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**AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK TREE PARK**

THIS AMENDED AND CONSOLIDATED DECLARATION is executed by a sufficient percentage of Owners of Lots within the Oak Tree Park Development, hereinafter referred to as the “Undersigned Owners” to be effective the date of recording, **EXCEPT AS IT RELATES TO OAK TREE PARK SECTION I. NOTWITHSTANDING ANYTHING CONTRARY HEREIN, THIS AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL NOT APPLY TO ANY LOT OR BLOCK WITHIN OAK TREE PARK SECTION 1.**

RECITALS:

WHEREAS, previously certain property within Oklahoma County has been developed, which is more particularly described as follows: **Oak Tree Park Section II, Oak Tree Park Section III, Oak Tree Park Section IV, and Oak Tree Park Section V Additions to the City of Edmond, Oklahoma County, State of Oklahoma according to the recorded plats thereof, and as set out at Exhibit “A” hereto** (collectively the Oak Tree Park Development).

WHEREAS, the Undersigned Owners desire that all of the Development maintains uniform standards of appearance and administration, and operate under one community association, which is the Oak Tree Park Association, Inc.

WHEREAS, the original developer to the Development constructed Common Areas, including private street or streets, parking areas, screening walls and fences, drainage facilities, landscaped areas, entrances, and other physical improvements for the use and enjoyment of the Owners of all Lots within Oak Tree Park Development, which were conveyed to the Oak Tree Park HOA, Inc., an Oklahoma nonprofit, nonstock corporation, via Quit Claim Deed filed at Book 7787, Page 1368 on February 29, 2000 within the Oklahoma County Clerk’s Office, and elsewhere.

WHEREAS, the following documents have been filed within the office of the Oklahoma County Clerk for the Oak Tree Park Development:

Document Title/Description	Date Filed	Book	Page
Corporate Information from Oklahoma Secretary of State for Oak Tree Park incorporated July 16, 1999	-	-	-
Plat of Section 1	June 13, 1984	52	27
Plat of Section 2	Sept. 24, 1998	58	40
Plat of Section 3	May 23, 2002	60	18
Amended Plat of Section 3	Sept. 4, 2003	61	3
Plat of Section 4	Sept. 23, 2004	62	9
Plat of Section 5	Sept. 11, 2006	64	15
Owner’s Certificate and Restrictions Oak Tree Park 1 st	May 21, 1985	5324	1410
Declaration of Covenants and Restrictions for Oaktree Park	Sept. 29, 1998	7413	1536-1578
Amendment to the Owner’s Certificate and	Aug. 12, 1999	7661	731-745

Restrictions for Oak Tree Park 2 nd Addition			
Amendment to the Bylaws of the Oak Tree Park Association	Jan. 28, 2000	7769	1437-1439
Supplemental Declaration Oak Tree Park 3 rd	June 4, 2002	8456	941-955
Supplemental Declaration and Declaration of Amended Restrictions for Oak Tree Park 4 th Addition	Sept. 24, 2004	9472	1631-1634
Supplemental Declaration and Declaration of Amended Restrictions for Oak Tree Park 5 th Addition	Sept. 11, 2006	10239	1623-1626

WHEREAS, the following documents have been filed within the office of the Oklahoma County Clerk for the Oak Tree Park Development:

WHEREAS, the Undersigned Owners desire to consolidate a number of separately filed real property covenants, conditions, and restrictions into one Governing Document with the intent that this Amended and Consolidated Declaration fully replace the previously filed documents listed above, as applicable.

WHEREAS, all Lots within the Oak Tree Park Development shall be subject to their respective Plat and Deed of Dedication and to this Amended and Consolidated Declaration containing the easements, covenants, conditions, restriction, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Undersigned Owners hereby declare that all of the properties included in the Oak Tree Park Development shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Oak Tree Park Development. These easements, covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

11 "Assessments" shall mean and refer to all assessments levied by the Board of Directors pursuant to the provisions of this Declaration and the Bylaws of the Association. This term shall be synonymous with the term "dues" when used in this Declaration and Bylaws of the Association.

12 "Architectural Review Committee" or "ARC" shall mean and refer to a person or persons appointed by the Board of Directors as designated under Article 6 of this Declaration, which committee (whether consisting of one or more persons) has the authority to make such determinations with regard to any Improvement to a Lot as may be provided for pursuant to this Declaration. In the absence of an Architectural Review Committee, the Board of Directors shall be deemed to be the Architectural Review Committee as such term is used in this Declaration.

13 "Association" shall mean and refer to Oak Tree Park Association, Inc., an

Oklahoma nonprofit corporation and its successors and assigns, the Certificate of Incorporation, as amended, and Bylaws of which shall govern the administration of the Oak Tree Park Development, the Members of which shall be all of the Owners of the Lots, and which is formed for the purpose of providing management, maintenance, preservation, and control of all Common Areas, and for the purpose of enforcing all mutual, common, or reciprocal interests in or restrictions upon all or portions of Lots, parcels, or areas.

14 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

15 "Bylaws" shall mean and refer to the Bylaws of The Oak Tree Park Homeowners Association, Inc.

16 "Common Areas" shall mean and refer to those parcels of real property together with any such property annexed pursuant to the terms of this Declaration, and leased, owned or held or maintained by the Association for the use, benefit and enjoyment of the Owners.

17 "Common Expenses" shall mean and refer to the actual and estimated costs incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the matters that the Association is responsible for pursuant to this Declaration or the Bylaws, which may include a reasonable reserve for capital repairs and replacements. The Association shall incur all Common Expenses. The Owners shall each be responsible for an equal share of the Common Expenses incurred by the Association, subject only to the provisions of this Declaration and the Bylaws relating to Neighborhood Expenses.

18 "Declaration" and "Amended Declaration" shall mean and refer to this Amended and Consolidated Declaration.

19 "Development," "Oak Tree Park Development" and "Properties" shall mean and refer to the Lots, Blocks, and Common Areas described within Exhibit "A." Notwithstanding the foregoing or any clause to the contrary within this Amended Declaration, Excluded Lots shall not be considered party of the Development, Oak Tree Park Development or Properties for purposes of this Amended Declaration.

1.10 "Excluded Lots" shall mean and refer to the following Lots until such time as the Owner of an Excluded Lot executes a lot declaration or similar such instruments agreeing for their Excluded Lot to become a Lot and subject to the Governing Documents: Block 1, Lot 18, Block 2, Lot 1, Block 2, Lot 6, Block 2, Lot 12, Block 2, Lot 16, Block 2, Lot 17, Block 3, Lot 1, Block 3, Lot 14, Block 3, Lot 21, Block 3, Lot 22, Block 5, Lot 10, Block 5, Lot 15, Block 5, Lot 22, Block 5, Lot 23, Block 5, Lot 24, Block 6, Lot 2 each within Oak Tree Park 1st Addition.

1.11 "Governing Documents" shall mean and refer to this Amended Declaration, the Bylaws of the Association (the "Bylaws"), the Articles of Incorporation of the Association (the "Articles"), and the rules and regulations of the Association, as they may be amended.

1.12 "Improvement" shall mean and refer to the construction of any Residence,

structure, landscaping, modification, alteration, addition renovation, replacement, or change on or as to any Lot.

1.13 “**Lot**” shall mean and refer to a platted lot, block or parcel of land shown upon the recorded Plat of the Oak Tree Park Development with the exception of Common Areas and any Excluded Lot.

1.14 “**Member**” and “**Members**” shall mean and refer to every Person or entity who holds membership in the Association as an Owner of one or more Lots as provided in the Declaration and Bylaws.

1.15 “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Oak Tree Park Development, including contract sellers, but excluding others having an interest merely as security for the performance of an obligation.

1.16 “**Plat**” shall mean and refer to the plats described within Exhibit “A.”

1.17 “**Person**” shall mean and refer to a natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.

1.18 “**Residence**” shall mean and refer to a structure built and used as a residence for a Single Family.

1.19 “**Single Family**” shall mean and refer to one or more individuals each related to the other within one degree by blood, marriage, or legal adoption, or a group of not more than three individuals not all so related, who maintain a common household in a Residence. An individual within a Single Family shall also include a domestic servant (such as a nurse, maid, cook, housekeeper, butler, nanny, “au pair”, or companion for a Single Family member who has a physical or mental limitation requiring same).

1.20 “**Community-Wide Standard**” shall mean the common development scheme and standard of conduct, maintenance, or other activity generally prevailing throughout the Oak Tree Park Development. Such standard, including minimum square footage, colors, materials type and quality, and overall design harmony shall consist of and be established by the existing Residences and ancillary structures and their prevailing overall standard of upkeep and maintenance, and may be more specifically defined within the Governing Documents, and in Board resolutions, the budget, levels of maintenance and the Association's operation of its facilities.

ARTICLE II **ASSOCIATION MEMBERSHIP**

The membership of the Association shall be limited to the record Owner, whether one or more Persons or entities, of a fee simple title to a Lot situated within Oak Tree Park Development. The foregoing is not intended to include Persons or entities who hold an interest

merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within Oak Tree Park Development. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association shall be governed by the Bylaws of the Association and any applicable term within the Articles and this Amended Declaration. A Member shall have one vote per Lot owned, unless such Member pays no assessments on that Lot. Any owner who owns a lot or portion thereof adjacent to the lot upon which his residence is constructed shall only pay dues on the one lot. If ownership is ever divided and residence built on the adjacent lot then dues shall be paid on both lots.

ARTICLE III **PROPERTY RIGHTS**

3.1 Members' Easements of Enjoyment. Every Member shall have the right to use and enjoy the Common Areas and all improvements constructed thereon serving such Member's Lot, along with all improvements constructed thereon. Such right shall be appurtenant to and shall pass with the title to every Lot within Oak Tree Park Development, subject, however, to the following provisions:

A. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas, and facilities and improvements constructed thereon and in aid thereof to mortgage such property. In the event such property should be so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Areas shall be subject and subordinate to the rights of the mortgagee therein. In the event the Association borrows monies without a pledge or security of the Common Area, no Member vote shall be required.

B. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership, in which such Members evidence their agreement to such dedication and transfer.

3.2 Delegation of Use of Common Areas. Any Member may delegate, in accordance with the Bylaws, such Member's right of enjoyment to the Common Areas and the facilities and improvements situated thereon, to the members of their Single Family or contract purchasers who reside in Oak Tree Park Development.

3.3 Rentals of Lots. An Owner who leases a Lot or Residence within Oak Tree Park Development to any third-person shall be responsible for ensuring compliance by the third-person with all of the provisions of this Declaration, and shall be jointly and severally responsible for any violations by such third-person and any damages to the Association resulting from the lease. The rental or lease of any Lot or Residence within Oak Tree Park Development shall occur only after the initial twelve (12) month occupancy of a Lot by its Owner after them taking title to such Lot. All leases, tenancies, hotel, short-term occupancy, vacation stays, and the

like shall be for no less than twelve (12) consecutive months or more.

3.4 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

If the taking or conveyance 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 available, unless within 60 days after such taking, Members representing at least 75% of the total vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board.

If the taking or conveyance 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.

3.5 Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes, quality of materials and/or design improvements. Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least 75% of the total votes in the Association decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of the Members, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall

against the Members.

ARTICLE IV **COVENANT FOR ASSESSMENTS**

The provisions for the fiscal management of the Association for and on behalf of all of the Members shall be as set forth in the Bylaws and in the Declaration. As provided hereafter, each Member is obligated to pay to the Association all Assessments. The Assessments levied by the Association shall be for the purpose of promoting the recreation, health and safety, and welfare of the Owners and Members, and for such other purposes as may be set forth in these Bylaws or the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

4.1 Creation of Obligation. Each Owner and Member, by acceptance of a deed or other conveyance of an interest in a Lot is deemed to covenant and agree to pay any or all Assessments levied by the Board of Directors to the Association in accordance with the terms of this Declaration and Bylaws. Such Assessments shall be levied and collected as provided for in the Declaration and Bylaws. The Assessments, together with interest thereon, late charges, attorneys' fees, and other costs of collection as may be imposed by the Governing Documents and the rules and regulations adopted by the Board of Directors and shall be a continuing lien upon such Member's Lot until paid. In the event of a transfer of title to a Lot, the grantor and the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. However, no first mortgagee who obtains title to a Lot pursuant to a foreclosure and sheriff's sale of its first mortgage lien, shall be liable for unpaid assessments which accrued prior to such acquisition of title. The obligation of the Owner of the Lot to which such membership appertains for the payment of Assessments shall survive the foreclosure of a Lot by a mortgagee.

4.2 Regular Assessments.

A. Except as otherwise specifically provided herein, each Lot is hereby allocated liability for an equal share of the Common Expenses of the Association as its Regular Assessment. Regular Assessments shall be in such amounts as determined by the Association operating through its Board of Directors which shall be responsible to annually determine the budget for the coming year, and to levy and collect the same from the Members in accordance with the provisions of the Bylaw and the Declaration.

B. Prior to the annual HOA meeting the Association shall make available for review by each Owner and Member a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred by the Association for such fiscal year. The Association shall at that time determine the amount of the Regular Assessment to be levied against each Lot and to be paid by each Member and notify the Member thereof. Each Member shall thereafter pay to the Association its bi-annual Regular Assessment on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to Members.

The budget and Assessment shall become effective unless disapproved at a meeting by Members representing at least sixty-five (65%) of the votes eligible to be cast by the Members. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition executed by those representing at least fifty-one (51%) of the votes eligible to be cast by the Members, which petition must be presented to the Board of Directors within ten (10) days after delivery of the notice of Assessments.

C. If the Association created pursuant hereto subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Board of Directors, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Member for the balance of the year, and the date or dates when due. Each Member shall be notified of the additional amount required to be paid and the due date of such payment, which date shall not be less than ten (10) days from the date of the notice provided for herein. Such additional Assessment may be levied against the entire membership, if such assessment is for Common Expenses. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses experienced by the Association, the Association may, at the discretion of the Board of Directors, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in question are based and, if supplemental Assessments are required, they shall be made as set forth above.

4.3 Special Assessment. In addition to the Regular Assessments, the Board of Directors may levy Special Assessments as necessary from time to time for the purpose of paying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal properties related thereto, all in accordance and pursuant to the provisions of the Bylaws of the Association. The Board of Directors will have the sole authority to decide whether or not the value of any reserves will be considered in determining the amount of the Special Assessment to be collected. Special Assessments shall be payable in such manner and at such times as determined by the Board of Directors and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board of Directors so determines.

4.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

A. to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

B. to cover monetary fines, penalties, and costs incurred in bringing a Lot into

compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests including but not limited attorney's fees incurred by the Association; provided, the Board of Directors shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection (2), the initial Specific Assessments Schedule being attached hereto as Exhibit "C."

4.5 Time and Manner of Payment; Interest. Assessments shall be due and payable by the respective Members in such manner and at such times as the Association shall designate in accordance with the rules and regulations that it adopts from time to time. If not paid within ten (10) days after its due date, each such Assessment shall bear interest at the default interest rate of eighteen percent (18%) per annum until paid. The Association may, in its discretion and without waiving the imposition of interest in any other instance, waive interest in any particular instance. A delinquent Member shall be liable for attorneys' fees and other related costs incurred by the Association as a result of efforts to collect such delinquency.

4.6 No Offsets. All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including without limitation, a claim that the Association and/or the Board is not properly exercising its duties and powers as provided in this Declaration or any documentation associated herewith or that Assessments for any period exceed Common Expenses.

4.7 Reserves. Reserves included in any budget for Common Expenses which are collected as part of Regular Assessments shall be deposited by the Association into its general operating account.

4.8 Subordination of Lien. Any lien which arises against a Lot by reason of the failure or refusal of an Owner or Member to make timely payment of any Assessment shall be subordinate to the lien of a prior recorded first mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto) on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a first mortgagee comes into possession of, or acquires title to the Lot, whichever occurs first. If any lien for unpaid Assessments which accrued prior to the date the first mortgagee comes into possession of or acquires title to the Lot has not been extinguished by the process by which such first mortgagee came into possession of or acquired title to the Lot, such first mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon written request by such first mortgagee to the Association, such lien shall be released in writing by the Association. Any unpaid Assessments which are extinguished pursuant to the foregoing sentence shall continue to be the personal obligation of the delinquent Owner and Member and may also be re-allocated by the Association among all Members as part of the Common Expenses.

4.9 Certificate of Non-Payment. Upon request, any person acquiring an interest in any Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid Assessments relating to such Lot, if any, and such Person shall not be liable for or shall any lien attach to the Lot in excess of the amount set forth in the certificate, except for

Assessments which occur or become due after the date thereof and any interest, costs, attorneys' fees and any late charges related to such Assessments.

4.10 Enforcement of Lien. Any lien provided for in this Declaration may be foreclosed by the Association in any manner provided or permitted for the foreclosure of realty mortgages in the State of Oklahoma. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time or in a different instance. The Board of Directors may elect to collect a delinquent Member's account by any other means allowed by law and these Bylaws and the Declaration without waiving its right to foreclose a lien filed against a Lot.

4.11 Pledge of Assessment Rights as Security. The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligation of the Association. The Association's power to pledge its assessment powers shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association; which assignment may then be presently effective but shall allow those Assessments to continue to be paid to the Association and used by the Association as required, unless and until the Association shall default on its obligations secured by that assignment.

4.12 Common Expenses. Common expenses shall be the actual and estimated costs incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities of the Association, such expenses to include, but not be limited to, the following:

A. The cost of maintenance, management, operation, repair and replacement of the Common Areas and any other areas within Oak Tree Park Development that are, or shall in the future be, maintained by the Association;

B. Unpaid Assessments not collected by the Association after reasonable efforts to collect the same as provided for under these Bylaws and the Declaration;

C. The cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of the Oak Tree Park Development as provided in these Declaration or pursuant to agreements with the City of Edmond;

D. The cost of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

E. The cost of any insurance obtained by the Association;

F. Reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Association, which reserve fund shall be adequate to meet the costs and expenses of maintenance, repairs and replacement of the Common Areas which must be maintained, repaired or replaced on a periodic basis;

- G. The cost of bonding any person handling the funds of the Association;
- H. Any taxes paid by the Association;
- I. Costs incurred by any committee or board established or contemplated by the Governing Documents;
- J. Other expenses incurred by the Association for the general benefit of all Owners for any reason whatsoever in connection with any item or items designated, or to be provided or performed, by the Association pursuant to the Declaration or these Bylaws, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

ARTICLE V **USES OF LAND**

The use and occupancy of all Lots and Common Areas within the Oak Tree Park Development shall be subject to the Governing Documents along with all restrictions, covenants and conditions imposed by their respective Plat and Deed of Dedication.

ARTICLE VI **ARCHITECTURE, SIZE, MATERIALS,** **PLANS, FENCING AND ALTERATIONS**

6.1 Architecture. As set forth within this Article, a complete set of plans and construction specifications, including materials for any Improvement proposed to be erected on any Lot, or alteration to an existing Residence or Improvement must first be submitted to the Architectural Committee or "ARC" prior to the commencement of construction upon any Lot in the Oak Tree Park Development, which members of such ARC shall be designated by the Board. Such plans and construction specifications shall reflect proposed construction complying with the remaining provisions of this Article, the Governing Documents at large, depict all elevations in color, and, in addition, conform to the following requirements:

6.1.1 General Considerations. The Architectural Committee shall have the right to disapprove any plans or specification or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Architectural Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Committee for its disapproval of any such plans and specifications or plot plan including lawn area and landscaping. Any approval by the Architectural Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the

Architectural and Design Rules or in any approval. The Owner shall be notified of the actions of the ARC within thirty (30) days after such plans have been submitted, provided that the plans shall have complied with the provisions of this Amended Declaration. If the plans are not in compliance, then the time for granting approval as stated in this Section shall be automatically suspended until compliance. After any changes are made, a complete set of "as built" drawings shall be furnished by the Owner to the Association.

6.1.2 Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter.

6.1.3 Specialists. To the extent that preparation of such plans and specifications requires the services of an architect, a landscape architect, a landscape lighting specialist, a security systems specialist, or any other specialist, then the portion of the plans and specifications relating to those design aspects shall have been prepared by a person or entity having the professional qualifications therefore.

6.1.4 Required Architectural and Design Information. The following materials must be submitted to the ARC to obtain the required approval for all Improvements:

1. Four exterior elevations (front, back and both sides).
2. A site plan of the dwelling or Improvement as it will sit on the Lot, with the grade/elevation of the pad and ridge line. The site plan must include all existing trees larger than 4" in diameter measured 12" from the ground, and all setbacks required by any applicable zoning and Plat.
3. Floor plans of the Residence.
4. A list of exterior materials to be used, including roofing, masonry, siding and window materials.
5. A landscape plan showing the proposed planting for the yard. The plan shall include all proposed walls and fences.
6. A schedule of exterior colors.

If the plans are approved, a letter of approval shall be issued by the ARC with a list of requirements, and the plans shall be retained in the Association's files. No changes from these plans shall be allowed without written approval of the ARC.

Historical elevations shall be influenced by East Coast architecture such as, but not limited to: Greek Revival, French Colonial, Georgian Design, Cape Cod, Williamsburg, Dutch, Salt Box, Acadian, and Country Farmhouse. **To Be Excluded:** Contemporary, Victorian, North Dallas (gabled look with fancy brickwork)

6.1.5 Cost of Work; Appearance of Construction Site. All work done in accordance with the provisions of this Declaration shall be at the sole cost, expense, and risk of the Owner. The Board of Directors may require bonding or other financial assurances so as to protect the Association against liens and claims of third parties arising during construction. All work done must comply with the following conditions, for which the Owner(s) doing

such work shall have full and sole responsibility:

1. All building materials must be stored inside the applicant's garage, if possible;
2. Workmen shall clean up daily all building materials not used in the structure and shall remove all trash and debris.

6.2 Approval By Board of Directors In Absence of ARC. Notwithstanding any other provision in this Article VI or elsewhere in this Declaration, if at any time the ARC no longer exists or is otherwise unable to act in any instance in which it would have the authority to so act as set forth in this Declaration, the Board of Directors shall act in its stead in that particular instance.

6.3 Waiver of Restrictions. The ARC or in its absence the Board of Directors may waive in any particular instance the restrictions or requirements set forth in this Article VI if, in its reasonable judgment, such waiver will not detract from the value, desirability and attractiveness of the Oak Tree Park Development.

6.4 Miscellaneous Design and Development Criteria. Each Lot and its structures shall be subject to the design and development criteria, covenants, and restrictions established by this Amended Declaration and the Community-Wide Standard.

A. Driveways. The driveways for all Residences shall be constructed of concrete.

B. Refuse. No garbage, ashes, or trash shall be kept, maintained or contained on any Lot so as to be visible from another Lot. No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. All refuse receptacles within the Oak Tree Park Development shall be fully enclosed from street view except on days designated by the City of Edmond for collection thereof.

C. Exterior Colors. Except as otherwise provided by the ARC, certain exterior colors shall not be allowed, particularly very vivid or bright pastel colors such as turquoise, pink, orange, lavender, purple and the like.

D. Fences. The location, type and style of all fences built in conjunction with the initial construction of the Residence must receive prior written approval by the ARC. The location, type, and style of all fences built after initial construction of the Residence must receive prior approval by the ARC. Those residences that border Coffee Creek Road are obligated to conform to the community standard which is a six (6) foot high cedar privacy fence with a wooden cap between the brick pillars. All privacy fencing must be sealed or stained with clear/natural cedar color to maintain a uniform appearance along the border of Coffee Creek Road. Any color changes from the original approved color of a fence must be approved by the ARC. No fence or walls of any type or nature whatsoever shall be installed on the front portion of any lot between the front lot line and the front building setback line.

E. Landscaping, Sod & Trees on Lots. Prior to occupancy, each Lot shall be

professionally landscaped and sodded in its entirety. Landscape plans must be submitted to the ARC and approved prior to installation.

- F. Swimming Pools.** No swimming pools shall be constructed in front yards. No above-ground pools with a capacity of more than 150 gallons of water shall be permitted. All pool locations and plans must be submitted to and approved prior to installation by the ARC if the swimming pool is built in conjunction with the initial construction of the Residence. All pool locations and plans must be submitted to and approved prior to installation by the ARC if the swimming pool is built after the initial construction of the Residence.
- G. Children's Playsets.** If visible from an adjoining Lot or street, no children's playsets may be placed or erected on any Lot without the prior written approval of the ARC.
- H. Exterior Lighting and Alarms.** No spotlights, flood lights, other high intensity lighting or alarms shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots. Unnaturally colored bulbs are prohibited except when used temporarily in holiday decorations.
- I. Mailboxes.** The mailbox for each Lot shall be black iron or brick and must be approved by the ARC.
- J. Retaining Walls and Terracing.** All retaining walls built in conjunction with the initial construction of the Residence must be approved by the ARC. All retaining walls built after the initial construction of the Residence must be approved by the ARC. Any terracing must be accomplished utilizing hardscape materials approved by the ARC.
- K. HVAC Systems.** No window units shall be permitted.
- L. Drainage.** Every Lot must be fine-graded to provide positive drainage from the Lot. Manholes on the Lot must be kept at grade or adjusted to remain accessible to the City.
- M. Windows and Doors.** All main entrance doors on street facing elevations shall be constructed of wood or iron. Other materials such as fiberglass may be considered on street facing elevations when the door is an entry other than the main entrance to the home. All street fronted windows shall be constructed of wood frames and sashes shall be wood. Exterior finish shall be painted wood or clad in either aluminum or vinyl. No metal muntins or muntins between the glazing will be accepted. True divided light windows are the appearance that is being sought. Exterior muntin bars are required.
- N. Cost to Comply.** All costs incurred in complying with (A) through (M) above shall be borne by the Owner presenting the plans and specifications.

6.5 Construction Period.

- A. Diligence.** Upon commencement of excavation for construction on any Lot or

Lots, the work shall be continuous, weather permitting, until the Residence is completed. Such construction shall be in accord with the regulations and restrictions set forth in this Declaration and shall be completed within 12 months of pouring the foundation for the Residence, unless approval to extend the construction period has been granted by the Board of Directors.

B. Work Period. Construction activities shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday.

C. Music. No loud music from radios or other electronic devices shall be allowed during construction.

D. Maintenance of Job Site. Job sites must be maintained in a clean condition at all times. All job sites shall have and maintain silt fencing as required by state and federal regulations and laws.

E. Adoption of Regulations. The Board of Directors shall have the right to adopt such further rules and regulations, from time to time, and as it deems necessary, to regulate construction within the Oak Tree Park Development. Upon adoption, any such rules and regulations shall be binding upon all parties having or acquiring any right, title or interest in any Lot.

6.6 Maintenance, Repair and Alterations; Owner Maintenance. The Owner of a Lot shall be responsible for maintaining and painting the exterior surfaces of the structures on their Lot and for maintaining and repairing those portions of fences located on their Lot or Lot boundaries to which their Lot has access, and for maintenance and upkeep of their Lot and its structures to the Community-Wide Standard. The Owner of a Lot shall be responsible for keeping their landscaping free of weeds and grass and their yard sodded, edged, mowed and weed free. The cost of all the foregoing shall be borne by the Owner of the Lot concerned. If the Board of Directors serves written notice upon an Owner that any structure on their Lot is in need of maintenance and/or painting or that a fence on or near the boundary of their Lot is in need of maintenance and/or repair, and/or grass and/or landscaping need maintenance and the Owner fails to perform such maintenance, painting, weeding, mowing and/or repair within thirty (30) days following receipt of such notice, then the Board of Directors, acting through its agents, servants, employees or contracting parties, shall have the right to enter upon the Lot concerned in order to perform the necessary maintenance, painting, weeding, mowing and/or repair work in order to render the structure on that Lot to a condition comparable in quality to other dwellings and/or fences within the Oak Tree Park Development, and all costs and expenses incurred by the Board of Directors in that regard shall constitute a lien against such Lot and the personal obligation of such Owner, and shall be collectible in the same manner as a Specific Assessment under this Declaration or the Bylaws.

ARTICLE VII **SET-BACK FROM STREETS**

No Improvement, structure, or part thereof shall be erected or maintained on any Lot in the Oak Tree Park Development except in compliance with the set-back lines set forth on the

face of the Plat map.

ARTICLE VIII
PARKING, STORAGE AND EASEMENTS

8.1 Parking and Storage. Except as previously provided, no boats, trailers, buses, motor homes, campers, automobiles or other vehicles shall be parked or stored in, or upon any part of the streets, Lots or the Common Areas except in an enclosed garage on a Lot. No such parked vehicle may hinder the passage of foot traffic on the sidewalk. No such vehicle shall be repaired or rebuilt anywhere in the Oak Tree Park Development, including on any Lot or upon any streets. While normal, everyday automobile parking is allowed in a driveway (where a car is in working order and being in daily or weekly use), any automobile parked continuously in a driveway that a) is not in working order, or b) is being stored for over a month in a driveway without being used, is prohibited. No vehicle shall be parked on the streets in the Oak Tree Park Development on a regular basis, or for more than a twenty-four (24) hour period. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

8.2 Easements Granted By Board of Directors. The Board of Directors reserves for itself and for the Owner of each Lot the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi- public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

8.3 Easements In Favor of Owners. The Owner of any Lot abutting the Common Areas and who must, in order to avail himself or herself of utilities, enter or cross the Common Areas, shall have an easement to do so provided that such Owner shall use the most direct and feasible route in entering upon and crossing the Common Areas (unless that requirement is waived in writing in advance by the Board of Directors) and shall restore the surface of the land so entered or crossed to its original condition at the expense of the Owner.

ARTICLE IX
RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No one may re-arrange, re-subdivide or re-plat any part of the Oak Tree Park Development except as allowed by law, approved by the ARC, and the consent of the Board.

ARTICLE X
SIGNS, BILLBOARDS, ANTENNAS AND STORAGE TANKS

10.1 Signs and Yard Ornaments. All signs must be set back a minimum of ten (10) feet from the curb. If visible from a street, a reasonable display of sculpture, lawn ornaments, and

the like in keeping with the Community-Wide Standard shall be permitted without the written consent of the ARC.

Signs: Subject to the restriction that no sign shall be located within any Common Area, the following sign standards shall apply.

A. Real Estate Signs: Temporary, non-illuminated, real estate signs indicating the availability for sale, rent, or lease of a specific Lot upon which this sign is erected or displayed are approved without application, provided the sign does not exceed five (5) square feet in total area, does not exceed four feet (4') in height, and the Lot is restricted to one (1) sign per street frontage. Such signs are to be removed immediately following sale closing or rental occupancy of the property. Such signs may not be placed on any fence. Open House signs shall conform to the above dimensions, are limited in number to six (6), shall be placed only upon the owner's Lot or within the public right-of-way for the duration of the open house, and shall not block or interfere with traffic visibility. All signs must also meet local sign codes.

B. Garage Sale Signs: A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet and may be posted for the period of the garage sale only. Such signs may not block or interfere with traffic visibility, and shall be posted only on the Owner's Lot or within the public right-of-way.

C. Political Signs. Signs depicting the name and office of a legitimate political candidate who has filed for a present political race or issue on a pending ballot vote are allowed, provided such signs do not exceed a maximum area of three square feet. Such signs may not be erected any earlier than sixty (60) days prior to the primary or general election and shall be removed the day after elections pertaining to the candidate's race or ballot vote. All signs depicting political slogans and information other than the candidate's name and office shall receive prior ARC approval.

D. Other Signs. All other signs, including but not limited to, posters, billboards, advertising devices, or displays of any kind, are not permissible for posting on any Lot without the prior written consent of the ARC.

10.2 Antennas. Except as required by the Telecommunications Act of 1996, no external radio, television or other antennas of any kind or nature (including, but not limited to, satellite dishes or other devices for the reception or transmission of electronic, radio, microwave or other similar signals) be placed, or maintained upon any portions of any Lot visible from the front facing view of the Residence.

10.3 Storage Tanks. No exterior storage tanks for fuel or anything else shall be allowed on any Lot.

ARTICLE XI
GENERAL RESTRICTIONS AND ADOPTIONS
OF ADDITIONAL REGULATIONS

11.1 Single Family Occupancy. No Lot shall be occupied by more than a Single Family or other than by a Single Family.

11.2 Detached Buildings. No Residence or other structure shall be moved to Oak Tree Park Development from another location. No detached structure or building for primarily ornamental, storage or other purposes shall exceed 500 square feet in size or be erected on any part of any Lot without the prior consent of the ARC as required by Article VI of this Declaration, provided that trailers associated with construction, development and sales work shall be permitted on a limited basis. No detached buildings shall violate any Development or Lot setbacks.

11.3 Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the ARC during initial construction within Oak Tree Park Development, no tent, shack, trailer, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any other part of Oak Tree Park Development. However, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board of Directors, provided that temporary structures associated with construction, development and sales work shall be permitted.

11.4 Animals. The keeping or housing of livestock, horses, swine, poultry, or animals or fowls of the kind and character shall be prohibited on any Lot, except with respect to dogs, cats and other customary domestic pets (the "Permitted Pets"), provided such Permitted Pets shall not be kept, bred or maintained for any commercial purpose, and any Permitted Pet shall be kept indoors or in a fenced backyard at all times, as appropriate, or restrained on a leash. Permitted Pets shall be kept in such a manner so as to cause no noxious, offensive, or annoying condition to another Lot Owner.

11.5 Permitted Uses. No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any Residence or building of any sort, or upon any portion of any Lot.

11.6 Offensive Activity. No trade, church, business, commercial, noxious or offensive activity shall be permitted anywhere in Oak Tree Park Development, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the Development. No Lot or any structure thereon shall be permitted to become, in the sole judgment of the Board of Directors, unsightly.

11.7 Generators. No wind powered electric generators of any kind shall be erected in Oak Tree Park Development.

11.8 Solar Collection Devices. Plans for such devices shall be submitted to the ARC for approval of aesthetic compatibility with the architectural appearance of other Residences in

Oak Tree Park. Such devices shall be either screened from view from the street or structurally integrated into the Residence as to be architecturally unobtrusive when viewed from the street.

11.9 Carports. There shall be no carports within the Oak Tree Park Development.

11.10 ATVs, UTVs or Carts and Golf Carts. The use of ATVs (all-terrain vehicles), UTVs, "go carts" and similar motorized vehicles within Oak Tree Park Development is prohibited. Except as otherwise provided by law, the use of golf carts by licensed drivers on the streets and parking areas of the Oak Tree Park Development is allowed. The use of golf carts or any motorized vehicle on the walking paths, sidewalks and other Common Areas of the Development is prohibited.

11.11 Structures Impeding Drainage or Easements. No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of any part of Oak Tree Park Development, including but not limited to any area designated on the Plat as a storm-water management area or any area which has been intentionally contoured to facilitate drainage, except that, with the prior consent of the City of Edmond and the Board of Directors, non-permanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.

11.12 Adoption of Additional Regulations. The ARC with approval from the Board of Directors shall have the right to adopt such further rules and regulations, from time to time, and as it deems necessary, to regulate the occupancy, use and enjoyment of the Lots and the Common Areas. Upon adoption, any such rules and regulations shall be binding upon all parties having or acquiring any right, title or interest in any Lot.

ARTICLE XII **RIGHTS, POWERS AND DUTIES OF THE ASSOCIATION**

12.1 Powers of the Association. The Association, in addition to all other rights, powers and duties contained herein and in its Certificate of Incorporation and Bylaws, shall have all powers, rights and privileges of a corporation organized under the Oklahoma General Corporation Act.

12.2 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner and the Association shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other charges for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.3 Attorney Fees. In the event action is instituted to enforce any of the provisions contained in this Amended Declaration or the Bylaws of the Association, 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: Provided, if an Owner is delinquent in the payment of their assessment account, either regular or special, all attorney fees and legal costs associated with the collection of such delinquent assessment account shall be assessed back against the responsible Owner's account as a Specific Assessment as allowed by this Amended Declaration and the Bylaws of the Association.

12.4 Conflicts. In the event of a conflict between the provisions of this Amended Declaration and the Bylaws of the Association, the provisions of this Amended Declaration shall control. In the event of a conflict between the Bylaws of the Association and any rules or regulations adopted by the Board of Directors of the Association, the provisions of the Bylaws shall control.

12.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12.6 Amendment. The covenants and restrictions of this Declaration shall run with and bind the Development, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended at any time by a written instrument signed by Members entitled to cast sixty percent (60%) of the votes eligible to be cast by the Members at any regular or special meeting of the Members.

[SIGNATURE PAGES/BALLOTS FOLLOWING]

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF OAK TREE PARK 2ND ADDITION, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL OF OAK TREE PARK 3RD ADDITION, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL OF OAK TREE PARK 4TH ADDITION, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL OF OAK TREE PARK 5TH ADDITION, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

EXHIBIT “B”**BYLAWS OF OAK TREE PARK HOMEOWNERS ASSOCIATION, INC.****ARTICLE I**
DEFINITIONS

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration to which these Bylaws appear as an Exhibit.

ARTICLE II
MEMBERSHIP AND VOTING

2.1 Membership. The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within the Properties. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within the Properties. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association shall be governed by the Governing Documents.

2.2 Annual Meetings. The annual meeting of the Members shall be held on such date as determined by the Board of Directors, but not less than annually.

2.3 Special Meetings. The meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a minimum of 25% of the Members who are entitled to vote, and such request shall state the purpose or purposes of the proposed meeting. Business at a special meeting so called shall be limited to the purpose or purposes stated in the call for such meeting.

2.4 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by emailing or mailing a copy of the notice, postage prepaid, at least fifteen (15) days before such meetings to each Member entitled to vote thereat, addressed to the Member’s address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice of meeting shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

2.5 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes shall be provided to the Owners at least fifteen (15) days prior to the new meeting, which may be combined with the first meeting notice, at which meeting the

number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of Owners present either in person or by proxy shall be required to transact the business of the meeting.

2.6 Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary and be in accordance with applicable law. Each proxy shall be revocable and shall automatically cease upon conveyance of the Lot of the Member who had given the proxy or by the Member's attendance at the meeting.

2.7 Voting. Members shall be all those persons or entities entitled to membership as defined in Article II. Except as otherwise provided within the Declaration, Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; however, in no instance may more than one vote be counted per Lot. Persons holding title to an Excluded Lot and any Member delinquent in any assessment or obligation under the Declaration and/or Bylaws shall not be in good standing. Persons and Members not in good standing shall be prohibited from exercising any Association vote, utilizing the Common Areas, or otherwise enjoying the benefits of the Association. Votes may also be cast electronically following such procedures as determined by the Board.

ARTICLE III **BOARD OF DIRECTORS**

3.1 Number and Initial Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors. Terms of the Directors shall be for two-year periods staggered as the Board members determine among themselves.

3.2 Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, their successor shall be appointed by the remaining Directors to serve until such time as the Members of the Association shall elect a new Director, either at the next annual Members meeting, or at a special meeting called for that purpose. Such new Director shall serve for the unexpired term of their predecessor.

3.3 Compensation. No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

3.4 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.5 Number, Qualification and Appointment. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made

from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominees must be Members of the Association and must be current on the payment of their assessment account.

3.6 Election. Election to the Board of Directors shall be by secret written ballot, if requested by any Member. At the election, one Member per Lot, or their proxy, may cast one (1) vote for each vacancy. In no instance may more than one vote be counted per Lot per vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

3.7 Regular Meetings. Regular meetings of the Board of Directors shall be held no less than quarterly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director at least three (3) days prior to the date set for such meeting. If a regularly scheduled meeting should fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

3.8 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than eight (8) hours' notice to each Director providing the time, place and purpose of such special meeting.

3.9 Waiver of Notice. Before or at any meeting of the Board of Directors, whether regular or special, any Director may waive the right to prior notice of such meeting, and such waiver shall meet the requirements of the giving of notice. Attendance of any Director at a meeting of the Board of Directors shall be deemed to be the equivalent of a waiver of the giving of such notice.

3.10 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. An act or decision of the Board of Directors shall require the vote of a majority of the Directors present at a duly held meeting at which a quorum is present.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Powers. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Properties in accordance with the purposes of the Association as set forth in the Articles of Incorporation, as amended, the Declaration, and these Bylaws. The Board of Directors may do all such acts and things except as prohibited by the statutes of the State of Oklahoma, the Articles of Incorporation, as amended, the Declaration, and these Bylaws. Such powers and duties shall include, but are not limited to, the following:

A. To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests, licensees and tenants, and to establish penalties, including, but not limited to, the power to levy fines for the infraction thereof, these fines to be considered specific assessments to the responsible Owner under the provisions to these Bylaws and the Declaration;

B. To suspend the voting rights and right to use of the Common Area and facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;

C. To suspend the right to use of the Common Area and facilities after notice and hearing for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

D. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Incorporation, as amended, and the Declaration;

E. To have the discretion to declare the office of a Member of the Board of Directors to be vacant in the event the Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

F. To employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;

G. To take such actions as is provided for and allowed by the provisions of these Bylaws, the Articles of Incorporation, as amended, and the Declaration as the Board of Directors may from time to time determine to be necessary to enforce the covenants, conditions and restrictions, and rules and regulations governing the Oak Tree Park Development, including the authority to bring legal action in the name of the Association to enforce such provisions.

4.2 Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when the statement is requested in writing by Members having one-third (1/3rd) of the votes. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. Copies may be purchased at a reasonable cost;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. Pursuant to the provisions of the Declaration and the Articles of Incorporation, as amended, to prepare the annual budget of the Association and to determine the amount of the annual Assessments, and to levy and collect the same, together with all special and specific

Assessments as may be levied by the Board of Directors from time to time.

D. Collect all delinquent Assessments, whether regular or special, and fines by suit or otherwise, and to enjoin or seek damages from an Owner who is in default of the provisions of the Declaration or these Bylaws. To further levy and assess late fees and finance charges on any Member account that is delinquent in the payment of any regular or special or specific Assessment in such amounts as the Board of Directors may determine in its judgment to be reasonable and necessary to assure compliance with the requirements of the Declaration and these Bylaws, and to assess against a Member's account all attorney fees and other legal costs incurred by the Association in collection of a delinquent account.

E. Issue, or to authorize an appropriate officer to issue, upon request by an appropriate party, a certificate setting forth the status of a Member's Assessment account. A reasonable charge may be made by the Board of Directors for the issuance of such a certificate. If a certificate states an Assessment is current and paid in full, the certificate shall be conclusive evidence of payment;

F. Insure, and keep insured, all of the Common Areas and the personal property of the Association in an amount equal to their replacement value, or such other amount as deemed appropriate by the Board of Directors;

G. Cause the Common Area and other areas which are the responsibility of the Association to be maintained.

ARTICLE V OFFICERS AND THEIR DUTIES

51 **Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

52 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors in April following each annual meeting of the Members.

53 **Term.** The officers of this Association shall be elected annually by the Board of Directors and each shall serve for not more than two (2) years unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

54 **Special Appointments.** The Board of Directors may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

55 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. A resignation shall take effect on

the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

56 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to a vacancy shall serve for the remainder of the term of the officer they replace.

57 **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. Other than the foregoing, no person shall simultaneously hold more than one (1) of any of other offices except in the case of special offices created pursuant to Section 5.4 of this Article.

58 **Duties.** The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of the Association's business has been delegated to a management company as provided by these By-Laws) and promissory notes.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members;; serve notice of meetings of the Board of Directors and of the Members; keep or oversee the keeping of appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board of Directors.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall have the power to co-sign all checks and promissory notes of the Association; keep proper books of account; cause a review of the books of account for the Association to be made annually by a certified public accountant and a report prepared for the benefit of the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and shall deliver a copy to each of the Members.

ARTICLE VI **AMENDMENTS AND CONFLICTS**

6.1 **Amendment of Bylaws.** Except as otherwise provided by law, these Bylaws may be amended by a vote of a majority of the Members voting at a regular meeting of the Association, or at a special meeting called for that purpose, provided that the number of Members casting votes thereon constitutes at least a majority of the total number of Members,

present in person or by proxy, entitled to vote at a regular or special meeting of the Association. Such vote may be either in person or by proxy, tendered either electronically or in paper form.

6.2 Conflicts. In the case of any conflict between the provisions of these By-Laws and the Declaration, the provisions of the Declaration will control.

ARTICLE VII **MISCELLANEOUS**

7.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

7.2 Due Process. Before any fine or other punitive action may be taken by the Association against an individual Member for a violation of the provisions of these Bylaws, the Declaration or the duly adopted rules and regulations of the Association, such Member shall be given written notice at their mailing address on file with the Association of the violation and the action to be taken, and shall be allowed an opportunity to appear before the Board of Directors within ten (10) days to give evidence regarding the alleged violation, and why the proposed action to be taken by the Board of Directors should not be imposed or should be mitigated. The Board of Directors shall fairly consider all evidence and shall render a decision within two (2) days of such presentation.

7.3 Severability. Invalidation of any of the provisions of these Bylaws by a court of law shall in no manner affect the validity of the remaining provision hereof.

7.4 Indemnity of Officers and Managers Each director, officer, manager, committee member, and agent shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them by judgment or settlement in connection with any proceeding to which they may be a party or in which they may become involved by reason of them being or having been a manager or an officer of the Association, except in cases of fraud, gross negligence or bad faith of the manager or officer in the performance of their duties.

IN WITNESS WHEREOF, a sufficient percentage of the Members adopted these Amended Bylaws on the date written above.

EXHIBIT "C"**Enforcement Policy and Specific Assessments Schedule**

Below is the Enforcement Policy and Fine (Specific Assessment) Schedule for Oak Tree Park. The primary objective for the Board of Directors Rules Enforcement Policy is Governing Documents compliance. The referenced sections (§) below are from the Amended and Consolidated Declaration of Covenants, Conditions and Restrictions to which this Exhibit is attached.

Schedule of Specific Assessments

\$100 per month – Modification, Design, and Structures Violations: including but not limited to those design and structure restrictions within Declaration Article VI, X, and XI.

\$100 per week - Plus all other remedies. Failure to Maintain Lot Violation: including but not limited to failure to maintain structures, landscaping and fences §6.6. At the Board of Directors discretion, the Association may take such steps as provided within the Declaration to remedy the Lot violation and levy a Specific Assessment against the Lot Owner.

\$200 per month - Architectural Violations: including but not limited to violations of Article VI related to unapproved changes - (An Architectural Review Committee Application must be submitted and approved before any architectural improvements can be made. If the application is not submitted and approved prior to commencement of the work, fine can be imposed from the day work began, after the appropriate notice and hearing)

\$100 a week - Plus all other remedies. Parking and Storage §8.1 and §11.11: For violation of any street parking, storage, or driveway parking of any vehicle, including but not limited to ATVs, golf carts, RVs, and boats of any kind, including the remedy of removing the vehicle.

\$200 per month - Article XI Violations including but not limited to Detached Buildings, Mobile Homes, ATVs, and "Offensive" activities or actions that negatively impact other Lot Owners or are otherwise deemed offensive by the Board under § 11.6.

This above list is not complete or comprehensive. All other violations not listed or specified above will result in reasonable fines up to \$100.00 per week for the first violation.

The payment of any and all legal fees and costs incurred by the Association to enforce violations or collect fines shall be the responsibility of the homeowner.

Specific Assessments Procedure

First Violation Notice: A courtesy letter shall be sent to the Lot Owner citing the specific violation(s) and requesting either correction of the violation(s) or response by the Owner to negotiate a timeline for correction within 21 days.

Second Violation Notice: A letter shall be sent to the Lot Owner giving them notice of an opportunity to appear at a hearing before the Board of Directors (or their appointed designees) to address the cited violation(s). The letter will identify the nature of the violation(s), date, time and location of the hearing. If the Lot Owner fails to appear at the hearing or provide written evidence on his/her behalf, a monetary penalty will then be imposed against the Lot Owner. If the Lot Owner offers a specific abatement plan with target dates for compliance, the Board may waive continuing monetary penalties at its discretion. The Board of Directors will notify the Lot Owner in writing of its decision.

Continuing Violation: The Board may impose a continuing monetary penalty, assessed on a monthly basis from the date of the First Violation Notice, without additional notice or hearing, until the infraction or violation has been remedied. A continuing violation is a violation of an ongoing nature, which has not been corrected.

Repeat Violation: A repeat violation occurs when a person violates the same provision of the Governing Documents more than once within a twelve-month period and has previously been afforded notice and an opportunity for hearing for such violation. Upon a repeat violation, a notice of the repeat violation shall be sent to the Lot Owner, no hearing shall be scheduled unless requested in writing by the Lot Owner, and the Board may assess double fines.