses. All Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the Lot against which each such Assessment is made from the date that notice of such lien is filed of record by the Council against any Owner. Each such Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment was payable. The personal obligation shall not be an obligation of his successors in title unless expressly assumed by them. However, notwithstanding any provision contained herein; should the United States of America or the State of Oklahoma, or any political subdivision thereof (hereinafter referred to as "Governmental Entity") acquire any Lot herein by means of condemnation (or inverse condemnation) said Governmental Entity shall be excused from compliance with this Section 1 of Article XIII; and further, said Governmental Entity shall not be entitled to exercise any of the rights, duties or privileges contained within this Declaration.

Section 2. Purpose of Assessment. The Assessment(s) levied by Northwood Lake Estates Homeowners Association shall be used for the purpose of promoting the health, safety and welfare of the Addition.

Section 3. Amount of Assessment. Annual General Assessments on Lots are hereby set at \$90.00 per year, commencing July 1, 1999. Annual General Assessments shall be paid annually in advance. Such Assessments shall be due on July 1 of each year for the succeeding year. Annual Road Maintenance Assessment(s) are hereby set at \$180.00 per landowner per year commencing February 1, 2016. Annual Road Maintenance Assessments shall be paid annually in advance, and shall be due on February 1 of each year for the succeeding year.

Section 4. Delinquent Assessments. Assessments shall be considered delinquent if not paid within sixty (60) days from the due date hereof. If the Assessment is not paid when due, the same shall bear interest from and after the due date at the rate of 0.833% per month (10% per annum). A late fee of \$25.00 shall also be assessed against delinquent Assessments. The Council or its representative, which may include a legal representative or collection agency, may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the Lot as set forth above. Interest, costs and reasonable attorney fees of such action shall be added to the amount of such Assessment. The amount of Annual General Assessments and Annual Road Maintenance Assessments may be adjusted by a majority of votes cast at any annual meeting of lot Owners, provided, that notice of said meeting must contain a proxy form and language to advise the Owners that the amount of the Assessment will be considered.

Section 5. Special Assessments. Special Assessments may be made against Lot Owners with the approval of a simple majority vote by all eligible Members present and in Good Standing, or by proxy, at any special, emergency or called annual or semi-annual meeting. For Special Assessments, an individual owning multiple Lots will be assessed the same as an individual owning one lot, except the owner of multiple residences shall pay for each residence. Special Assessments shall only be used for unexpected or emergency expenditures. A



Special Assessment shall not be used as a means to augment the General Annual Assessment or the Annual Road Maintenance Assessment.

Section 6. Suspension of Voting and Usage Rights. The Council may suspend, for such period of delinquency, the voting rights and/or the right to use the lake and Common Areas of any Member who fails to pay their Assessment, either General, Road Maintenance or Special, as provided in this Article XIII, or for any Member who is in violation of the Governing Documents. "Governing Documents" shall mean and refer to the Fifth Amended Declaration of Covenants, Conditions, and Restrictions for Northwood Lake Estates Addition (the "Declaration"), the Bylaws of the Association (the "Bylaws"), and the Articles of Incorporation of the Association (the "Articles"), as they may be amended.

## **ARTICLE XIV**

### **CHANGE OF OWNERSHIP**

Section 1. Any person becoming an owner, or changing his address, shall within thirty (30) days next following the recording of a deed reflecting such person as an owner, give written notice to the Council that such person has become an owner. All voting rights, and privileges will be suspended until such time written notification is received by the Secretary-Treasurer of the Council.

## **ARTICLE X[V]**

### **VOTING RIGHTS OF LOT OWNERS**

Section 1. Voting rights for all matters pertaining to these Covenants, the Homeowners Association and related matters thereto, except for voting rights pertaining to amending, modifying or terminating said Covenants, shall be determined as follows:

- A. Each unimproved lot shall be entitled to 1 vote.
- B. Each improved lot shall be entitled to 1 vote.
- C. Said voting right shall be determined regardless of whether or not an individual owner owns more than one lot. Therefore, an individual owner may be entitled to more than one vote, depending upon the number of lots owned.
- D. Provided, that to participate in voting for any of the purposes herein identified, the lot must be current and paid-up on assessments, including voting by proxy.
- E. Deleted
- F. For the purpose of voting to modify, change or terminate these Covenants, as hereinafter set forth, voting shall be determined based upon each individual owner having one vote, regardless of the number of lots owned. Therefore, if an individual owner owns more than one lot, that individual owner will still be entitled to only one vote. Provided, that if a lot is owned by more than one owner, then said vote shall be divided among the owners of said lot (for example: if a lot is owned by two (2) owners, each owner shall each be entitled to ½ of 1 vote).

Provided further, that to participate in voting to amend, modify, change or terminate these Covenants, the lot must be current and paid-up on assessments and fines.

Section 2. Passage of all matters brought before the members at the annual, special or emergency meeting shall be by a simple majority of votes cast of those present, in person or by proxy, and eligible to vote.

Section 3.

11. After an amendment to the covenants is recorded, another proposed amendment to the same Article, section or sub section shall not be made for a period of one (1) year following the recording of said amendment.

## **ARTICLE XVI**

### **DURATION**

These Covenants shall be modifiable, in whole or in part, by a simple majority of votes cast of eligible members present in person or by proxy at a duly called special or general meeting, for a term of ten years from and after July 1, 1997. These Covenants shall be binding on all lot owners of Northwood Lake Estates and upon their successors for said ten (10) year period, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, that if prior to July 1, 2007, or within thirty (30) days thereafter, a written instrument signed by a majority of the then owners of lots within the Addition, determined as set forth above, is recorded with the County Clerk of Canadian County, Oklahoma, said Covenants may be amended in accordance with said instrument; provided that the effective date of such amendment or modification shall be July 1, 1997. Provided further, that in no event shall the assessment ratio (10:1) for improved lots to unimproved lots be changed or modified at any time hereafter.

## **ARTICLE XVII**

### **SEVERABILITY**

Every condition or restriction of these Covenants is intended to be severable. The invalidity or unenforceability of any particular condition or restriction of these Covenants shall not affect the other conditions or restrictions hereof and these Covenants shall be construed in all respects as if such invalid or unenforceable condition or restriction were omitted.