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For the Recorder

**AMENDMENT TO THE @@ FILED AT BOOK @@, PAGE @@ FOR THE @@
ADDITION LOCATED WITHIN THE CITY OF @@, @@ COUNTY, STATE
OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO**

This Amendment to the restrictive covenants entitled “@@” (the Covenants) is made effective as of the date of filing by the owners of Lots within @@ to the City of @@@, @@ County, State of Oklahoma (the Addition), according to the recorded plat, as such owner votes are recorded in the corporate records of the Association, and as evidenced by the signature pages attached hereto.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Addition is a platted addition to @@ County, such Deed of Dedication and Plat being recorded within the @@ County Clerk’s Office at Plat Envelope Number @@ and Book 1036, Page 1 and being particularly described as set out within Exhibit “1” attached to this Amendment.

WHEREAS, the Covenants to the Addition were recorded within the @@ County Clerk’s Office at Book @@, Page @@.

WHEREAS, the owners of parcels within the Addition desire to add a new section to the Covenants for the purpose of creating, establishing, and organizing a neighborhood association for the Addition that requires the mandatory participation of 1) those parcel owners presently declaring their lot(s) to the newly created neighborhood association, and 2) all successors in interest of the parcels owners at the time this amendment is recorded. Unless a record owner declares their present intent to belong to the association, participation in the owners association shall not be mandatory for persons who are record owners of parcels within the Addition at the time the Amendment is filed of record, but such participation shall be mandatory for all successors-in-interest of the record owners.

WHEREAS pursuant to notice and meeting, a sufficient percentage of record owners of parcels within the Addition voted to amend the Covenants and to approve the Amendment, the ballots of such owners voting to approve being attached hereto.

WHEREAS copies of the signature pages and/or proxies of such owners are contained in the corporate records of the Secretary of the Association, with copies of the same retained in the files of Matthew L. Winton, Esq. of the firm Vaughn, Winton & Clark^{pllc};

NOW THEREFORE, the Covenants to the Addition are hereby amended to add the following language.

SECTION 17 – OWNERS ASSOCIATION

17.1 DEFINITIONS. The terms used in the Governing Documents shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below. If not defined herein, capitalized terms shall be defined as set forth in the Amendment, as applicable.

1. "**Association**": The community association created by this amendment, which may be incorporated at any time as an Oklahoma nonprofit corporation, its successors or assigns.
2. "**Base Assessment**": Assessments levied on all Lots subject to assessment to fund Common Expenses for the general benefit of the Addition, as determined in accordance with Section 17.3.
3. "**Board of Directors**" or "**Board**": The body responsible for administration of the Association, selected as provided in the By-Laws. Unless otherwise specifically noted, any reference to the Board in the Governing Documents means the Association board.
4. "**Common Area**": All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
5. "**Common Expenses**": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Area.
6. "**@@**" or the "**Addition**": The real property described in **Exhibit "1"** attached hereto.
7. "**Governing Documents**": A collective term referring to the Covenants, this Amendment and any applicable amendments, the By-Laws of the Association, (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), the rules, regulations, and resolutions as they may be amended.
8. "**Lot**": A portion of the Addition, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family, as such Lots are more particularly set out in the Plat. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.
9. "**Member**": Any Person subject to membership in the Association pursuant to Section 17.2

and responsible for the payment of assessments under Section 17.3.

10. "**Owner**": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
11. "**Person**": A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.
12. "**Plat**": The recorded instrument within the @@ County Clerk's Office at Plat Envelope Number @@ and Book @@, Page @@.
13. "**Record**," "**Recording**," or "**Recorded**": To file, filing, or filed of record in the official records of the @@ County Clerk, State of Oklahoma. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.
14. "**Special Assessment**": Assessments levied in accordance with Section 17.3.3.
15. "**Specific Assessment**": Assessments levied in accordance with Section 17.3.4.

17.2 THE ASSOCIATION AND ITS MEMBERS

17.2.1 Function of Association. The Association is the entity responsible for management, maintenance, operation and control of the Common Area and generally to serve the health, safety, and welfare of the Owners and Members. The Association shall perform its functions in accordance with the Addition Governing Documents and the laws of the State of Oklahoma.

17.2.2 Membership; Voting. The Owner of each Lot shall be a Member of the Association either because such Owner 1) presently declared themselves to be a Member of the Association at the time of such Owner's vote to approve this Amendment, or 2) such Owner is a successor in title to an Owner at the time of this Amendment's adoption. Membership is appurtenant to and cannot be separated from ownership of a Lot. There is only one membership per Lot. There is only one class of membership. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and any restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners; however, only one vote per Lot shall ever be cast in any voting matter, to be determined as co-Owners decide. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in writing and delivered to the Secretary of the Association.

17.3 ASSOCIATION FINANCES

17.3.1 Budgeting and Allocating Common Expenses. Prior to or contemporaneous with the invoicing of assessments, the Board may prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 17.3.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 17.3.5.

The first Base Assessment approved by the record owners is **\$175.00**. Thereafter, the Association is hereby authorized to levy Base Assessments in that same amount as last assessed against all Lots subject to assessment to fund the Common Expenses.

The Board may revise the budget and seek adjustment of the Base Assessment from time to time during the year. Notwithstanding any provision to the contrary, the Board shall obtain the concurring vote of not less than sixty percent (60%) of the record owners of parcels for any change in the Base Assessment amount.

17.3.2 Budgeting for Reserves. The Board may prepare and review at least annually reserve budgets for the Common Area. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget adopted pursuant to Section 17.3.1, capital contributions to fund reserves in amounts sufficient to meet projected needs with respect both to amount and timing by annual contributions over the applicable budget period.

17.3.3 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Amendment, any Special Assessment shall require the affirmative vote or written consent of Members representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

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

(1) 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

(2) for fines, penalties, and costs incurred in bringing a Lot into compliance with Addition 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; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Board established procedures, before levying any Specific Assessment under this subsection. A fine schedule may be adopted by the Board and any fine schedule so adopted shall be first mailed to each Owner prior to its enforcement.

17.3.5 Authority To Assess Owners; Time of Payment. The Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in Addition Governing Documents against all Lots whose Owners are Members.

Unless otherwise required or provided for by the Board, Base Assessments shall be due and payable in advance on January 31st of each calendar year. Otherwise, Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Members with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. If any Member is delinquent in paying any assessments or other charges levied on their Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

17.3.6 Obligation for Assessments. Each Owner who is a Member, and each Owner of a Lot who takes title subsequent to the filing of this Amendment, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Oklahoma law), late charges as determined by Board resolution, costs of collection, and reasonable attorneys' fees and costs, and any other costs, fees or charges authorized herein or elsewhere in the Governing Documents shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

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

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

The Association shall, upon written request from an Owner, Mortgagee, or other Person designated by the Owner, furnish a certificate signed by an officer of the Association setting

forth whether assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding upon the Association, the Board, and the Owners. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

17.3.7 Lien for Assessments. All assessments, fines, penalties, and other charges of the Association authorized in this Section or elsewhere in this Amendment or the Governing Documents shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), fines, and costs of collection (including attorneys' fees and costs, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by any means permissible under Oklahoma law, including foreclosing such lien under 60 O.S. §852. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. Notwithstanding any other provision of these Covenants, no governmental authority or public utility shall be liable for assessments on any Lot dedicated to and accepted by the governmental authority or public utility ("Dedicated Property") which arose prior to its acceptance of such Lot. Dedicated Property shall include, without limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements, and easements in favor of the City of @@ or municipal use property.

IN WITNESS WHEREOF, the undersigned owners have approved, adopted, and executed the foregoing Amendment.

[SIGNATURE PAGES FOLLOWING]