



*Re-Amended*

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE West End Estates

*WVA 151527  
21-11-6838*

*Book 5917 Pg 299*

A SUBDIVISION IN THE NORTHWEST QUARTER, SECTION 14, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN AN UNINCORPORATED ARE OF, GRADY COUNTRY, OKLAHOMA

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or Tracts constituting the Subdivision and for the purpose of extending to the Owners therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, preservation of esthetic values, amenities and property values, Declarant hereby declares that all of the Subdivision and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions, reservations, restrictions, liens and charges which shall constitute covenants running with the land and shall be binding upon the Subdivision and all parties having any right, title or interest in the Subdivision or any part thereof.

The West End Estates HOA will become active January 1, 2022 and will be managed by the Declarants until at least 75% of the homes have been built and sold.

## YOU ARE BUYING A HOUSE INSIDE OF A NEIGHBORHOOD THAT HAS AN HOA.

### Article I Definitions

- 1.1 **Declarant:** Shall mean the owner or contractor of the subdivision.
- 1.2 **Dwelling:** Shall mean any portion of a building situated upon the lot designed and intended for use and occupancy as a residence by a single family.
- 1.3 **Owner:** Shall mean the record owner, whether one or more persons of the simple title to any lot, including contract sellers.
- 1.4 **Permanent Outbuilding:** A building which is built/constructed on site of the residence property in the West End Estates and must have a cement foundation.
- 1.5 **Non-Permanent Outbuilding:** A structure designed, planned, and constructed to remain in one location. A structure that is not built on a slab and onsite of the said lot within the West End Estates.
- 1.6 **Good Repair:** No rust, chipped paint, broken windows or doors, or missing roofing material.



*refile*

- 1.7 **Declaration:** Shall mean and refer to the Declaration of the Covenants, Conditions, and Restrictions applicable to the property and recorded among the land records of Grady County, Oklahoma and additions, amendments, or modifications thereto.

**Article II  
DUES/MAILBOXES**

- 2.1 **DUES:** Dues are \$200.00 per year and are due by March 31<sup>st</sup> each year. Checks are to be mailed to the West End Estates PO BOX 1234, Blanchard, OK 73010.
- 2.2 **MAILBOXES:** There is a one-time fee of \$200.00 per house/ lot to pay for the purchase of a 'Cluster Mailbox'. This fee will apply to every house/lot and is due at closing.

**Article III  
OBLIGATION OF OWNERS**

3.1 **In General:** Each Owner shall provide reasonable cooperation with the Declarant and all other Owners for the accomplishment of the purposes for which the Subdivision was built and shall comply strictly with all provisions of this Declaration.

3.2 **Specific Duties:** Each Owner, at such Owner's sole cost and expense, shall promptly and continuously maintain, repair, replace and restore such Owner's Lot (including the yard and landscaping), the residence and other improvements located thereon, in a good, clean, neat, attractive, safe, and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Declaration.

**Article IV  
General Restrictions**

- 4.1 **Land Classification:** All lots within the existing property are hereby classified as Single-Family lots, i.e., each lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof. No gainful occupation, profession, business, trade, or other non-residential activity shall be conducted on any lot or in any residence or detached structure located thereon. In the event a buyer of any given lot purchases 2 or more adjoining lots, the said lots will be considered as one lot and will have the same covenants

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and restrictions as all other lots. With the exception to the dues, which will be multiplied by the number of lots purchased.

4.2 **Signs and Billboards:** No signs or billboards, excluding flags, will be permitted upon any lot. Except signs advertising a house is for sale and cannot be more than five (5) square foot. This restriction shall not apply to the Declarant, nor restrict the Declarant to construct entrance gateways and permanent signs identifying the development.

4.3 **Animals and Animal Shelters/Houses:** No animals, fish, or reptiles, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any lot, and then only if kept solely as household pets and not kept, bred, or raised for commercial purposes. No pet can make an unreasonable amount of noise or otherwise become a nuisance. Upon the request of any other homeowner, the HOA Executive Board shall determine, whether any animal, fish or reptile shall be considered a house or yard pet, or a nuisance, or whether the number of pets on any lot is unreasonable.

**Shelters/Houses:** Approved exterior materials are wood and masonry. Chicken wire can be used on small portions of a chicken coop. All shelters/homes must blend and harmonize with the residence and must be maintained in good repair. Shelters/homes cannot exceed 30 sq ft. All animal shelters/houses must be behind a privacy fence.

4.4 **Nuisances:** No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

4.5 **Clothes drying, Facilities, and Air Conditioners:** No outside clothes drying, drying facility or window-type air conditioners shall be visible from neighboring property.

4.6 **Size and Location of Dwelling:** No dwelling shall be erected on any lot which has a living area of less than 1450 square feet. No dwelling will be located nearer than fifteen (15) ft to a side lot property line. All dwellings will face the front of the lot. In the case of corner lots, the dwelling may face the street on the side of the lot.

4.7 **Garages, Carports and Approach:** All structures must be so situated that the parking space for at least two (2) automobiles will be available on a paved surface, and a minimum of a two (2) car garage will be constructed with each dwelling unit. No carport will be allowed. All homes shall be constructed with concrete garage approaches of at least twenty-four (24) feet in length. The remaining portion of the driveway from approach to road easement shall be of concrete, asphalt, or gravel.

4.8 **Storage of Fluids:** No tank for the storage of oil or other fluids may be maintained above or under the ground on any lot. This excludes propane tanks.

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- 4.9 **Vacant Lots:** No trash, ashes, grass clippings, etc. may be thrown or dumped on any vacant lots.
- 4.10 **Drilling Prohibited:** No drilling or exploration for oil, gas, or other minerals or for water, other than for one (1) well per lot, shall be permitted without the prior written consent of the HOA Executive Board.
- 4.11 **Temporary Residences:** No trailer, mobile home, tent, shack, stable, barn or other outbuilding shall be used as a temporary or permanent residence. No structure may be removed from another area and relocated or reconstructed on a lot. All structures shall be constructed of new materials. Move-in houses, which includes factory-built homes, modular homes, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private site-built structures.
- 4.12 **Materials and Construction:** No building materials will be placed on any lot until construction is to begin on such lot and construction of any single-family house will be completed within two (2) years from the date of purchase of said lot. This does not include shops/out buildings. All outside walls of dwellings will be at least seventy percent (70%) brick or masonry. All roofs must have a 6/12 pitch.
- 4.13 **Junkyard/Automobile Repair Operations Prohibited:** No owner may maintain a junk yard, automobile repair operation or any accumulation of building materials on any of the lots.
- 4.14 **Noxious Trades Prohibited:** No noxious or offensive trade or activity shall ever be conducted on any of the properties, nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to the neighborhood.
- 4.15 **Fences:** The following materials are pre-approved, stockade, vinyl, and premanufactured black chain link. Fences shall not exceed 6 ft in height in the back and side yard. All fences including location must be pre-approved by the HOA Executive Board. If a fence is installed without HOA approval the owners are subject to fix or move as per HOA guidelines.
- 4.16 **Outbuildings:** All outbuildings must be pre-approved by the HOA Executive Board and must be 10 ft from property line. Approved exterior material are wood, metal and masonry and must blend and harmonize with the residence. Only one outbuilding is allowed per lot.

**A: Non-Permanent:** Non-permanent buildings are prohibited within West End Estates.

**B: Permanent:** May not exceed the 'under the roof' sq footage of the residence and cannot be taller than the residence. Construction must be completed within 60 days from the start of construction. Location must be approved by the HOA Executive Board.

All buildings must be maintained in good repair. A Permanent building that is at least 600sq ft is not required to be behind a privacy fence.

- 4.17 **Pools/Playgrounds/Trampolines/ Gardens:** All pools, playground equipment, trampolines, gardens, ect. ect. ect. must be behind a privacy fence.
- 4.18 **Parking:** Parking any vehicles on the streets is prohibited. Parking of equipment, camper, recreational vehicles, golf carts, boats and other watercraft, trailers (of any kind), or inoperable vehicles are prohibited from being parked in the driveway or parking pad. Any of the above mentioned can be parked inside of an approved privacy fence. Construction, service, and delivery vehicles shall be exempt from this provision for such period as is reasonably necessary to provide service or to make a delivery to a lot/house. No extra parking spaces or driveways can be created on any said lot. **EXCEPT** for 3 corner Lots abutting County Street 2970 with approval from Declarant.
- 4.19 **Erosion:** Drainage as originally established in the development plan for the Property shall be maintained by the owner. Each owner of lot shall take all steps necessary to prevent the erosion of said lot including, but not limited to, the planting and maintenance of grass or groundcover or the construction of retaining walls.
- 4.20 **Duration of Covenants:** The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date this instrument is filed of record in the office of the County Clerk of Grady County, Oklahoma, and that the expiration of the time period of said covenants shall automatically be extended by successive periods of 10 years unless an instrument signed by a majority of then owners of the lots has been recorded to change said covenants in whole or in part. The Declarants are the only persons allowed to make any revisions to the Covenants before the 20-year mark.

## Article V General Provisions

**5.1 Enforcement:** The Declarant, or any owner, shall have the right to enforce by and preceding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now- or hereinafter imposed by the provisions of the declaration. Failure by the Declarant or by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter. It will be the homeowner's expense to pay for any court costs, lawyer costs and any other costs that there may be, such as, having the violation corrected, if the homeowner does not correct the violation. The HOA or the Declarant will not be held responsible for any costs or fees that are associated with taking any homeowners to court or mediation, for noncompliance of these CCR's, or for having the violation corrected. After the homeowner has received proper notice, the homeowner

will have 15 days to correct any violation of the CCR's. There will be a \$50 per month violation fee if the violation is not corrected within the allotted 15 days. Any violation requiring an extension on time for correction will need to present a request to the HOA executive board for approval. If the violation has not been corrected within 3 months, the fee will increase to \$100 per month and if the violation has not been corrected within 6 months the fee will increase to \$200 per month.

**5.2 Mergers:** If there is an additional Phase completed within THE WEST END ESTATES, the Declaration of Covenants, Conditions and Restrictions of THE WEST END ESTATES will then merge with the other phase(s).

**5.3 Severability:** Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

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03/02/2022 4:07pm Pg 0359-0365  
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**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 day of November, 2021.

Declarant: Cole Construction: Terry and Kimberly Cole

Seal

By:

  
TERRY MARK COLE JR. PRESIDENT

ATTEST

  
Kimberly Cole, Secretary

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Fee: \$28.00 Doc: \$0.00  
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State of Oklahoma

STATE OF OKLAHOMA

COUNTY OF GRADY

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 2021, Terry Mark Cole Jr. President of Cole Construction, an Oklahoma business, on behalf of said business.

  
NOTARY PUBLIC

ANTONIO RAUL MUNOZ  
Notary Public, State of Oklahoma  
Commission # 20012633  
My Commission Expires 10-12-2024

My Commission Expires: 10-12-2024

  
\_\_\_\_\_  
Terry Cole A/K/A Terry Mark Cole, Jr.

\_\_\_\_\_  
Kimberly Cole

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ACKNOWLEDGMENT-OKLAHOMA FORM

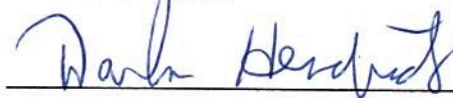
STATE OF OKLAHOMA, County of **Grady**, SS.

This instrument was acknowledged before me on **February 25, 2022**, by Terry Cole A/K/A Terry Mark Cole, Jr., and Kimberly Cole as of March 1, 2022..

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

My Commission Expires:



  
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Darla Hendricks, Notary Public

Document is being re-recorded to clarify Declarant signatures.

After recording return to:  
Kimberly Cole  
PO Box 1234  
Blanchard, OK 73010