

SECOND AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
MUIRFIELD VILLAGE II
A RESIDENTIAL SUBDIVISION TO THE
CITY OF OKLAHOMA CITY, OKLAHOMA



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
CaryAnn Caudill

THIS DECLARATION, made as of the 8th day of May, 2014, by Bill Roberts, Inc., an Oklahoma corporation, hereinafter referred to as "Declarant" and Bill Roberts Building Co., an Oklahoma corporation(collectively "Owners").

WITNESSETH

WHEREAS, Declarant and the Owners are the owners of certain real estate located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, being a portion of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) and the North Half of the Southeast Quarter of the Northeast Quarter (N/2 SE/4 NE/4) Section 1, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, a portion of which is more particularly described in the Plat as Muirfield Village II, appended as Exhibit "A" and made a part hereof (the platted property hereinafter being referred to as the "Property");

WHEREAS, Declarant has platted the Property into blocks, lots, streets, common areas and easements, for residential development under the name of Muirfield Village II, including as part thereof permanent open areas, playgrounds, greenbelts, creek, private streets, improvements, buildings and structures erected or to be erected thereon, and other common facilities for the benefit of this particular community, all as more specifically depicted on the appended Plat;

WHEREAS, Declarant has caused the Property to be included within a planned unit development zoning promulgated by the City of Oklahoma City, Oklahoma as "PUD 874". PUD 874 provides for complementary mixed use development of the property encompassed within PUD 874, including commercial, retail, office and residential uses, and Declarant intends this Declaration of Covenants, Restrictions and Conditions of Muirfield Village II (hereinafter the "Covenants") to govern the development of the residential areas and common areas within PUD 874;

WHEREAS, Declarant and Owners expressly declare their intention to develop the residential lots with Muirfield Village II as a single family residential development within the provisions of 60 Okla. Stat. §§ 851 through 855, inclusive, in order to insure the management, maintenance, preservation, improvement and control of commonly owned areas within or appurtenant to the residentially zoned tracts and to enforce all mutual, common or reciprocal interests in or restrictions upon all portions of such separately owned residential lots, and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

WHEREAS, there was incorporated on the 8th day of December, 2004, under the laws of the State of Oklahoma, as a non-profit corporation, an entity known as Muirfield Village Residential Owners Association, Inc. for the purpose of exercising the aforementioned functions.

WHEREAS, The Muirfield Village Residential Owners Association, Inc., has amended this Declaration for the purpose of Article 7, Paragraphs 13, 27, 28, 29 and 30.

NOW, THEREFORE, Declarant and Owners state and hereby declare that the real property described on the appended Plat that is now or hereafter zoned for residential use, is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens hereinafter set forth, together with any additional property as may by subsequent amendment be added to and subjected to these Covenants by Declarant, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These Covenants shall run with the real property and shall be binding upon, and inure to the benefit of, Declarant and Owners, their successors in title, and any and all parties having or acquiring any right, title or any part thereof, whether as sole owner, joint owner, lessees, tenant, occupant, or otherwise, and shall inure to the benefit of each owner thereof. All of the areas in Muirfield Village II described on the appended Plat, which are not separately owned lots, shall be owned in common by the owners of the separately owned lots, parcels or areas. In the original Plat of Muirfield Village II, appended hereto, the Common Areas shall consist of Blocks A, B, C, D and E, the private streets, drainage easements, utility easements and all other improvements and property, both real and personal, hereinafter defined as part of the Common Areas, as well as easements for access to repair, replace and maintain the Common Areas.

PETER DOBELBOWER
16349 SCOTLAND WAY
EDMOND, OK 73013

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property, both real and personal, hereinafter defined as part of the Common Areas, as well as easements for access to repair, replace and maintain the Common Areas.

ARTICLE 1

DEFINITIONS

The following words, when used in these Covenants or any supplemental or amendatory declaration of covenants (unless the context shall so prohibit), shall have the following meanings:

1.1 Articles. "Articles" shall mean the duly adopted Articles of Incorporation of the Association, as the same may be amended from time to time.

1.2 Assessments. "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each separate Owner, as determined by these Covenants and the Association.

1.3 Association. "Association" shall mean and refer to Muirfield Village Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Oklahoma, its successors and assigns.

1.4 Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

1.5 Building. "Building" shall mean one or more of the buildings or structures located or to be located on that portion of the Property zoned for residential use and the Common Areas appurtenant thereto.

1.6 Bylaws. "Bylaws" shall mean and refer to the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.7 Common Areas. "Common Areas" means the following elements of the Property:

- a. All of the area on the appended Plat, or any additional Plat for residential development filed by Declarant on lands annexed hereto, not included in the numerically identified lots to be separately owned, whether improved or unimproved, which are owned, leased or controlled by the Association for the common use and enjoyment of members of the Association, specifically including Blocks A, B, C, D and E.
- b. Parking areas, storage areas and facilities depicted on the appended Plat that are not located on a Lot.
- c. Those installations of central services including power, common lighting, gas, irrigation and water service, up to the connection to a Lot, and all utilities servicing Common Areas.
- d. All equipment, entry gates, apparatus and installations existing or installed for common use.
- e. The private streets, drainage easements and utility easements reflected on the appended Plat.
- f. All other parts of the Property necessary or convenient to its existence, maintenance, or safety, and normally in common use including the greenbelt area, landscaping and irrigation installed by the Declarant or the Association.

1.8 Common Expenses. "Common expenses" means the following:

- a. Expenses of administration, utilities, maintenance, repair or replacement of Common Areas, and improvements located thereon, including the private streets, walkways on Common Areas, entrance gate, greenbelt, pool and the fitness facility;
- b. Contribution to Muirfield Village Office Park Association for a pro rata share of the maintenance and utility expenses associated with the green belt, creek and drainage area described as Blocks A and B of Muirfield Village, to the extent such expenses are to be born by the Association as set forth in Section 6.2(b) of these Covenants.

- c. Expenses incurred by the Association for normal and customary lawn maintenance of the yards of each improved residential lot within Muirfield Village II.
- d. Amounts reasonably reserved by the Association for payment of Common Expenses, including the Reserve Fund Requirement set forth in Article 5 of these Covenants.
- e. Expenses agreed upon as common by Lot Owners acting through the Association in accordance with the Bylaws.
- f. Expenses declared common by the provisions of these Covenants or by the Bylaws.

1.9 Common Profit. "Common profit" means the balance of all income, rents, profits and revenues from the Common Areas and Association dues and Assessments remaining after the deduction of the common expenses.

1.10 Declarant. "Declarant" means the undersigned, Bill Roberts, Inc., its business successors and assigns.

1.11 Lot. "Lot" shall mean any one of the separately identified parcels of real property, numerically described and designated as a Lot on the appended Plat, or any additional Plat for residential development filed by Declarant on lands annexed hereto.

1.12 Member. "Member" shall mean and refer to an Owner of a residential Lot. All owners other than Declarant are Class A Members; Declarant shall be the Class B Member.

1.13 Owner. "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any residential Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

1.14 Person. "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.15 Plat. "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of Oklahoma County, Oklahoma, which covers all or any portion of the Property or lands appurtenant to Muirfield Village II, which are subsequently annexed by Declarant to Muirfield Village II (as Muirfield Village III, etc.)

1.16 Property. "Property" or "Muirfield Village II" means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, together with all personal property intended for use in connection therewith, within the area platted by Declarant for single family residential purposes, being a portion of the NE/4 NE/4 and N/2 SE/4 NE/4 of Section 1, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, including lands adjacent thereto which are annexed to the above-described property and/or brought within the jurisdiction of and subject to assessment by the Association by declaration of the Declarant.

1.17 Residence. "Residence" shall mean an improvement constructed for occupancy by a single family located on one Lot. Each Residence shall be constructed in conformity with the architectural and design standards set forth herein or in the Bylaws appended hereto as Exhibit "B" and made a part hereof.

1.18 Residential Use. "Residential Use" shall mean the occupation or use of a Residence in conformity with these Covenants and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations. Provided, the restriction of "Residential Use" shall not prohibit an Owner from maintaining a home office within a residence so long as such office is not open to the public or business invitees.

1.19 Single Family. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence. Single Family shall also include domestic servants who maintain a common household in a Residence.

ARTICLE 2

FUTURE INTENT

2.1 Future Additions. Although the Plat appended to these Covenants may include only a portion of the Property, it is the intention of the Declarant and Owners that all tracts within the NE/4 NE/4 and N/2 SE/4 NE/4 of said Section 1, when platted for residential development, be subject to these Covenants, such that the Owners of the Lots in such additions shall be Class A Members of the Association. The Declarant, or its business successors, will continue as the sole Class B Member of the Association. Declarant, either within the plats to be filed and/or through supplemental declaration and/or amendment of these Covenants, shall also describe and convey any additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner of a lot zoned for single family residential use within the said NE/4 NE/4 and N/2 SE/4 NE/4 of Section 1, which is, or may in the future be, platted by Declarant as a residential lot within Muirfield Village II, or any additions thereto (i.e., Muirfield Village III, etc.).

Each Member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, as reflected on the Plat appended hereto, may ultimately include other lands within the said NE/4 NE/4 and N/2 SE/4 NE/4 of Section 1 which are not included on the appended Plat.

If within twenty (20) years of the date of incorporation of the Association, the Declarant or its successor and assigns should develop additional lands within the said NE/4 NE/4 and N/2 SE/4 NE/4 of Section 1 or lands appurtenant thereto, such additional lands may be annexed to the above-described Property and subjected to these Covenants without the consent of the Members.

ARTICLE 3

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

1. **Division of Property.** The Property is hereby divided into the following separate freehold estates:

- a. **Lots.** The Lot designations and statement of location and immediate area to which any Lot has access and any other data necessary for its proper identification are graphically described on the Plat.
- b. **Common Areas.** The remaining portion of the Property, referred to herein as "Common Areas", including Blocks A, B, C, D and E, the private streets, drainage and utility easements, as graphically described on the appended Plat. The Common Areas, and the improvements located thereon, are deemed appurtenant to each Lot and are declared to be permanent in character and cannot be separated from the Lot to which it is appurtenant. Subject to the rules and regulations promulgated by the Association and/or its Board in accordance with the Bylaws, each Owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroachment upon the rights of any other Owner.

2. **Conveyance of Common Areas and Dedication of Easements.** Declarant, in consideration of the benefits to be derived from this development, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Muirfield Village Residential Owners Association, Inc., its successors and assigns, all of its right, title and interest in and to the Common Areas within Muirfield Village II, being more specifically described as Blocks A, B, C, D and E, the private streets, drainage and utility easements, an easement for access to, construction on, and maintenance of, all Common Areas, as defined herein, less and except all oil, gas and other minerals, easements, restrictions, rights-of-way, conveyances and zoning ordinances of record. Declarant grants to the City of Oklahoma City an easement over and across the Common Areas for the purpose of emergency services. Declarant further dedicates all utility easements shown on the Plat to the use of the public for public utility purposes and in this connection does authorize any franchised utility company, including the City of Oklahoma City, to use so much of the Common Areas for utility purposes as is needed to install, repair and maintain water lines, sewer lines, electric lines, gas lines, cable lines and telephone lines.

3. **Lots Subject to Restrictions.** All Lots in Muirfield Village II shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth in these Covenants and in the Bylaws appended hereto, as same may be amended from time to time.

4. **Owners' Easements of Enjoyment.** Every Owner has the right and easement of enjoyment in and to the entire Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Common Areas as provided in these Covenants, the Plat, the Bylaws and the rules and regulations of the Association and its committees, including the Building Committee. The Declarant, its successors, assigns and grantees, covenant and agree that the undivided interests in the Common Areas, the easements granted herein, and the fee simple title to the respective Lots, shall not be separately conveyed and each such undivided interest and easements shall be deemed to be conveyed or encumbered as part of the conveyance or encumbrance of each Lot even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the Lot.

ARTICLE 4

ASSOCIATION, ADMINISTRATION, CLASSES OF MEMBERS AND VOTING RIGHTS

1. **Association to Manage Property.** The administration of the Property shall be governed by these Covenants and the Bylaws of the Association, a true copy of which shall be available for inspection by all Owners at the offices of the Association. Each Owner shall comply strictly with these Covenants and the Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time.

2. **Membership.** The Association shall be composed of all of the Owners of separate residential Lots as same are hereinabove described. Membership in said Association shall be appurtenant to, and may not be separated from, ownership of any Lot, even though such interest and membership is not expressly mentioned in the deed or other instrument of conveyance. Ownership of a Lot shall be the sole qualification for membership in the Association.

3. **Classes of Members.** The Association shall consist of Class A Members and Class B Members.

a. **Class A Members.** Class A Members shall be all those Owners of single-family residential Lots with the exception of Declarant or an Affiliate of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership as set forth herein. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A Members shall also include Owners of residential Lots in additions which may be developed, platted and subjected by Declarant to the provisions of these Covenants by future amendment of these Covenants or otherwise, such as Muirfield Village III, etc. Provided, Builders, as defined in the Bylaws, shall not be subject to either annual or special assessments unless and until the Builder or his tenant resides on the Lot.

b. **Class B Members.** The Class B member(s) shall be the Declarant, its business successors or assigns. The Class B member(s) shall be entitled to six (6) votes for each Lot in which it holds the interest required for membership as set forth herein. The Class B membership shall cease to exist when Declarant (i) owns no interest in any Lot in Muirfield Village II, as same is shown on the Plat appended as Exhibit "A", and (ii) owns no interest in any residential Lot in any additions which may be subjected to these Covenants in the future.

4. **Voting.** The proportionate representation for voting purposes in the meetings of the Association shall be one (1) vote per Lot for Class A members and six (6) votes per Lot for Class B members.

5. **Membership Meetings.** Regular and special meetings of the Association shall be held in accordance with the provisions of the Bylaws appended hereto and incorporated herein.

6. **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors ("Board"), which is hereby established by the appended Bylaws. The Board shall conduct regular and special meetings according to the provisions of the Bylaws.

ARTICLE 5

MAINTENANCE AND ASSESSMENTS

1. **Creation of Lien and Personal Obligation of Assessment.** Each Owner of any residential Lot in Muirfield Village II, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance,

is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; each such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be recorded and/or foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed, but, nevertheless, the lien shall continue to be a charge and lien upon the land as above provided.

2. Annual Assessments. Commencing on January 1, 2005, and each year thereafter, there shall be an annual assessment due from each Owner of a Lot, the amount of which shall be as set forth herein. The total of such assessments for all Lots shall be (i) the estimated expenses of the Association in carrying out the obligations described herein for such calendar year and the estimated costs of the maintenance and repair of the Common Areas, maintenance of the portion of each Lot to be maintained by the Association, payment of all insurance premiums due on policies of insurance obtained by the Board, payment of the Associations' mandatory contribution to Muirfield Village Office Park Association as set forth in Section 6.2(b) of these Covenants, and payment of all other recurring obligations of the Association, including utilities (the "Maintenance Fund Requirement"), plus (ii) an amount, to be determined by the Board, to be set aside during the fiscal year to provide for a reserve fund for the repair or replacement of the Common Areas, private streets, entrance gate, fitness facility, pool and other improvements on the Common Areas (the "Reserve Fund Requirement"). For the calendar year 2005, and each subsequent year, the regular annual assessment shall be:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$2500.00
Class B	\$ 000.00

The Annual Assessment for each residential Lot shall be equal in amount, regardless of the size of the Lot. No Member shall be entitled to a reduction in such Member's Annual Assessment as a result of that Member's maintenance of his/her own lawns and shrubbery.

3. Increase (Decrease) in Annual Assessment. After consideration of the Maintenance Fund Requirement and Reserve Fund Requirement of the Association, the Board may increase (or decrease) the amount of the Annual Assessment each year, such increase to be made prior to, but effective as of the beginning of, such year, provided any increase in excess of 10% shall first be approved by at least 65% vote of the Members present (in person or by proxy), and entitled to vote at a meeting held prior to the commencement of the year for which such increase is to be made and duly called for such purpose. The Board shall cause written notice of such meeting to be sent to all Members not less than 10 days or more than 30 days in advance of the meeting, setting forth the purpose of the meeting. There shall be no annual or special assessment paid by the Class B Member(s) without the unanimous written approval of same by all Class B Member(s). Provided, a Builder, defined as an owner of a residential Lot who has acquired such Lot for purposes of construction of a residence for sale to a third party, shall not be subject to the annual assessment set forth herein unless and until such Builder or his tenant occupies such structure as a residence. Notwithstanding any other provision within these Covenants and/or the Bylaws of the Association, Class A members shall not be entitled to amend the Covenants and/or the Bylaws in any manner which would require Declarant, as the Class B member, or Builders (except those occupying a structure as a residence) to be subjected to the annual assessments of the Association or any special assessment.

4. Certificate of Payment. The Association shall, upon demand, furnish to any Member, mortgagee of a Member, or prospective purchaser of any Lot a certificate in writing signed by an officer of the Association, setting forth whether the assessments on the specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5. Special Assessments. The Association may levy a special assessment upon Class A members, other than non-resident Builders, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or related to the Common Areas, including the community pool, fitness facility, buildings, fixtures, creek, water pumps, improvements, irrigation system, lighting fixtures, and personal property or fences located on, or constituting a part of, the Common Areas, or to defray any unanticipated or underestimated expense normally covered by the annual assessment (and, where necessary, for taxes assessed against the Common Areas); provided that, any

such assessment or charge as to any period must be approved by at least 65% vote of the Members present (in person or by proxy) and entitled to vote at a meeting called for this purpose. The Board shall cause written notice specifying the purpose of the meeting to be sent to all Members not less than ten (10) and not more than thirty (30) days in advance of the meeting. Special assessments may also be levied against any individual residential Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with these Covenants and/or the Bylaws.

6. Maintenance and Reserve Fund. All collected annual assessments shall be deposited into commercial bank accounts in a bank or trust company to be selected by the Board. The Board shall maintain two separate accounts, a maintenance fund account and a reserve fund account. The Board shall have control of said accounts and shall be responsible to the Members for the maintenance of accurate records thereof at all times. The Board shall deposit into the Maintenance Fund Account, that portion of the annual assessments deemed necessary by the Board for the Maintenance Fund Requirement. The Board shall deposit the remaining portion of the annual assessment into the Reserve Fund Account. The Board shall have control of the Reserve Fund Account and shall expend funds from such account only for the purpose of the repair or replacement of improvements located on the Common Areas and/or to defray unanticipated expenses of the Association. From the annual assessment collected from each residential Lot owner, the Board shall deposit into the Reserve Fund a Reserve Fund Requirement of \$100. The amount of the Reserve Fund Requirement may be increased or decreased in accordance with the meeting and voting procedures set forth in Section 5.3 of these Covenants.

7. Purpose of Assessments. The assessments, including the annual assessment and any special assessments which may be levied by the Association, shall be used exclusively to provide for the maintenance, repair, replacement and improvement of the Common Areas for the common good of the Association and its Members, maintenance of the private streets, yard maintenance on each residential Lot, contribution to the Muirfield Village Office Park Association as set forth in Section 6.2(b) of these Covenants, and for the enforcement by the Board of these Covenants. No individual Member shall use any portion of the assessments for any individual purpose. The Board may elect to acquire, and charge as an expense against the Maintenance Fund Account, such fidelity insurance on the Board, the Association's officers and Members as may be desired and appropriate.

8. Allocation of Assessments. Each residential Lot owned by Class A Members shall bear an equal share of any aggregate annual and special assessment, other than special assessments levied against an individual Owner pursuant to Paragraph 5 of this Article.

9. Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, except for assessment liens recorded prior to the mortgage. No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or from the lien thereof. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; however, if any such grantee shall have received a statement from the Association setting forth the amount of the unpaid assessments due by the Association, such grantee shall not be liable for, nor shall the Lot be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement except for any assessment becoming due after the date of the statement.

10. Enforcement of Assessment Obligation; Priorities, Discipline. Any part of any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. When a notice of assessment and/or lien has been recorded, such assessment shall constitute a lien on the Lot which is prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by these Covenants or by law to make the sale. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, interest, expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, which penalties may include attorney fees and expenses of litigation or collection, against an Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

11. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence on the date on which a single-family home is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure. The Board shall determine the amount of the annual assessment due from such Owner, calculated by the following formula: annual assessment amount x days remaining in calendar year/365. The

Board shall notify the Owner of the amount of the assessment due from such initial Owner. The initial annual assessment shall be due within 45 days of receipt of notice from the Board of the amount owed. Thereafter, annual assessments attributable to such Lot shall be due and owing as of January 1st of each subsequent year by the Owner of the Lot occupying same as of said date.

12. **Assessments Non-refundable.** All assessments paid by Members shall be irrevocable and non-refundable to the Members. All monies accrued in the Maintenance Fund and Reserve Fund shall accrue solely to the benefit of the Association and the purposes set forth herein.

13. **Developer's Obligation to Pay Deficiencies.** Until such time as Declarant has sold forty (40) lots to Class A Members, Declarant shall remain responsible for the Association's Common Expenses which exceed the amount collected from the Association's Class A Members. Declarant, at Declarant's option, may pay the Association such deficiency, supply labor or materials on the Association's behalf, and/or pay vendors directly.

ARTICLE 6

DUTIES AND POWERS OF THE ASSOCIATION AND BOARD

1. **Statutory Duties and Powers of the Association.** The duties and powers of the Association shall be as required, implied or necessary by 60 Okla. Stat. §§ 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments, unless otherwise provided within the Association's Bylaws, as amended from time to time.

2. **Other Duties and Powers of the Association.** In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, the Association, acting through the Board, may enforce these Covenants and shall:

a. **Maintenance and Repairs.** Maintain, insure, repair, replace, restore, operate and manage all of the Common Areas, including, but not limited to, the pool, fitness center, and other improvements, equipment and furnishings of Buildings located on Common Areas, the private streets, entrance gate, drainage and utility easements, landscaping of Common Areas, reasonable maintenance of residential lawns, reasonable maintenance of shrubbery, maintenance of property that may be acquired by the Association and such other functions and duties as may be imposed by these Covenants, the Bylaws, and the rules and regulations of the Association.

b. **Mandatory Contribution to Muirfield Village Office Park Association for Purposes of Greenbelt Maintenance.** The Association shall contribute to the common maintenance, repair and replacement expenses incurred by the Muirfield Village Office Park Association in regard to the maintenance, repair and replacement of the greenbelt, creek, improvements and utilities within Blocks A and B of Muirfield Village, as described on the Plat thereof. The amount contributed by the Association to the Muirfield Village Office Park Association for such maintenance, repair and replacement expenses pertaining to said Blocks A and B, shall be Two Hundred Dollars (\$200.00) per year per residential Lot owned by a Class A Member.

c. **Enforcement.** Enforce the provisions of these Covenants by appropriate means including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.

d. **Insurance.** Maintain such policy or policies of insurance as are required by this document or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association.

e. **Rules and Regulations.** The Board shall adopt and enforce such rule and regulations as the Board deems desirable for the use, security and safety of Owners in respect to the Common Areas. Rules and Regulations adopted by the Board shall be prominently displayed or otherwise published to the Owners.

f. **Reservation for Access, Maintenance, Repair and Emergencies.** The Owners shall have the irrevocable right, to be exercised by the Board, or its agent, to have access to the exterior of each residential Lot from time to time during reasonable hours as may be necessary for the maintenance of the lawns, maintenance, repair or replacement of any of the Common Areas thereon or accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Areas or to another Residence. The Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

ARTICLE 7

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

In addition to all of the covenants contained herein, the use of the Property and each residential Lot therein is subject to the following use restrictions and architectural controls and limitations:

1. **Single Family Use.** The buildings, and each of the Lots are intended for and restricted to use as Single Family Residences as defined herein. A Lot shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred. Provided, the restriction of "Residential Use" shall not prohibit an Owner from maintaining a home office within a residence so long as such office is not open to the public or business invitees.
2. **Leases.** Any lease of a Residence shall be for a minimum period of 30 days, shall be in writing and shall be subject to the terms, conditions and provisions of these Covenants. Any Owner leasing a Residence to a third party must register the name, address and telephone number of the tenant with the Board.
3. **Nuisances.** No noxious, illegal or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his respective residential Lot, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any Building. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.
4. **Architectural Standards and Building Committee.** No residence shall be erected or altered on any Lot except as is installed or approved by the Declarant in connection with the initial construction of buildings or until the building plans and specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in Muirfield Village II, and as to the location of the building with respect to topography and finished ground elevation by a Building Committee composed of WILLIAM D. ROBERTS or his designated representative. In the event of the death or resignation of WILLIAM D. ROBERTS, the Board shall have full authority to approve or disapprove such design and location or to appoint a committee of two or more Members to constitute the Building Committee. In the event the Building Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision, so long as the plans and specifications strictly conform with these Covenants. The Building Committee may act upon its own motion or upon the written request of any Owner. The Association, Building Committee or its representatives may institute suit to enjoin or to remove such additions, alterations or improvements, which have not been approved as provided herein, at any time, and all costs and attorney fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the original specifications previously approved by the Building Committee. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
5. **Structural Size Restriction.** The floor area of the main structure, exclusive of porches, basements and garage(s), shall not be less than 2200 square feet for residential Lots within the middle or upon the end of a Block; and not less than 2800 square feet for residential Lots located on the corner of intersecting streets.
6. **Brick or Stone Construction.** Unless otherwise approved, in writing and prior to construction, by the Building Committee, the principal exterior of the first floor of any residence, excluding the roof, shall be at least seventy percent (70%) brick, stone or stucco, as approved by the Building Committee. Up to thirty percent (30%) of the principal exterior of the first floor may be frame wood, shingles or other materials which will blend together with the brick, stone or stucco. It is the intent of this restriction to allow panels of other materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty percent (30%) or more of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of the first floor of residences to masonry in their construction, but may be modified to allow use of other materials to blend with the masonry to eliminate repetition of design, provided such modification must be approved in writing, in advance, by the Building Committee. All fireplace chimneys or chases for wood burning fireplaces shall be of masonry or masonry veneer construction.
7. **Garages and Carports.** Garages must be at least two cars wide and must be attached to the residence. No carports shall be permitted on the Property.

8. **Roof Construction.** Unless otherwise approved by the Building Committee in writing prior to installation of roofing material, the roof of each residential structure in Muirfield Village II, including garages and detached structures, shall be constructed with CertainTeed Grand Manor shingles, or an equivalent or superior shingle approved by the Building Committee, which shingles shall be of gatehouse slate color. Upon written application to the Building Committee, the Building Committee may approve variances to this restriction if such variance, in the opinion of the Building Committee, conforms to the architectural standards of Muirfield Village II. All such variances must be approved in writing by the Building Committee.

9. **Setback and Side Building Limits.** No building structure or part thereof shall be erected or maintained on any Lot nearer to the front street or the side street than the front building limit or the side building limit line as shown on the Plat. No building structure or any part thereof shall be located, placed or maintained within five feet (5') of the side Lot line of any Lot. No building structure or part thereof shall be erected or maintained within eight (8') of the back lot line.

10. **Garbage, Trash and Refuse Disposal.** All rubbish, trash and garbage shall be regularly removed from the Property and any Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers.

11. **Pets.** No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal or breed of animal, such as Pit Bull Terriers, wolf breeds, etc., shall be kept. No more than two household pets may be kept without written permission of the Association. No pets may be permitted to run loose within Muirfield Village II. Each Owner is responsible for curbing their own pets and the immediate removal of their pet's excrement from any Common Area or any front or side yard of a Lot, including such Owner's Lot.

12. **Pool and Hot Tubs.** In ground pools and hot tubs shall be permitted in rear yards of residential Lots. No above ground pools or spas with a capacity of more than 250 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

13. **Vehicle Restrictions.** Vehicle Restrictions. No trailer, camper (including a camper shell on a pickup truck or other vehicle), mobile home, commercial vehicle, recreational vehicle, truck (other than standard size pickup truck), vehicle in the process of being repaired or otherwise being presently inoperable, boat or similar equipment shall be permitted to remain upon any area within Muirfield Village II, except within a completely enclosed garage, other than temporarily. For purposes of this restriction "temporarily" means a period less than 24 hours. Overnight parking may be approved by the Chairman of the Rules Committee ("CRC") on a case-by-case basis for temporarily parked vehicles. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No trail bike, go-carts, dune buggy, stock cars or other noisy, off-road and/or unlicensed motor bikes or vehicles, shall be maintained or operated in Muirfield Village II.

14. **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

15. **Signs.** No signs or billboards shall be displayed to the public view on any residential Lot except signs placed by builders or licensed Realtors for the sale or rental of property and such signs as are approved by the Association or committee appointed by the Association. Provided, an Owner's "For Sale" or "For Rent" sign, approved by the Association as to size and content, may be displayed.

16. **Radio and Television Antennas and Satellite Dishes.** No radio tower shall be constructed or installed upon any Lot or Common Area. No alteration to, or modification of, a central radio or television antenna or cable system, whichever is applicable, shall be permitted and no Owner may be permitted to construct, use or operate his own external radio or television antenna, including satellite dish receivers with diameters in excess of eighteen inches (18"), without the written consent and approval of the Building Committee.

17. **Liability of Owners for Damage to Common Areas.** The Owner of each residential Lot shall be liable to the Association for all damages to the Common Areas or improvements thereon caused by such Owner or any occupant or guest of such Owner.

18. **Power Equipment and Car Maintenance.** No power equipment, workshops or car maintenance shall be permitted on any lot as a commercial venture. Car maintenance, other than routine servicing of vehicles (oil change, car wash, etc.), shall not be conducted on the Property except wholly within the garage of a Residence.

19. **Temporary Structures.** No structure of a temporary nature, including trailers, basements, tents, shacks, garages, barns or other outbuilding shall be used on any lot or building site at anytime as a residence, either temporarily or permanently. This restriction shall not apply to temporary business offices of builders. "PODS" used for the temporary holding and transfer of personal property shall be allowed so long as only one (1) POD at a time, per Residence, shall remain on the Property. Regardless of the number of PODS utilized, they shall not remain on the Property for more than a cumulative total of three (3) days. PODS shall be located **entirely** in the driveway of the Residence.

20. **Outbuildings and Treehouses.** No outbuildings, sheds, tree houses or storage structures shall be constructed or located on any Lot.

21. **Waiver of Restrictions by Building Committee.** The Building Committee is authorized to waive any of the terms and conditions of these covenants pertaining to the construction and location of structures if the Building Committee determines that the requested waiver would be in conformity and harmony with the external design and location of existing structures.

22. **Fencing and Fence Restrictions.** Declarant has constructed a uniform masonry fence on the perimeter of the Property. Each Owner of a perimeter Lot, at such Owner's cost and expense, maintain and repair the masonry wall fence appurtenant to such Owner's Lot in a manner that will preserve the uniform design and construction of said fence. Installation of any fence on the rear property line of a perimeter lot, other than the masonry fence constructed by Declarant, is prohibited without the prior written approval of the Building Committee. Extensions, additions or modifications to the masonry wall perimeter fence are prohibited without the prior written approval of the Building Committee.

23. **Basketball Goals.** Basketball goals, except goals erected and maintained by the Association, are not permitted.

24. **Lawns.** The Association shall reasonably maintain, as a Common Expense, all lawns and shrubbery on residential Lots and all Common Areas. The Association shall not be responsible for replacement of grass, trees or on residential Lots and/or the repair or replacement of irrigation systems.

25. **Exterior Appearance and Painting.** No Owner may alter the exterior appearance, color scheme or structure of any building or fence. All buildings on the Property have been developed according to a common architectural design and color scheme. Any changes or alterations desired by the Owner, such as painting or shutters, must be submitted in writing to the Board or Building Committee according to these Covenants and/or the rules adopted by the Board under the Bylaws, and approved by the Board or Building Committee prior to such change or alteration.

26. **Prohibition of Alteration and Improvement.** No building, structure, shed, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, carport, carport cover, improvement or structure of any kind shall be commenced, erected, or maintained upon the Property, nor shall any alteration or improvement of any kind be made to any previously constructed structure, until the same has been approved in writing by the Building Committee.

27. **Vehicle Parking.**

a. **Parking on Side Street (cul-de-sac).** Except for the temporary purpose of loading and unloading items to and from a vehicle, all parking on a side street (cul-de-sac) is strictly prohibited. For the purpose of this Section A, "temporary" shall be defined as a reasonable period of time to allow a resident to complete the task for which the loading and unloading is necessary.

b. **Guest Parking.** No overnight parking of any vehicle on the street is permitted. Provided, however, that vehicles may be parked in the overflow parking area (located in the Common Area) by guests of residents for a period not to exceed three (3) consecutive days (two (2) nights). If requested by a resident, prior approval may be given by the CRC for Extended Stay parking by a guest. An Extended Stay is any period of parking in the overflow parking area in excess of the allowable period, in which case such vehicle must prominently display in the front window a permit presented and signed by the CRC declaring the approved period of Extended Stay. Unless approved by the CRC, habitual use of the overflow parking by guests is prohibited. Notwithstanding these Guest Parking Rules, one (1) Parking Pass shall be issued per residence to allow parking by non-residential guests in the overflow parking. The purpose of this pass is to allow non-residential guests unlimited parking for an Extended Stay without the need for CRC approval. The Parking Pass shall be prominently displayed in the front windshield. Residents are prohibited from using this pass for their personal parking needs.

c. **Resident Parking.** No overnight parking of any vehicle on the street is permitted. Residents must park their personal vehicles in their garage or driveway. Residents may use the overflow parking area only for temporary daytime needs. Parking of a resident's vehicle in the overflow parking area for more than 3 days in a month is considered habitual. Overnight and habitual parking of a resident's personal vehicle in the overflow parking area is prohibited.

d. **Employee/Service Parking.** From time to time, residents may require the utilization of various employees, service personnel, healthcare professionals, personal care needs, house sitters, etc. Should a resident feel that such person's vehicle could violate the Guest Parking rules, upon request by the resident, parking permits may be issued by the CRC to allow for the resident's legitimate needs. Except for a resident's healthcare and/or personal care needs, no parking permit issued pursuant to this Section 28C shall be issued for longer than one (1) month without first being resubmitted to the CRC for consideration. With respect to a resident's healthcare and/or personal care needs, such permits may be issued for an indefinite duration, not to exceed one year increments. Residents are encouraged to have Employees/Service Personnel park in the resident's driveway to keep overflow parking space open for Guests. The permits provided under this Section 28C shall not apply to social guests.

e. **General.** The CRC is charged by the Association with the enforcement of these Rules and may use discretion in allowing temporary waivers of parking violations for extenuating circumstances. If a conflict of interest exists between a Resident and the CRC, the President of the Association shall have authority to issue decisions with respect to these Parking rules. The Board may adopt such rules and regulations as deemed necessary in regard to use of the overflow parking area.

28. Parking Violation. Should a vehicle be in violation of these rules, the following process shall take place in order to remedy the infraction:

a. **First Notice:** A written Notice of Infraction shall be placed on the vehicle windshield notifying the vehicle's owner of the specific violation.

b. **Second Notice:** A Violation Sticker shall be placed on the vehicle window notifying the vehicles owner of the specific violation.

c. **Third Notice:** The vehicle shall be towed off the property at the owner's expense.

29. Restricted Activities. No business, trade, garage sale, moving sale, rummage sale, or similar activity, except, that an Owner or occupant residing in a Residence may conduct business activities within the Residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (ii) the business activity conforms to all zoning requirements for the Property, (iii) the business activity does not involve regular visitation of the Residence by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threatens the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties.

30. Estate Sales. Notwithstanding the provisions in Paragraph 29, above, and subject to the restrictions in this Paragraph, Owners shall be permitted to conduct Estate Sales. An Estate Sale is defined as a way of liquidating the belongings of a family or estate due to downsizing, moving, divorce, bankruptcy, or death. All Estate Sales must be approved by the Board of Directors and must conform with the following guidelines:

a. Estate Sale shall be conducted by an experienced professional of estate sales at the Residence on a Friday and/or Saturday, and shall not exceed two consecutive sale days. No signage shall be posted anywhere advertising the sale.

b. All Buyers must park their vehicles outside the gates of the Property. Under no circumstance shall a Buyer drive their vehicle inside the gates of the Property.

c. Owners must employ two vans and drivers to transport Buyers from the parking area outside of gate to and from the Residence. Traffic cones must be deployed at the Residence in order to contain Buyers to a path directly to Residence.

d. Owners must employ not less than two (2) uniformed Officers to be present at all times and shall not leave until such time as the last Buyer has departed the Property. One Officer shall be stationed at the front of the Residence at all times in order to supervise the orderly transfer of Buyers to and from the van and the Residence. At no time shall this position be left unattended by an Officer. The second Officer shall be stationed at the main entrance of Property in order to supervise that no non-Resident enters the property without the permission of a Resident. At no time shall this position be left unattended by an Officer.

e. Owner shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless The Muirfield Village Residential Owners Association, Inc., ("MVROA") from and against any and all Losses (defined below) imposed upon or incurred by or asserted against MVROA and directly or indirectly arising out of or in any way relating to any one or more of the following (a) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (b) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (d) any failure of the Property to be in compliance with any Applicable Laws; (e) any and all claims and demands whatsoever which may be asserted against MVROA. Any amounts payable to MVROA by reason of the application of this Section shall become immediately due and payable from the date loss or damage is sustained by MVROA until paid. The term "Losses" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to attorneys' fees and other costs of defense).

31. **Warranty of Enforceability.** While the Declarant has no reason to believe that any of the restrictive covenants of this Article or elsewhere in these Covenants are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a residential Lot in Muirfield Village II in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.

32. **Enforcement and Access Easement.** Each Owner of a Lot grants an access easement to the Association, acting through the Board and its authorized representatives, for purposes of access to any Common Area for repair, replacement and maintenance of the Common Area. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, Declarant, any member of the Building Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot and the improvements thereon (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE 8

GENERAL PROVISIONS

1. **Enforcement.** The Association, Board, any Owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees; provided, however, that an individual Owner shall have no right to enforce the collection of any assessment levied against any other Owner under Article 4 above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

2. **Invalidity of Any Provision.** Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

3. **Amendments.** To the extent not inconsistent with 60 Okla. Stat. §§ 851, et seq., as same is now or may hereafter be amended, an amendment of these Covenants may be enacted by the vote or written assent of a majority of the Owners [being all Class A and Class B Members]: provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

4. **Mortgage Protection Clause.**

a. **Rights of First Mortgagees.** No breach of any of the Covenants contained in this document, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot made in good faith and for value, but all of said Covenants shall be binding upon and be effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

b. **Mortgage Priority; Right to Inspect Records.** Notwithstanding any language contained in this document to the contrary, no Owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or any portion or element of the Common Areas. Institutional lenders shall have the right to examine the books and records of the Association.

5. **Insurance.** The Association shall obtain and continue in effect, comprehensive public liability insurance insuring the Association, the Developer and the agents and employees of each and the Owners and employees, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Areas and facilities in the Common Areas and including, if reasonably obtainable, a cross-liability endorsement insuring each insured against liability to each other and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association.

a. **Insurance Premiums.** Insurance premiums on policies purchased by the Association shall be a common expense to be paid from the assessments provided for herein or as levied by the Association.

6. **Owners' Compliance.** Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Project documents, including these Covenants, the Bylaws, the rules and regulations duly passed by the Board, and all decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorneys fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentage established in this document or in the Bylaws shall be deemed to be binding on all Owners of Lots, their successors and assigns.


7. **Conflict of Project Documents.** If there is any conflict among or between the Project documents, the provisions of these Covenants shall prevail; thereafter, priority shall be given to Project documents in the following order: Plat, Bylaws and rules and regulations of the Association.

8. **Service of Process.** The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is William D. Roberts, P.O. Box 5818, Edmond, Oklahoma 73083, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

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IN WITNESS WHEREOF, the undersigned have executed this document this 8th day of May, 2014.

BILL ROBERTS, INC.



William D. Roberts, President

BILL ROBERTS BUILDING CO.

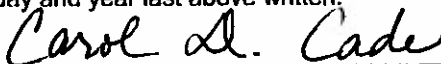


William D. Roberts, President

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

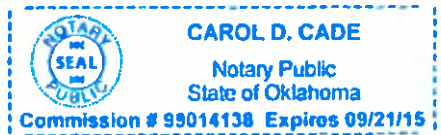
Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of May, 2014, personally appeared William D. Roberts, of Bill Roberts, Inc., and Bill Roberts Building Co., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

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



Notary Public

My Commission Expires:
9-21-15



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