

RETURN TO:

Bob Griffin

Oakdale Park LLC

P.O. Box 30057

Edmond, OK 73003

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR OAKDALE PARK**

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County of Oklahoma

County Clerk

Carolynn Gendill

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR "Oakdale Park, ("Declaration") is made effective the 18th day of November, 2006, by Oakdale Park LLC, an Oklahoma limited liability company (the "Declarant"); and Oakdale Park-OKC, Homeowner's Association, Inc., an Oklahoma not for profit corporation ("Association")

**RECITALS**

WHEREAS, Owners collectively own all land designated as A PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 NORTH, RANGE 2 WEST, I.M., OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA. The tract (the "Property") consists of all of the land described on **Exhibit "A"** attached hereto and made a part hereof and shown on the subdivision plat entitled "Final Plat of Oakdale Park", filed in the office of the County Clerk of Oklahoma County, Oklahoma;

WHEREAS, the Owners desire to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

NOW, THEREFORE, the Owners do hereby unanimously make this Declaration for all purposes as set forth below.

**ARTICLE 1  
CREATION**

1.1 Intent. Owners hereby declare that all of the property described in **Exhibit "A"** shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in any Lot, the Property, or any part thereof, and their heirs, personal representatives, trustees, successors, successors-in-title, and assigns.

1.2 Duration. Unless terminated as provided below, this Declaration shall have **PERPETUAL** duration. Provided, if any applicable Oklahoma statute now existing or hereafter enacted prohibits perpetual duration, then in such event this Declaration may not be terminated within Thirty (30) years of

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the date of recording without the consent of all (100%) owners. After Thirty (30) years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records of the Association (as defined below), which specifies the termination of this Declaration. After the said thirty (30) year term expires, if a majority of the then owners do not agree in writing to terminate this Declaration, then in such event this Declaration shall continue in full force and effect until the same is terminated, or is otherwise modified by a majority vote of all owners of the Lots, each Lot counting as one (1) vote, regardless of the number of owners any one Lot may have.

1.3 Governing Documents. This (i) Declaration, together with the (ii) By-Laws of Oakdale Park-OKC, Homeowner's Association, Inc., (iii) the Certificate of Incorporation of Oakdale Park-OKC, Homeowner's Association, Inc., as amended, (the "Association") and the (iv) Declaration of Easements (collectively, the ("Governing Documents")) shall contain the standards for the Property and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Building Restrictions, and resolutions of the Board of Directors.

## **ARTICLE 2 DEFINITIONS**

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

2.1 "Architectural Committee": The committee which the Board of Directors may create, subject to the provisions of Article 4, to review new construction and administer and enforce architecture standards.

2.2 "Area of Common Responsibility": The Common Areas, together with those areas, if any, which the Association does not own but which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract, become the Association's responsibility.

2.3 "Articles": The Articles of Incorporation of Oakdale Park-OKC, Homeowner's Association, Inc., as filed with the Oklahoma Secretary of State.

2.4 "Association": Oakdale Park-OKC, Homeowner's Association, Inc., an Oklahoma not for profit corporation, its successors and assigns.

2.5 "Base Assessment": Assessments levied on all Lots subject to assessment under Section 6.12 to fund Common Expenses for the general benefit of all Lots as more particularly described in Article 6.

2.6 "Board of Directors" or "Board": The body responsible for administration of the Association.

2.7 "Builder": Any Person which purchases one or more Lots within the Property for the purpose of constructing improvements for later sale to consumers.

2.8 "Building Restrictions": The rules and Building Restrictions attached as **Exhibit "B"** and incorporated by reference, as they may be modified, canceled, limited or expanded under Article 3.

2.9 "By-Laws": The By-Laws of Avian Woods, Homeowner's Association, Inc.

2.10 "Common Area": All real and personal property which the Association now or hereafter owns, leases, or otherwise holds, possesses, or possesses "use rights" in, for the common use and enjoyment of the Owners. The term shall include without limitation, private streets, sidewalks, drainage easements and flumes, recreational facilities, swimming pool, club house, pond, playground equipment, entry features, brick fence, signage, landscaped mediums, lakes, water courses, greenbelts, hiking, walking, and bicycle trails.

2.11 "Common Expenses": Actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.12 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing at Oakdale Park. Such standard shall be established initially by the Board and may contain both objective and subjective elements. The Community-Wide Standard may evolve as the needs and demands of Oakdale Park, change, as determined by the Board, in its absolute and sole discretion.

2.13 "Declarant": Oakdale Park LLC, an Oklahoma limited liability company, or any successor, successor-in-title, or

assignee of Oakdale Park LLC, who has or takes title to any portion of the property described in **Exhibit "A"** for the purpose of development and/or resale in the ordinary course of business and who is designated as Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records.

2.14 "Design Guidelines": Architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended pursuant to Article 4.

2.15 "Lot": Any portion of Oakdale Park, designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded Plat.

2.16 "Member": A Person entitled to membership in the Association. Every Owner shall automatically be a Member, but subject to the limitations on co-owners as provided in Article 6 and in the By-Laws.

2.17 "Mortgage": A mortgage, or deed to secure debt, or any other form of security instrument.

2.18 "Mortgagee": A beneficiary or holder of a Mortgage.

2.19 "Official Records": The Office of the County Clerk of Oklahoma County, Oklahoma.

2.20 "Owner": Collectively, one or more Persons who hold record (fee simple) title to any Lot, but excluding in all cases any party holding an interest merely as security for performance of an obligation. If a Lot is sold under a recorded contract of sale, then, upon recording of such contract the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides. If the contract does not specify, or is otherwise silent, then the "Fee Owner" (the seller) will remain as the "Owner" until a deed is recorded in the Official Records transferring fee simple title ownership of the Lot to the purchaser.

2.21 "Person": A human being, a corporation, a limited liability company, a partnership, a trust, or any other legal entity.

2.22 "Property" or "Oakdale Park": The real property described in **Exhibit "A"**.

2.23 "Reviewer": The body authorized to exercise architectural review pursuant to Article 4.

2.24 "Special Assessment": Assessments levied against all Owners to cover anticipated or unanticipated costs as more particularly described in Section 6.14.

2.25 "Specific Assessment": Assessments levied on one or more but less than all Lots to cover costs attributable to such Lots as more particularly described under Section 6.15.

2.26 "Structure": Any dwelling, house, building or structure that is constructed upon any Lot which is used as the primary residence for one family.

### **ARTICLE 3 USE AND CONDUCT**

3.1 Regulation. Declarant has established a general plan of development for the Property to enhance all Owners' quality of life and collective interests and the aesthetics and environment within Oakdale Park, and to engender a pride of place and sense of community Property. To accomplish this objective, the Property is subject to the land development, architectural, and design provisions set forth in Article 4, the other provisions of this Declaration governing individual conduct and use of or actions upon the Property, and the guidelines, rules and restrictions promulgated pursuant to this Article, all of which establish affirmative and negative covenants, easements, and restrictions on Oakdale Park. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Article, the Board and the Members shall have the ability, in the manner set forth below, to respond to changes in circumstances, conditions, needs, and desires within the community. All provisions of this Declaration and any Association rules shall apply to all Persons on the Property. The lessee and all occupants of any leased residence shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for including a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and Building Restrictions affecting the Lot and the Common Areas.

#### **3.2 Rule Making Authority.**

(a) Subject to the terms of this Article and in accordance with its duty of care and undivided loyalty to the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Building Restrictions set forth in **Exhibit "B"**. The Board shall send notice by mail to all Owners concerning any

such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered or voted upon. PROVIDED, prior to mailing any such five (5) day notice, the Board shall have first complied with the thirty (30) day notice requirement contained in Section 3.2(b) below. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Any such rules shall become effective after compliance with Section 3.2(b) below.

(b) At least thirty (30) days prior to the effective date of any action under Sections 3.2(a) or 3.2(b), the Board shall send a copy of the proposed rule to each Owner specifying the effective date of such rule. The Association shall provide, without cost, a copy of the Building Restrictions and rules then in effect to any requesting Member or Mortgagee.

(c) In the event of a conflict between the Design Guidelines and the Building Restrictions, the Design Guidelines shall control.

(d) Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners Acknowledgment. All Owners are subject to the Building Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Building Restrictions. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Building Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth herein, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be prohibited; PROVIDED, however, the Board may adopt reasonable time, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of Lot to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, PROVIDED that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance. Further, No noxious or offensive activity shall be conducted or carried on upon any lot, and no activity shall be conducted or carried on upon any

lot which poses a danger or threat to person or property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Further, no machinery or vehicles of any kind that are inoperable or in "junk" condition, unless garaged, shall be permitted upon any lot.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the Association or Board for leasing or transferring any Lot; provided, the Association or the Board may require a minimum lease term of up to twelve (12) months. The Association may require that Owners use lease forms approved by the Association. Unless otherwise specifically set forth in the Declaration, the Association shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the Association of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the Property shall apply prospectively only and shall not require removal of any property which was being kept on the Property prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Article 9.

#### **ARTICLE 4 ARCHITECTURE AND LANDSCAPING**

4.1 General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the Property, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the Property except in compliance with this Article and the Design Guidelines promulgated herein. In addition to the construction of dwellings and other buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground

equipment, basketball goals, pools, propane and other fuel tanks or devices [other than portable gas grills], lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot or other portion of the Property shall be regulated by this Declaration, the Building Restrictions, and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to this Article. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. This Article shall not apply to Declarant's activities, nor to improvements to the Common Area by or on behalf of the Association. This Article shall not apply to activities of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Article may not be amended without Declarant's written consent so long as Declarant owns any portion of the Property or any land subject to annexation to this Declaration.

4.2 Architectural Review. Except as provided below, the Architectural Committee shall be composed of three (3) or more natural persons, all of whom must at all times also be an Owner. PROVIDED, as long as the Declarant owns any Lots within Oakdale Park, the Architectural Committee shall be composed of Tracy B. Williams and Bob Griffin, or such persons as Declarant elects. If at any time after Declarant no longer owns any Lots, and if any of the three (3) designated members of the Architectural Committee are not then or cease to be an Owner, then in such event the Board of Directors shall select a replacement. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Declaration and in the By-Laws. Upon the sale of the Declarant's final Lot within Oakdale Park, or earlier solely at Declarant's option, the Board of Directors of the Association shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board of Directors.

4.2.1 Fees; Assistance. INTENTIONALLY DELETED

4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. INTENTIONALLY DELETED

4.3.2 Procedures. Prior to commencing any activity or phase of construction of any type or description within the scope of Section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever factors it deems relevant, including, but not limited to, visual and environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The decision of the Reviewer is absolute, final, and is non-appealable.

Approval by the Reviewer shall be required prior to pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for curing such objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval and suggestions for curing objections, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be

deemed to have been given at the time of delivery to the submitting party.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed automatically withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Article.

4.3.3. General Restrictions and Guidelines. Except as may otherwise be approved by a Reviewer under Section 4.5 (regarding variances), the following general guidelines shall apply to all Lots located within Oakdale Park ("the Addition"):

- a. Structures Used as Residence. No residential home shall be erected, altered, placed or permitted to remain on any Lot other than one to be used as a detached single family dwelling, not to exceed two (2) stories in height.
- b. Square Footage. The square footage shall only include actual living space, and shall not include areas comprised of the garage, breezeways, open porches, basements, storm cellars, out buildings and unfinished attics. The minimum living area square footage required for any Structure shall be: (i) 1,800 square feet for one story Structures, and 2,000 square feet for two story Structures.
- c. Frontage. INTENTIONALLY DELETED
- d. Compliance with Building Restrictions. In addition to all other requirements set forth in this Section and this Declaration, all Structures shall strictly adhere to and comply with all other Building Restrictions as attached hereto and as later amended, as applicable.
- e. Lot Size. Except as provided below, none of the Lots in this Addition shall be sub-divided or reduced in size in excess of ten feet (10') from the dimensions as shown on the official plat of said Addition. The purpose of this Covenant is to allow and permit minor adjustments between

adjacent property owners. However, nothing in this Covenant shall prevent an Owner from building one (1) dwelling house (Structure) on two (2) or more Lots; or prevent Owners of three (3) adjoining Lots from dividing the middle Lot between themselves and annexing it to the Lots adjoining on each side. However, no more than one (1) dwelling house (Structure) shall be permitted on the land encompassed by any Lot so divided and the adjoining Lot to which it has been annexed. Land fill of areas must be approved by the Architectural Committee in advance of soil movement.

- f. Set-backs and Elevations. No Structure shall be located on any residential building Lot nearer than twenty feet (20') from the front of property lines. No outbuilding shall be permitted closer than four feet (4') from easements reserved for utilities, including eaves and overhangs.
- g. Prohibition on Temporary Residences. No trailer, tent, modular or pre-fabricated home, mobile home, shack, garage or other outbuildings ("Prohibited Structures") may be placed or erected on any Lot at any time, nor shall any such Prohibited Structures be used as a residence, either temporarily or permanently.
- h. FHA Requirements. No dwelling shall be erected in said Addition that does not meet the minimum construction requirements of the current Federal Housing Administration ("FHA") "Minimum Property Requirements" pertaining to this region.
- i. Fences. No fences shall be installed in the front portion of any Lot between the front property line and the front set-back line. It is not the intention of this Covenant or this paragraph to exclude the use of shrubbery or trees in landscaping front yards in the Addition. All fences shall first be approved by the Architectural Committee, and shall NOT be constructed of "PVC" type materials. Any and all fences which are primarily used along the Lot lines ("perimeter fence") shall be constructed with a stockade "picket", wrought iron, or brick style fence. Maximum height for any perimeter fence shall not exceed six (6) feet. Any such fence shall be measured from the ground to the

top of the highest point on the fence. Lots with swimming pools must have a stockade fence around perimeter. Dog runs, kennels and the likes cannot be visible from any road, must be placed behind house, and must be made from the accepted building materials listed above.

- j. Vehicles. No car, truck, trailer, recreational vehicle, camper, van, boat, water craft, motorized cart, four-wheeler, all-terrain vehicle, tractor, mobile home or any form of motorized transportation or conveyance (collectively "Vehicle"), and no tent, or temporary structure of any nature whatsoever shall ever be temporarily or permanently parked, located or otherwise maintained forward of the front building limit or set-back line on each Lot as same is shown on the recorded plat of the Addition. PROVIDED, HOWEVER, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located forward of such front building limit or set-back line on each Lot. No Vehicles may be parked or stored on the street.
- k. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets not to exceed (3) in number may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet is not known to be vicious, dangerous, or known to be a threat to injure people or other household pets. All pets must be restrained within boundaries of Owner's lot unless accompanied by Owner.
- l. Building Materials. No building material of any kind or character shall be placed upon the property until the Owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the streets or easements. The Architectural Committee shall approve all exterior brick, roofing or other building

materials, including but not limited to colors, designs, patterns and related aesthetic concerns.

- m. Yards. All Lots must be kept free from weeds, brush, and high grass. Trash and rubbish shall not be permitted to accumulate upon any Lot. The Association may, after due warning, cut, trim or otherwise remove any weeds, brush or high grass, or remove any trash or rubbish, the costs of which shall be charged or assessed against the property Owner, regardless of whether or not the Owner has begun construction, has construction on-going, or has completed construction.

After initial lot clearing for pad site, driveway, and septic system, no more than 35% of remaining trees shall be removed by any future owner.

- n. Driveways and Mailboxes. Driveways are required to be concrete. No asphalt or "blacktop" driveway or paving will be permitted under any circumstance. Mailboxes shall be constructed with materials made of brick, or stone, or acceptable combinations thereof. The construction of any mailbox and the materials used therefore, shall be consistent with materials used to construct the dwelling house (Structure). Mailbox must have concrete address block insert.
- o. Construction Deadlines. An Owner of a Lot shall have one (1) year from the date of purchasing the Lot to begin construction. Once construction upon a Lot is started, the Owner shall have twelve (12) months to complete the construction process. If the Owner of the Lot: (i) fails to start construction within one (1) year of purchasing the Lot, and/or (ii) fails to complete construction within twelve (12) months after construction first begins, and if either or both such failures are without reasonable cause, the Association will have the authority to levy a fine not to exceed twenty-five dollars (\$25.00) per day for each day beyond the appropriate limit or deadline(s).
- p. Trash Containers and Disposal. Each residence shall provide a trash or garbage container which shall be opaquely screened from view from the

street. No person shall cause the incineration of trash, garbage or other waste within the Addition, and the same shall not be permitted in the Addition.

- q. Maintain Good Appearance. The Owner shall at all times maintain the Lot in good appearance, keeping the Lot mowed and free of trash and debris, regardless of whether or not construction has begun, construction is in progress, or if construction is completed.
- r. Outbuildings. No outbuilding shall exceed 100 square feet. No Outbuilding shall exceed 14' ridge height. Committee approval is required on all outbuildings prior to the erection of said outbuilding. All outbuildings must be built with aesthetically acceptable new materials that complement and blend with other structures in the neighborhood. Outbuildings exterior must consist of two colors that complement the existing structures on the lot.
- s. Propane. INTENTIONALLY DELETED
- t. Swimming Pools. All swimming pools of a permanent nature (pools with filtration systems and pumps) must be inground.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements for whatever reason, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the

Declaration and compatible with existing and anticipated uses of adjoining property. Inability to obtain or the terms of any governmental approval or the terms or requirements of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as Declarant owns any portion of the Property.

4.6 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility or liability for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the Association, the Board, the Architectural Committee, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, the Architectural Committee, its members, Declarant, and the Board shall be defended and indemnified by the Association as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The Association shall be primarily responsible for enforcement of this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of the Property, shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

## **ARTICLE 5 MAINTENANCE AND REPAIR**

5.1 Level of Maintenance Required. Oakdale Park shall be maintained in a manner consistent with the Community-Wide Standard, all applicable covenants, and any development agreements or orders between Declarant and Oklahoma City, Oklahoma. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, including irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. As long as it owns any Property or until it earlier determines, Declarant and, thereafter, the Board, may establish a higher Community-Wide Standard for the Property that is

environmentally sensitive or that provides a greater than usual aesthetic value and which may require additional maintenance for such areas to reflect the nature of such property.

Notwithstanding anything to the contrary contained herein, the Association, any Owner, or any other entity responsible for the maintenance of a portion of the Property shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Lot in a manner consistent with the Community-Wide Standard and all applicable covenants and Building Restrictions, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any declaration of covenants applicable to such Lot. In addition to any other enforcement rights provided for in the Governing Documents, if an Owner fails to properly perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred in accordance with Section 6.15. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3 Responsibility for Repair and Replacement. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 4. Alternatively, the Owner shall clear the Lot of building debris and maintain it in a condition consistent with the Community-Wide Standard. The Owner shall pay any costs that are not covered by insurance proceeds.

## **ARTICLE 6 HOMEOWNER'S ASSOCIATION**

6.1 Functions of Association. The Association shall be  
(i) the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility,  
(ii) the primary entity responsible for compliance with and

enforcement of this Declaration and such reasonable rules regulating use of the Property as the Board may adopt; (iii) primarily responsible for monitoring compliance with and enforcing the Design Guidelines; and (iv) permitted to provide for and fund such community activities and services as deemed necessary, appropriate, or desired in accordance with the Governing Documents, or as may be required by Oklahoma City, Oklahoma. The Association may delegate such responsibilities to committees or engage outside Persons to monitor and enforce the Design Guidelines under the Board's supervision. The Association shall perform its functions in accordance with the Governing Documents and Oklahoma law.

6.2 Membership. Every Owner shall automatically be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3 and in the By-Laws, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3 Voting. There shall be only one (1) vote per Lot. In the event any Lot is "split" or otherwise divided between two (2) adjoining Owners, such Owners shall still have one (1) vote each, notwithstanding the fact that their respective Lot size has increased due to the dividing of the Lot situated between the two (2) Owners. If an Owner owns two (2) entire adjoining Lots, the Owner will have two (2) votes, regardless of whether or not the Owner has constructed one Structure on both Lots, or two (2) separate Structures, one on each Lot. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Lot shall be exercised by the Member. The Member may cast all such votes as it, in its discretion, deems appropriate. In any situation where a Member is entitled personally to exercise the vote for his or her Lot, and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

6.4 Acceptance and Control of Association Property. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate

located within the Property, personal property, and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Area of Common Responsibility by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed, including but not limited to restrictions governing the use of such property.

6.5 Maintenance of the Area of Common Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility. The Association may also maintain and improve other property which it does not own, including, without limitation, wetlands, greenbelts, wildlife habitats, and property, including any trail systems, that may be dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and if otherwise permitted by applicable law. Except as otherwise specifically provided herein, all costs for maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense allocated among all Lots as part of the Base Assessment, without prejudice to the Association's right to seek reimbursement from the Persons responsible for such work pursuant to this Declaration, other recorded covenants, or agreements with such Persons.

The Area of Common Responsibility shall include, but need not be limited to:

- (a) all portions of and structures situated upon the Common Area; including pool, clubhouse, playground equipment, entry gates, brick fence;
- (b) private and public streets and landscaping within right-of-ways within or abutting the Property, also drainage easements and flumes, all irrigation systems;
- (c) all ponds, streams, and/or wetlands located within the Property which serve as part of the storm water drainage system for the Property, including improvements and equipment installed therein or used in connection therewith;
- (d) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association

until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole and absolute discretion of the Board, to perform required maintenance or repairs, unless seventy-five percent (75%) of the Members in the Association agree in writing to discontinue such operation. Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any portion of the Property.

#### 6.6 Insurance.

6.6.1 Types and Limits of Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors), of fire, lightning, extended coverage, vandalism and malicious mischief, all risk, agreed amount and inflation guard endorsement and replacement cost covering the Common Areas (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent they are part of the Common Areas, as well as common personal property and supplies, and, if required by law, workmen's compensation insurance (all of which is hereinafter referred to as the "Master Policy"), with respect to the Oakdale Park, and the Association's administration thereof in accordance with the following. The name of the insured must be stated in form and substance similar to the following; "Oakdale Park-OKC" Homeowner's Association, Inc. for use and benefit of the individual owners." Such policy must contain the

standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid Oakdale Park-OKC, Homeowner's Association, Inc. for the use and benefit of the Association's mortgagees, if any, and their successors and assigns, as their interest may appear.

(b) The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary covering all of the Common Areas in Oakdale Park. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain appropriate provisions to cover liability of the Owners, individually and as a group. Such policies must provide that they may not be canceled or substantially modified, without at least ten (10) days' prior written notice to the Association.

(c) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, tornado or wind storm insurance, boiler and machinery insurance, and building ordinance coverage.

(d) In addition to the insurance requirements set forth above, the Association shall also obtain, and pay all premiums for, an insurance policy covering all acts, actions, inactions, errors, omissions, decisions, or otherwise, of the Members of the Board of Directors and the Members of the Architectural Committee. Coverage shall be not less than one million dollars (\$1,000,000.00) per occurrence.

6.6.2 Insurance for Lot Owner. Each Owner shall be required to obtain insurance, at his own and sole expense, on his Lot, improvements, and on all furnishings and decorations and other items of personal property belonging to an Owner. Casualty and public liability insurance coverage within each Lot are specifically made the responsibility of the Owner thereof.

## 6.7 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall at all times comply with the Governing Documents and the rules of the Association. The Board may impose sanctions for violation of the Governing Documents or any rule or regulation, after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation some or all of the following, in the sole and absolute discretion of the Board:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the event that any occupant, guest, or invitee ("Non-Owner Violator") of a Lot violates the Declaration, the By-Laws or any rule or regulation and a fine is imposed, the fine shall first be assessed against the Non-Owner Violator; provided, however, if the fine is not paid by the Non-Owner Violator within the time period set by the Board, the Owner of the Lot shall pay the fine upon notice from the Board.;

(ii) suspending a Member's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Areas, provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of Article 4 and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms

and provisions of Article 4 and the Design Guidelines from continuing or performing any further activities in the Property; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents or the Community-Wide Standard; and

(ix) the filing of liens against the Owner's Lot; and the taking of any legal action the Board may elect to take, including but not limited to the filing of a lawsuit to (a) foreclose the lien, (b) seek a monetary judgment against the Owner, (c) seek specific performance of a specific act, (d) seek appropriate temporary and permanent restraining orders and/or injunctions, and any combination thereof.

(b) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations in accordance with any applicable ordinance(s) of Oklahoma City, Oklahoma or statutes of the State of Oklahoma); and

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents or any rule or regulation, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

Notwithstanding any of the foregoing options available to the Board, the Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with the applicable law, or in any case in which the Board determines that the Association may not prevail in a contested lawsuit, or the Association's position is

not strong enough, or sufficient funds are not available, to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances, or prohibit the Association from enforcing any other covenant, restriction, or rule.

6.8 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it by this Declaration or the By-Laws or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

6.9 Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to promote the health, safety and welfare of Owners and occupants of any Lot. Notwithstanding anything contained in the Governing Documents or any other document governing or binding the Association, neither the Association, the Board, any management company(s) of the Association, Declarant, nor any successor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner or occupant of any Lot or any tenant, guest, or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Lot and each tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property, including all recreational facilities, if any, and may be required to execute specific liability waivers from time to time as a condition of such use.

Neither the Association, the Board, any Association's management company, Declarant, nor any successor Declarant, shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of utility lines, or utility sub-stations adjacent to, near, over, under, or on the Property. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner, Declarant, or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence or malfunction of utility lines, utility sub-stations, and electromagnetic fields and further acknowledges that the Association, the Board, any management company(s) of the Association, Declarant, or any successor Declarant, have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner, Declarant, or

occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations, or electromagnetic fields.

No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Board, any management company(s) of the Association, Declarant, nor any successor Declarant, to protect or further the health, safety or welfare of any Person(s), even if the funds of the Association are used for any such purpose.

Each Owner, (by virtue of his or her acceptance of title to his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the Board, the Association's management company(s), (if any), Declarant, and any successor Declarant, and their respective directors, officers, committee and board members, employees, agents, representatives, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

6.10 Provision of Services. The Association may provide services and facilities for the Members of the Association and for third parties. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. In addition to Common Expenses charges, the Board shall be authorized to charge additional use and consumption fees for selected services and facilities. By way of example, some services and facilities which may be provided include Pool maintenance, (supplies and periodic testing), clubhouse maintenance, landscape maintenance, pest control service, security, caretaker, fire protection, utilities, and similar services and facilities. The Board shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein is a representation as to what services and facilities will or will not be provided.

6.11 Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment within Oakdale Park. The Association may, but shall not be obligated to, maintain or support certain activities within the Property intended to make the Property safer than they otherwise might be; provided, neither the Association, its Board of Directors,

the Association's management company, nor Declarant, shall in any way be considered insurers or guarantors of security within the Property. Neither the Association, its Board of Directors, the Association's management company(s), (if any), nor Declarant shall be held liable for any loss or damage for failure to provide adequate security or ineffectiveness of security measures undertaken.

All Owners and occupants of any Lot, and all tenants, guests, and invitees of any Owner or Declarant, acknowledge that the Association, its Board of Directors, the Association's management company(s), (if any), Declarant, any successor Declarant, and the Architectural Committee do not represent or warrant that any controlling access to any entrance, patrolling of the Property, neighborhood watch group, volunteer security patrol, or any security system designated by or installed according to guidelines established by Declarant or the Architectural Committee may not be compromised or circumvented; nor that any controlling access to any entrance, patrolling of the Property, neighborhood watch group, volunteer security patrol, or any security systems will prevent loss by burglary, theft, hold-up, or otherwise; nor that any controlling access to any entrance, patrolling of the Property, neighborhood watch group, volunteer security patrol, any fire protection system, burglar alarm system, or other security systems will provide the detection or protection for which the system is designed or intended.

All Owners and occupants of any Lot and all tenants, guests, and invitees of any Owner or Declarant assume all risks for loss or damage to Persons, to Lots, and to the contents of Lots and no Owner, occupant, or any tenant, guest, or invitee of any Owner or Declarant relied upon any representations or warranties, expressed or implied, relative to the controlling access to any entrance, patrolling of the Property, neighborhood watch group, volunteer security patrol, or any security systems recommended or installed or any security measures undertaken within the Property.

6.12 Budgeting and Allocating Common Expenses. Not less than thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund for any other replacement of assets, capital improvements, purchase of additional capital assets, and unexpected expenditures.

The Base Assessment shall be levied equally against all Lots subject to assessment and shall be set at a level which is

reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, or a loan, at Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. The payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years.

The budget shall become effective unless disapproved at a meeting by Members representing at least a majority of the Association and by Declarant as long as Declarant owns any portion of the Property. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws, which petition must be presented to the Board within thirty (30) days after notice of the assessments.

Notice of assessments shall be posted in a prominent place within the Property and included in the Association's newsletter, if any. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

6.13 Authority to Assess Owners; Time of Payment. The Association may levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments for Association expenses; (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 6.14; and (c) Specific Assessments as described in Section 6.15. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments. Assessments shall be paid in such manner and by such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment for each Lot shall be due and payable annually no later than January 31 of each year. If any Owner is delinquent in paying any assessments or

other charges levied on his or her Lot, the Board may assess a late charge and require unpaid installments of all outstanding assessments to be paid in full immediately.

6.14 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessments shall become effective unless (a) disapproved at a meeting of the Voting Members representing a majority of the total votes, or (b) disapproved by Declarant, as long as Declarant owns any portion of the Property.

There shall be no obligation to call a meeting for the purpose of considering Special Assessments except on petition of Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within thirty (30) days after notice of the Special Assessment in accordance with Section 6.12. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

6.15 Specific Assessments. The Board may levy Specific Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefit, items, or services to the Lot or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize, which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, the By-Laws, the Design Guidelines, or rules of the Association, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their licensees, invitees, or guests; PROVIDED, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (b).

6.16 Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all

assessments authorized in this Declaration. All assessments, together with interest from the due date of such assessment, at a rate determined by the Board (but not less than ten percent (10%) per annum, subject to the limitations of Oklahoma law), reasonable late charges in such amount as is established by Board resolution, costs, and reasonable attorney's fees, shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. Mortgagees who obtain title to a Lot by foreclosure of its mortgage, or by a deed in lieu transaction, or by exercising any other remedies provided in its Mortgage, shall be liable for all unpaid assessments which accrued prior to such acquisition of title.

Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was levied, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function requested or required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Board shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Board or its designated agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Board may require the advance payment of a processing fee for the issuance of such certificate.

6.17 Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Lot against which they are levied until paid unless otherwise specifically precluded in this Declaration. The lien shall also secure payment of interest (subject to the limitations of Oklahoma

law), late charges, and costs of collection (including attorneys' fees, lien fees, and administrative costs). Such lien shall be superior to all other liens, except the liens of all taxes, bonds, assessments, and other levies which by law are superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, a purchaser of a Lot who obtains title pursuant to a Sheriff's sale conducted pursuant to a foreclosure of a Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 6.18, including such acquirer, its successors and assigns.

6.18 Date of Commencement of Assessment Obligations. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the date the Lot is made subject to this Declaration, or (b) the date the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessments against each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

6.19 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

6.20 Unsold Lot Assessments. Declarant shall not be responsible for payment of any Base Assessments, Special Assessments, or Specific Assessments for any Lots in which title is held by Declarant.

## **ARTICLE 7 EASEMENTS**

7.1 Easements in Common Area. Every Owner shall have a right and non-exclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt rules, regulations, or policies regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to Owners of Lots and their guests, and rules limiting the number of occupants and guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 6.7;

(e) The right of the Board to impose reasonable membership requirements and charge reasonable membership, admission, or other fees for the use of any recreational facility situated upon the Common Area;

(f) The right of the Board to permit use of any Common Area recreational, educational, or cultural facilities by non-Owners, their families, lessees, and guests upon payment of Board established use fees or such other basis as the Board determines;

(g) The right of the Board to create, enter into agreements with, grant easements to, and transfer portions of the Common Area to tax-exempt organizations.

(h) The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for Association obligations.

7.2 Easements of Encroachment. Declarant reserves unto itself, so long as it owns any portion of the Property, easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with this Declaration) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing misconduct on the part of Declarant. Additionally, Declarant reserves easements of encroachment for Owners if the encroaching item or structure was built in substantial conformity with plans approved by the appropriate Reviewer pursuant to Article 4.

7.3 Easements for Utilities. Etc.. Declarant reserves unto itself, so long as it owns any portion of the Property, and grants to the Association, an easement for the purpose of access and maintenance upon, across, over, and under all of the Property to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, greenbelts, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. Declarant and/or the Association may assign these rights to any local utility supplier, cable company, security company, or other company providing a service or utility to Oakdale Park, subject to the limitations herein. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant. Declarant specifically grants to the local utility suppliers easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into any Lot, nor shall any utilities be installed or relocated on the Property, except as approved by the Board or Declarant.

7.4 Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural

drainage of storm water runoff from other portions of the Property, PROVIDED, no Person shall alter the natural drainage on any Lot to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property, the Board, and Declarant as long as it owns any portion of the Property.

7.5 Right of Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each and every Lot, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers or committees, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any dwelling on any Lot to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but does not authorize entry into any Lot without permission of the Owner, except by emergency personnel acting in their official capacities. Public providers of emergency services shall have access to Lots in an emergency as provided by state law and, if applicable, by the City of Oklahoma City, Oklahoma operating policies.

7.6 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage caused by the Association shall be repaired by the Association at its expense. The Association also may enter a Lot to abate or remove (using such measures as may be reasonably necessary), any structures, things or conditions which violate the Governing Documents.

7.7 Rights to Storm Water Runoff, and Water Reclamation. Declarant hereby reserves for itself and its designees all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Property. Such rights shall include an easement over the Property for access to and for installation and maintenance of facilities and equipment to

capture and transport such water, and runoff. This Section may not be amended without the consent of Declarant or its successor, and the rights created in this Section shall survive termination of this Declaration. The Property is hereby burdened with a non-exclusive easement in favor of the Association for overspray of water from any irrigation system serving the Area of Common Responsibility. Responsibility. The Association shall not be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

7.8 Easement for Use of Private Streets. Declarant hereby creates a perpetual, non-exclusive easement for access, ingress, and egress over the private streets within the Common Area, for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; private delivery or courier services; and for vehicles, equipment, and personnel providing garbage collection service to the Property; provided, such easement shall not authorize any such Persons to enter the Property except while acting in their official capacities, unless such persons are acting in or under emergency conditions to protect the safety and health of any person and/or protect and preserve the Property and any improvements made upon the Property.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

8.1 Dispute Resolution. Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that specified claims, grievances, or disputes described in this Section ("Claims") shall be resolved using alternative dispute resolution procedures in lieu of filing suit in any court.

8.1.1 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Property shall be subject to the provisions of Section 8.1.2.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 8.1.2.

(a) any suit by the Association to enforce the provisions of Article 6;

(b) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article 3 and Article 4;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 8.1.2.1 unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 8.1.2.

#### 8.1.2. Mandatory Procedures.

8.1.2.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing and provide a copy to the Board (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including the Persons involved and Respondent's role;

(b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

- (c) the Claimant's proposed remedy; and
- (d) that the Claimant will meet with Respondent to discuss in good faith ways to resolve the claim.

#### 8.1.2.2 Negotiation and Mediation.

(a) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(b) If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), the Claimant shall have thirty (30) additional days to submit the Claim to such entity as is designated by the Association for mediating claims or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Oklahoma City, Edmond, Oklahoma area.

(c) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to the Claimant on account of such Claim; PROVIDED, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(d) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of

Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

The Claimant shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on the Claim. Each Party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all charges rendered by the mediator.

8.1.3 Enforcement of Resolution. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 8.1.2 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 8.1.2. In such event, the Party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

8.2 Protection of Mortgages. The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in Oakdale Park.

8.2.1 Notices of Action. An institutional holder, insurer, or promotor of a First Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or promotor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which acts a material portion of the community or which acts any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency be continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days; and

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

8.2.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

8.2.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

### 8.3 Conflicts. INTENTIONALLY DELETED

8.4 Condemnation. Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Common Area under threat of condemnation only if approved in writing by Members representing at least sixty-seven percent (67%) of the Members in the Association and Declarant, as long as Declarant owns any portion of the Property.

The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) if the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless within sixty 60 days after such taking Declarant (so long as Declarant owns any portion of the Property or has the unilateral right to annex property) and Members representing at least sixty-seven percent (67%) of the Members in the

Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board.

(b) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

8.5 No Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of the whole or any part thereof without the written consent of all Owners, Mortgagees, and Declarant, if Declarant still owns any portion of the Property.

8.6 Dedication of Common Area. The Association may dedicate or grant easements over portions of the Common Area to any local, state, or federal governmental entity.

8.7 Subordination of Mortgage. Mortgagee joins herein for the purpose of assenting to and subordinating the Mortgage to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Mortgage on the easements, reservations, rights and benefits reserved and retained by the Declarant herein.

8.8 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.9 Failure to Enforce Not Waiver. No provision contained in this Declaration or the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

8.10 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

8.11 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

8.12 Attorney's Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney's fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a special assessment with respect to the Lot involved in the action.

8.13 Declaration's Effect Upon Mortgagee. INTENTIONALLY DELETED

## ARTICLE 9 AMENDMENT OF DECLARATION

9.1 Amendment by Declarant. NOTWITHSTANDING anything else contained herein to the contrary, so long as Declarant owns ten (10) Lots or more, Declarant may unilaterally amend this Declaration for any purpose, without having to first (1) give notice to, or (2) obtain the consent of the Owners, Members, the Board, the Association, or any occupant. If Declarant owns one (1) to nine (9) Lots, Declarant may still unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by the Federal Housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it or them to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration.

9.2 Amendment by Owners. If Declarant owns no less than one (1) Lot, but no more than nine (9) Lots, and if a request is made by any Owner, including Declarant, to amend this Declaration, and if such amendment is not an amendment as is contemplated under Section 9.1(i)-(v), then Declarant shall have one (1) vote for every Lot it then owns at the time said vote is taken. Except as otherwise provided in Section 9.1 above, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, representing seventy-five percent (75%) of the Members, including Declarant,

to the extent it owns Lots. Notwithstanding the above, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

9.3 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Official Records unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within three (3) months of its recordation or such amendment shall be presumed to have been validly adopted. A change of conditions or circumstances shall not operate to amend any provisions of this Declaration. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or the assignee of such right or privilege, as long as Declarant owns any portion of the Property or has the unilateral right to annex property.

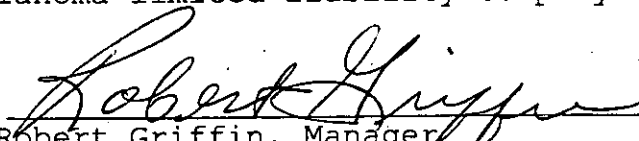
9.4 Service of Process. The name of the person to receive service of process together with the place of business of such person in Oklahoma County is: Tracy Williams, Oakdale Park LLC, P.O. Box 30057, Edmond, OK 73003 or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the dates indicated below by each party's own respective notarial attestation.

**"Declarant"**

Oakdale Park LLC,  
an Oklahoma limited liability company

By:

  
Robert Griffin, Manager

STATE OF OKLAHOMA     )  
                                  )  
COUNTY OF OKLAHOMA    )

SS

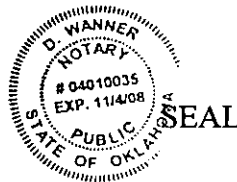
Before me, the undersigned, a Notary Public in and for said County and State on this 19 day of October, 2006, personally appeared **Robert Griffin**, to me known to be the identical person who signed the name of **Oakdale Park LLC**, an Oklahoma limited liability company. ("Declarant"), to the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

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

My commission expires:

*D. Wanner*  
Notary Public

11-4-08





## **EXHIBIT "B"**

### **(DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OAKDALE PARK)**

#### **BUILDING RESTRICTIONS FOR OAKDALE PARK**

**EXCEPT AS OTHERWISE APPROVED BY THE ARCHITECTURAL  
COMMITTEE, ALL STRUCTURES, LOTS, AND CONSTRUCTION SHALL  
CONFORM TO THE FOLLOWING RESTRICTIONS:**

1. The square footage shall only include actual living space, and shall NOT include areas comprised of the garage, breezeways, open porches, basements, storm cellars, out building and unfinished attics. The minimum square footage required for any structure shall be 1,800 square feet for one story structures and 1,200 square feet for two story structures.
2. Roofs: Compositions shingles (no three tab) with a 25 year minimum warranty in Weather Wood or other comparable color.
3. Roof Pitch: Minimum roof pitch is 7/12
4. Exterior fascia of home must consist of a minimum of 80% brick, stucco, drivit or stone.
5. Minimum 2 car garage.
6. Mailboxes: Brick or Materials which shall match exterior of home, and must have a concrete address block insert.
7. All driveways must be concrete.

## Oakdale Park Rule 2017-1 Effective June 1, 2017

### **Yard and Lawn Maintenance Standards**

Pursuant to Articles 4.3.3.m, 4.3.3.q, 5.1, and 5.2 of Declaration of Covenants, Conditions, and Restrictions for Oakdale Park, the HOA establishes the following rule for the community.

### **Need for Rule**

As yard appearance is one of the most noticeable aspects of community appearance, poorly maintained yards have the potential to significantly detract from a neighborhood's livability and perceived value. Therefore the Home Owners Association (HOA) of Oakdale Park further defines the below standards as minimally acceptable requirements for all residents, both owners and renters, of the community.

### **Benefits of Yard and Lawn Maintenance**

1. Poorly maintained yards can collectively or individually reduce the resale value of homes proximate to well-maintained properties and the perceived value of the community as a whole. Consequently irresponsible neighbors can adversely impact the property value of responsible property owners.
2. Poorly maintained yards have the potential to cause ill-will and bad feelings between neighbors, thus poorly maintained yards can detract from neighborhood harmony and community livability.
3. Poorly maintained yards, particularly tall grass, can attract rodents, snakes, and undesirable insects such as ticks and fleas. Thus yard and lawn maintenance contributes to the sanitary condition of the community.
4. Lawn maintenance that fails to control the height of grasses could obscure potentially dangerous objects such as tools, shears, or nails which might be stepped on. Additionally vegetation growth into sidewalk areas can cause tripping of pedestrians. Therefore yard maintenance also contributes to the safety of the community.

### **Definitions**

- "Yard" is considered to include all areas of an individual property not covered by permanent structure, such as house or mailbox, nor covered by permanent surfacing such as driveway, curb, patio, or sidewalk. This includes all utility easement areas and areas surrounded by driveways, walkways, and sidewalks. Generally this is all area surrounding a house that would reasonably be considered appropriate for vegetation growth.
- "Lawn" is considered to include areas of the yard that are covered with turf or what is generally accepted as decorative grass varieties such as Bermuda or Fescue.
- "Weed" is considered to be any of a generally accepted class of vegetation normally considered as undesirable in well maintained lawns. These could be grasses, flowering plants, or broadleaf plants that are unique from decorative grass.
- "Landscape shrubbery" is considered decorative trees, bushes, flowers, and shrubs of varying heights designed to be displayed at the individual plant's natural stature and height.
- "Bedding areas" are those areas of the yard in which landscape shrubbery is planted and not naturally or aesthetically designed for vegetation other than landscape shrubbery.
- "Fence" is a decorative wood or metal partition rising from the yard surface.
- "Hardscaping" refers to decorative yard structures, materials, and border trim such as statuary, figurines, pots, landscape lights, stone, brick, or other yard adornments. Often hardscape border materials such as metal banding, bricks, or stone separates lawn from bedding areas.

### **Standards**

The following are minimally acceptable standards for all residents, including home owners and home renters, within the confines of the community:

1. **Mowing Frequency:** During the growing season (approximately April 1 to October 31) lawns must be mowed at least once every 10 days, or as dictated by maximum height standard (see #2 directly below).
2. **Maximum Height of Lawn Vegetation:** Year-round, any lawn vegetation should be no more than 4" in height as measured from the top of the soil. This includes the areas of the lawn that adjoin surface structures, or adjoin hardscape, are next to utility boxes and underneath and around fences, therefore residents should take care to trim lawn vegetation that might not easily be cut by a conventional lawn mower. As lawn mowers don't typically reach these areas, you must "weed-eat" or "spin-trim" them. Raising the mower blade height, especially during the hotter months, is strongly encouraged to maintain a neat and healthy appearance of the mowed lawn and to avoid scalping, which will also somewhat reduce watering needs.
3. **Grass Encroachment of Permanent Surfacing:** Lawn grass should not encroach or extend over permanent surfacing such as driveways, curbs, and sidewalks. Residents are required to trim or "edge" areas of their lawn adjacent to driveways, curbs, and sidewalks to prevent vegetation encroachment of those permanent surfaces. Grass often grows between sidewalk slabs in the seams, so grass growing in the seams of the sidewalk is likewise prohibited in any direction from its approximate center.
4. **General Appearance:** The appearance of the lawn during the growing season should be predominantly green in color. Residents should water frequently enough to encourage greening of lawns, unless government authorities have issued watering restrictions. "Bald" areas or dry spots must be treated by the resident to facilitate growth of a desirable decorative grass such as Bermuda or Fescue. At no time during the growing season should a lawn be more than 50% brown or yellow unless watering restrictions are in place, or unless unseasonably cold weather has prevented greening.
5. **Weeds:** At no time should a lawn area be more than 10% weeds. Residents must take care to either pull weeds by hand or apply chemical treatments to reduce the area of weed coverage. Decorative grasses such as Bermuda or Fescue should be the dominant vegetation in a lawn.
6. **Lawn Surface Area:** Yards shall consist of at least 70% lawn with no more than 30% dedicated to landscape shrubbery or bedding area.
7. **Landscape Trimming:** Landscape shrubbery, including trees, will be neatly trimmed so as to be visually appealing, symmetrical, and proportionate to the property. At no time should landscape shrubbery be so thick as to prevent lawn areas from growing. Dead landscape shrubbery material must be removed within 10 days of browning. The exception is entire dead trees above 15' in height, dead trees must be removed within 60 days of complete browning. (Note that the property owner remains liable for wind or ice damage to the property of others caused by dead trees as insurance normally does not cover damage caused by dead trees. The HOA will not accept responsibility for damage to property by the failure of a property owner to remove dead landscape shrubbery including dead trees, and encourages immediate removal of dead trees.)
8. **Bedding Area Maintenance:** As bedding areas are aesthetically designed to be vegetation-free except for landscape shrubbery, flowering plants, and ornamental grass, the appearance of weeds and lawn grass in bedding areas will greatly depreciate the visual appearance of a yard. At no time should bedding areas have more than 10% coverage of weeds or grass. Residents should maintain bedding areas by regularly pulling weeds and grasses by hand or treating the areas chemically.

9. Lawn Debris: Dead vegetation matter such as leaves, pine needles, or visible clumps of lawn clippings must be bagged and placed in trash receptacles at least every 10 days.
10. Foreign Objects: Objects that are not reasonably considered hardscaping should be removed from the yard every 24 hours. These include bicycles, toys, tools, garden implements, newspapers, trash, and other objects or materials not normally associated with yard decoration.
11. Gardens: Vegetable gardens whose purpose is to grow edible items are prohibited in any area of the resident's yard that is visible from the street.
12. Composting: No compost materials or containers are permitted in any area of the resident's yard that is visible from the street.
13. Artificial Vegetation: No artificial vegetation of any kind is permitted in the resident's yard if visible from the street. This includes but is not limited to artificial turf, imitation flowers, or imitation shrubs and trees.
14. Shrubs and Trees Against Foundations: Shrubs and trees against foundations shall be pruned to allow visibility of the first floor windows; the ideal is visibility of at least 2/3 of the front window surface. Shrubs must be maintained to not exceed roof eaves.

#### **Remedies and Penalties for Non-Compliance**

Residents who are out of compliance with the above standards will, reluctantly, be subject to enforcement. A yard that has not been maintained to the above standards will be declared "out of compliance". Two members of the HOA shall be required to visually inspect a yard and must agree that the yard is out of compliance with the above standards.

At the time a yard is declared out of compliance a written notice will be given to the resident whose property includes the offending yard informing them of the declaration by the HOA and requesting that the resident take the needed steps to bring the yard into compliance with the standards.

After seven calendar days following the notice, if the resident has failed to bring their yard into compliance with the standards, at the HOA's option a yard maintenance crew will be hired to mow, trim, and perform other maintenance duties to bring the yard into compliance with the above standards. The resident of the home with the offending yard will be billed at the HOA's cost of completing the maintenance, plus a \$20 fine.

If the resident fails to pay the bill sent by the HOA to cover the cost of arranged maintenance, plus the fine, then at 90 days following the mailing of the bill the HOA may, at its option, place a lien on the property seeking redress for the bill's amount, courier's fee (\$20), plus the cost of filing and removing the lien. Removal of the lien will be initiated within 10 business days by the HOA following payment in full of the bill.