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BOOK 5038

JUL 28 2 01 PM '88

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED

ATTEMPTED TO
JERRY DIEDER
L.A. COUNTY CLERK

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, FINANCIAL I & A, INC., did on the 15th day of September, 1982, execute an instrument styled "Declaration of Covenants, Conditions and Restrictions for Faircloud" (being an addition to Edmond, Oklahoma), which said Declaration was filed for record in the office of the County Clerk of Oklahoma County, Oklahoma, on October 15, 1982, and duly recorded in Book 4924 at Page 1591-, which said Declaration covered the following described property located in the City of Edmond, Oklahoma County, Oklahoma, to-wit:

"The Northwest Quarter of the Southeast Quarter, (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), all in Section Nineteen (19), Township Fourteen (14) North, Range Two (2) West of the I.M., Oklahoma County, State of Oklahoma

AND

Part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Nineteen (19), Township Fourteen (14) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING: At the NW corner of the SW $\frac{1}{4}$, SE $\frac{1}{4}$, of said Section 19,
THENCE: S 00 18'59" E a distance of 500.00',
THENCE: N 89 41'01" E a distance of 280.00',
THENCE: N 63 38'55" E a distance of 272.88',
THENCE: N 73 13'20" E a distance of 349.90',
THENCE: S 34 28'34" E a distance of 181.96' to a point of curve,
THENCE: Southeasterly on a curve to the left having a radius of 270.00' for a distance of 232.98',
THENCE: N 17 47'04" E a distance of 517.41',
THENCE: N 00 19'22" W a distance of 52.02' to the Northeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 19,
THENCE: S 89 52'50" W along the North line of said SW $\frac{1}{4}$, SE $\frac{1}{4}$, a distance of 1317.00' more or less to the POINT OR PLACE OF BEGINNING.";

WHEN RECORDED MAIL TO

NAME

F. ...

AND, WHEREAS, in ARTICLE IX, Section 2, said Declaration provided as follows:

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

Lots 1 to 6, both inclusive, Block 1,
one or two story - 2500 square feet minimum;

Lots 7 to 14, both inclusive, Block 1,
one story - 2500 square feet minimum;

Lots 1 to 7, both inclusive, Block 2,
Lots 1 to 13, both inclusive, Block 3, and
Lots 1 to 12, both inclusive, Block 4,
one or two story - 2500 square feet minimum.

In computing the required square footage, the basement, attached porches and garages shall be excluded.";

AND, WHEREAS, that part of said Section 2 above which reads "Lots 7 to 14, both inclusive, Block 1, one story - 2500 square feet minimum" was inserted as the result of a clerical and typographical error, it having been the real intent of the undersigned, Financial I & A, Inc., a corporation, that the provisions for the height and minimum floor space of all residences constructed on any lots in Blocks 1 through 4, inclusive, in Faircloud, an addition to Edmond, Oklahoma, provide for "one or two story - 2500 square feet minimum";

AND, WHEREAS, the undersigned, Financial I & A, Inc., a corporation, the original Declarant, is still the record owner of all of Lots 7 to 14, both inclusive, in Block 1 in Faircloud, an addition to Edmond, Oklahoma;

NOW, THEREFORE, the undersigned does hereby amend ARTICLE IX, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Faircloud, an addition to Edmond, Oklahoma, to read as originally and at all times intended, as follows:

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

Lots 1 to 6, both inclusive, Block 1,
one or two story - 2500 square feet minimum;

Lots 7 to 14, both inclusive, Block 1,
one or two story - 2500 square feet minimum;

Lots 1 to 7, both inclusive, Block 2,
Lots 1 to 13, both inclusive, Block 3, and

Lots 1 to 12, both inclusive, Block 4,
one or two story - 2500 square feet minimum.

In computing the required square footage, the basement,
attached porches and garages shall be excluded."

Other than for this change and amendment, all Covenants, Con-
ditions and Restrictions for Faircloud, an addition to Edmond, Oklahoma, as
recorded in Book 4924 at Page 1591 of the records of Oklahoma County,
Oklahoma, shall remain in full force and effect.

DATED this 22nd day of July, 1983.

FINANCIAL I & A, INC., an Oklahoma
Corporation

By *John Creamer*
John Creamer, President

ATTEST

Donald Hinkle
Donald Hinkle, Secretary

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said County
and State, on this 22nd day of July, 1983, personally appeared JOHN
CREAMER, President of Financial I & A, Inc., an Oklahoma Corporation, to
me known to be the identical person who subscribed the name of the maker
thereof to the foregoing instrument as its President, and acknowledged to
me that he executed the same as his free and voluntary act and deed as
the free and voluntary act and deed of such officer, for the uses and
purposes therein set forth.

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

Mary G. Dennis
Notary Public Mary G. Dennis

BOOK 5380 PLAT 1083

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD

DOC NUMBER 00115425
TIME 12:10 PM
MISC FEE 42.00
DATE OCT. 7 1985

THIS Amendment to Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS, additions to the City of Edmond, Oklahoma County, is made this 30th day of September, 1985.

TERRY BELCODY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

W I T N E S S E T H :

WHEREAS, the plat and dedication of FAIRCLOUD, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded October 10, 1982 in Book 49 of Plats at Page 6, and the plat and dedication of FAIRCLOUD II, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded September 26, 1983, in Book 50 of Plats at Page 9, and the plat and dedication of FAIRCLOUD III, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded July 26, 1984 in Book 52 of Plats at Page 96, and the plat and dedication of FAIRCLOUD HILLS, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded July 5, 1984 in Book 51 of Plats at Page 9; and

WHEREAS, certain Declaration of Covenants, Conditions and Restrictions, and their Amendments, covering and affecting FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS were filed for record in the office of the County Clerk of Oklahoma County, Oklahoma in Book 4924 at Page 1591, Book 5038 at Page 1946, Book 5066 at Page 1572, Book 5081 at Page 1015, Book 5196 at Page 230, Book 5205 at Page 1235, and Book 5202 at Page 1313 and Page 1314, respectively; and

WHEREAS, the undersigned are the owners of ninety percent (90%) or more of the lots or property in said additions and pursuant to Article XIX found at page 16 of the original Declaration, the owners desire to file this Amendment to the Declaration.

NOW, THEREFORE, the undersigned owners do hereby amend the Declaration of Covenants, Conditions and Restrictions of FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS, in the following manner:

I.

1. Article VI of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4924 at Page 1591 is hereby amended to read as follows:

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

Section 1. Voting Classes

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of DECLARANT. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot.

Class 3. Class B Member(s) shall be the DECLARANT. The Class B Member(s) shall be entitled to three

membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) On January 1, 1999;
- (c) Or earlier if in its discretion the DECLARANT so determines.

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

2. Article IX, Section 5 of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4924 at Page 1591, is hereby amended to read as follows:

"Section 5². Fencing. All fencing of the following types must be approved by the Declarant in advance of its installation:

- (a) Common Area fence;
- (b) Association fence;
- (c) Any other fence which will extend beyond the front of any building structure;
- (d) Adjoining fence;
- (e) Fences which may extend beyond the property building lines.

All adjoining fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. All Common Area fences, if the only fence present at that location, shall be maintained by the owner of the abutting Lot. These restrictions may be waived, in whole or in part, by the DECLARANT.

All fencing which adjoins the Common Area shall be of a type as to not restrict sight and shall be constructed of the following material: wrought iron, split-rail or split-rail with inside wire mesh. Except that sight-proof fencing may be used around swimming pools and work service areas for privacy, provided that such fencing is at least twenty-five feet (25') from the rear of the lot line. Approval must be obtained from the DECLARANT for the installation of all private fencing."

3. Article IX of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4942 at Page 1591, is hereby amended by adding to said Article IX, Section 7 as follows:

"Section 7. Landscaping. Landscaping shall be required on all sites with completion of other improvements and shall conform to a landscape plan approved by the DECLARANT.

Factors to be considered may include but shall not be limited to the following criteria:

- (2) Planting beds to represent approximately twenty percent (20%) of the ground footage of home.
- (b) Preserve existing trees to the extent practical.
- (c) Provide at least two (2) trees of two inch (2") caliber (either existing or to be planted) in the area between the building line and the street right-of-way.
- (d) Permit reasonable access to utility lines and easements for installation and repair.
- (e) Lawn sodding, seeding or hydromulching to be required in front yards and encouraged for remainder of property."

4. Article XV of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4942 at Page 1591 hereby amended to read as follows:

ARTICLE XV

GENERAL

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

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

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

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

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

No house or outbuilding shall be moved to any Lot from another locality, without the prior consent of the DECLARANT. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior consent of the DECLARANT. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

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

Each Owner of any Lot which abuts a Common Area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the mowing of the Common Area by tractor or other similar mowing machine.

No swimming pool drainage systems will drain onto the Common Areas.

No outdoor clothes lines are permitted

No basketball goals or courts may be placed or constructed on the front of any house, garage or in front of any house.

Accessory structures including, but not limited to, exterior antennazs, radio or television transmission or reception towers or disks, satellite reception antennas and the like shall not be constructed, placed or maintained in the front yard or side yard or on any part of a dwelling unit or garage in the Subdivision. Any such accessory structure shall also be in accordance with the ordinances and regulations of the City of Edmond. On lots which adjoin the Common Area, approval as to the location of accessory structures shall be in writing from the DECLARANT.

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

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

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

II.

The undersigned owners hereby file and adopt the terms, conditions and provisions as set out and contained herein as Amendments to the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS filed in Book 4924 at Page 1591, Book 5038 at Page 1946, Book 5066 at Page 1572, Book 5081 at Page 1015, Book 5196 at Page 230, Book 5205 at Page 1235 and Book 5202 at Page 1313 and Page 1314, all in the public records of Oklahoma County, Oklahoma.

III. . .

That except for the above set out and contain?!! Amendments, all other terms, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 30th day of September, 1985.

OWNERS AND ADDRESSES

LEGAL DESCRIPTION

FINANCIAL I & A, INC.

By: [Signature]
President

ATTEST
[Signature]
Secretary



Lot 7, Block 1
FAIRCLOUD
Lot 13, Block 7
FAIRCLOUD
Lots ~~12-13~~,
Block 3, FAIRCLOUD
Lot 5, Block
FAIRCLOUD
Lot 9, Block 4
FAIRCLOUD
Lot 12, Block 4
FAIRCLOUD
Lot 14, Block 3
FAIRCLOUD II
Lot 16, Block 3
FAIRCLOUD II
Lots 13-16, Block
4, FAIRCLOUD II
Lots 21-25, Block
4, FAIRCLOUD II
Lot 1, Block 5
FAIRCLOUD II
Lots 3-5, Block 5,
FAIRCLOUD II
Lots 1 & 2, Block
6, FAIRCLOUD II
Lots 4 & 5, Block
6, FAIRCLOUD II
Lots 7-10, Block 6,
FAIRCLOUD II
Lot 12, Block 6
FAIRCLOUD II
Lots 8 & 9, Block
2, FAIRCLOUD III
Lots 1-16, Block 7,
FAIRCLOUD III
Lot 1, Block 8
FAIRCLOUD III
Lot 3, Block 8
FAIRCLOUD III
Lots 5-13, Block 8
FAIRCLOUD III
Lots 1-3, Block 9
FAIRCLOUD III
Lots 1-8, Block 10
FAIRCLOUD III
Lots 1-13, Block 1 -
FAIRCLOUD HILLS
Lots 1-16, Block 3
FAIRCLOUD HILLS
Lots 1 & 2, Block 4
FAIRCLOUD HILLS
Lots 1 & 2, Block 5
FAIRCLOUD HILLS
Lots 4-6, Block 5
FAIRCLOUD HILLS
Lot 9, Block 5
FAIRCLOUD MILLS
Lots 11 & 12, Block
5, FAIRCLOUD BELLS
Lots 14 & 15, Block
5, FAIRCLOUD HILLS

Lot 1, Block 2
FAIRCLOUD HILLS

