

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR MACOMB ESTATES II HOMEOWNERS ASSOCIATION**

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by the undersigned for the purpose of providing an orderly development of the hereinafter described property and for the purpose of providing adequate restrictive covenants and bylaws for the benefit of the Declarant and its successors in title to the property.

The property which is the subject of the Declaration (the "Property") is described more particularly within **Exhibit "A"** attached hereto. The Declarant is the sole owner of the Property. The Declarant desires to subject the Property, and the Lots located therein that are separately identified and described within **Exhibit "A"** attached hereto (the "Lots"), to this Declaration.

The covenants, conditions and restrictions set forth herein shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions and restrictions on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

1. No Lot shall have more than one (1) residence, home, living quarters, etc. No Lot shall be subdivided into more than one building plot.
2. The minimum square footage for all residential dwellings on a Lot shall be 800 square feet. No Structure shall be located on any Lot nearer than fifty feet (50') from the center line of the road.
3. Mobile Homes are allowed as long as they have skirting, front porch, and must 15 years old or newer when installed.
4. One guest house provided; no cooking facilities are provided at this house.
5. Non-Residential structures are permitted (shops, barns, metal buildings, greenhouses); however, the maximum square footage shall not exceed 10,000 square feet total for all structures combined.
6. No commercial signage, other than real estate signs, may be displayed at any point on personal Lots or land.
7. Swimming pools are allowed so long as they are behind residential dwellings and surrounded by a fence.
8. Livestock will be restricted to one livestock animal per one acre within a Lot. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, kids, hogs, and pigs.
9. Fowl will be restricted to seven (7) fowl per acre owned.
10. Each owner of a Lot shall keep their Lot clean and free at all times from all litter, debris, junk, trash or unsightliness. Any articles considered to be unsightly or junky shall be kept within an out-building or placed on the back 60' of the property line. "Unsightly" is to be determined by a simple majority of all landowners whose property is within 1,500' of subject property.
11. Each Lot owner shall pay road maintenance assessments of \$200.00 per year. Owners of Lots 1&20 are exempt from paying the road maintenance. In addition, each Lot and such Lot owner is and shall be subject to the certain BY-LAWS OF **MACOMB ESTATES II HOMEOWNERS ASSOCIATION** following or thereafter amended, as applicable, with respect to the **MACOMB ESTATES II HOMEOWNERS ASSOCIATION** Declaration of Covenants, Conditions and Restriction's.

12. Irrespective of any specified form of notice contained within this Declaration, the Bylaws, or rules, the Association may provide written notice by means of an electronic transmission, provided that the electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Lot Owner, Member, proxy holder, or other person to whom it is directed.
13. Amendment. This Declaration may be amended by Declarant at any time for any purpose in the sole discretion of the Declarant for so long as Declarant holds title to any property subject to this Declaration. Thereafter, this Declaration may be amended by the owners holding title to a majority of the Lots, voting in person or by written proxy at a meeting duly called and held for that purpose, and any such amendment shall become effective upon the filing, with the office of the County Clerk of Pottawatomie County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the President of the Association, as the act and deed of the Association, and attested by the Secretary thereof.
14. Enforcement. The Association, or any Tract owner, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and/or the Bylaws. Failure by the Board or any Tract owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action relating to the Declaration and/or Bylaws, the prevailing party shall be entitled to an award of their attorney's fees and costs.
15. In addition, each Lot and such Lot's owner is and shall be subject to the BY-LAWS OF Macomb Estates II Homeowners Association following or thereafter amended, as applicable, with respect to the Macomb Estates II Declaration of Covenants, Conditions and Restrictions.

#### **PURPOSES AND BY-LAWS OF THE ASSOCIATION**

The purposes for which the MACOMB ESTATES II Homeowners Association (the Association), whether incorporated or otherwise, is hereby created and formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors/Trustees of the Association.

1. Regular meetings. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The date of the first meeting will be determined by the Declarant.
  - (a) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting.
  - (b) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.
  - (c) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid, at least 10 days prior to the time for holding such meeting.
  - (d) Place of meeting. All meetings shall be held in Pottawatomie County, Oklahoma, preferably within the addition.

2. Number. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees of three members. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

(a) Election. The trustees or directors shall be elected annually at the regular annual meeting of the members from the membership of the Association, commencing the same year the Declarant appoints the initial Board of Directors from the membership of the Association. The initial directors, upon the commencement of the Association, shall be appointed by the Declarant. The individuals who own interests in the Declarant shall be eligible for this office.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any Lot or agreement with the Association, or who as an owner of property and/or a residence breaches becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Pottawatomie County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived.

(g) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association Act.

(h) Compensation. Each member of the board of directors shall receive no compensation but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of 10 of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage and improve the Drainage Channels as well as the common Private Roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable, therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the Drainage Channels and the common Private Roadways within said addition.

(d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

5. The officers of the Association shall be a president, vice president, secretary and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

6. The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board

(a) shall sign, as president on behalf of the Association, all Lots and instruments which have been first approved by the Board of Directors/Trustees.

(b) shall sign, as president on behalf of the Association, all Lots and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

7. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

(a) To keep record of the proceedings of the meeting of the board of directors and of the members.

(b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, Lots, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

(d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitute a lien, and all payments thereof or made thereon.

- (e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements and balance on hand.
- (f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.
- (g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.
- (h) To mail all notices of meeting as required by the by-laws.

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed by Seth Koenig its Manager, at Del City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURFACE LAND INVESTMENTS, LLC**  
**P.O. BOX 15329**  
**DEL CITY, OK 73155**

By: \_\_\_\_\_  
 Its: Seth Koenig, Manager

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF OKLAHOMA    )  
   )  
 OKLAHOMA COUNTY    )        SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared \_\_\_\_\_, as manager of SURFACE LAND INVESTMENTS, LLC to me known to be the identical person who executed the within and foregoing Declaration, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the Declarant for the uses and purposes therein set forth.

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

My Commission expires:  
 My Commission number is:

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

**EXHIBIT "A"**  
**ALL LOTS, BLOCKS, AND COMMON AREA WITHIN THE MACOMB ESTATES II,**  
**AN ADDITION TO POTTAWATOMIE COUNTY, STATE OF OKLAHOMA,**  
**ACCORDING TO THE RECORDED PLAT THERETO**

