

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VINTAGE GARDENS
A/K/A VINTAGE GARDENS I**

(Recorded January 18, 2000, and As Amended October 12, 2011 and June 29, 2018)

<u>TABLE OF CONTENTS</u>	<u>Page</u>
<u>AMENDMENT TO THE DECLARATION, June 29, 2018</u>	2
<u>AMENDMENT TO THE SECOND AMENDMENT, October 12, 2011</u>	3
<u>SECOND AMENDMENT, January 18, 2000</u>	5
Article I — Definitions	5
Article II — Scope of Declaration	8
Article III — Property Rights	9
Article IV — Easements	11
Article V — Use and Other Restrictions	13
Article VI — Architectural Control	18
Article VII — The Association	19
Article VIII — Assessments	22
Article IX — Maintenance	26
Article X — Insurance	27
Article XI — Mortgagee’s Rights	31
Article XII — Condemnation Procedure	33
Article XII — Party Walls	33
Article XIV — Duration and Amendments	34
Article XV — General Provisions	36
Signature Page to Second Amendment of DCCR’s	37
Index	39
Disclaimer and Release Authorization	41

**FOR THE RECORDER
AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF VINTAGE GARDENS, A/K/A VINTAGE GARDENS I,
OKLAHOMA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT
THERETO**

(Amendment to Declaration Recorded June 29, 2018)

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Vintage Gardens is on file within the Oklahoma County Clerk's office at Book 6767, Page 608 (the Declaration) for the Vintage Gardens Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma, (the Addition). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

WHEREAS, an Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 6771, Page 0045 (the First Amendment) for the Addition.

WHEREAS, the Second Amendment to the Declaration is on file within the Oklahoma County Clerk's office at Book 7764, Page 1967 (the Second Amendment) for the Addition.

WHEREAS, an Amendment to the Second Amendment is on file within the Oklahoma County Clerk's office at Book 11746, Page 1271 (the Third Amendment) for the Addition.

WHEREAS, the Declaration is and this Amendment shall be pressed against each unit within the Addition, according to the replat recorded within the Oklahoma County Clerk's office at Book 56, Page 34.

WHEREAS, Article XIV, Section 1 of the Declaration provides that the owners of units within the Addition may amend the Declaration.

WHEREAS, this Amendment is made effective as of the date of filing by a sufficient percentage of unit owners.

NOW THEREFORE, the following amendments to the Declaration are:

- 1) adopted by the Owners;
- 2) to run with the land and each unit within the Addition;
- 3) for the protection of property values, the health, the welfare, and safety of the owners;
- 4) deemed reasonable in both procedure and substance by the owners;
- 5) shall be binding on the owners, their heirs, successors, and those having any right, title, or interest to the units and shall inure to the benefit of each owner, and
- 6) may be enforced by the owners and The Homeowners' Association of the Vintage Garden Homes, Inc. (the Association).

AMENDMENT: (Merged to this Second Amendment to the DCCR's)

NEW SECTION: Article III, Section 3 of the Declaration is hereby deleted in its entirety and replaced.

EFFICACY OF COVENANTS. All provisions of the Declaration not expressly amended herein remain unamended, unaltered, in full force and effect, and ratified by the owners.

[SIGNATURE PAGES FOLLOWING]

(Note: Comprised of 56 of 80 property owners notarized Yea votes. Because the Declaration has been on file for over 15 years, the Vintage Gardens Board of Directors elected to use the 60% approval of owners to pass this Amendment as authorized by Oklahoma Statute 11-42-106.1)

Exhibit "A"

ALL LOTS AND BLOCKS WITHIN VINTAGE GARDENS ADDITION, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

**FOR THE RECORDER
AMENDMENT TO THE SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF VINTAGE GARDENS, A/K/A
VINTAGE GARDENS I, OKLAHOMA COUNTY, OKLAHOMA ACCORDING TO THE
RECORDED PLAT THERETO**

(Amendment to Second Amendment Recorded October 12, 2011)

WHEREAS, the Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Vintage Gardens, A/K/A Vintage Gardens I, is on file within the Oklahoma County Clerk's office at Book 7764, Page 1967 (the Declaration) for the Vintage Gardens Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma, (the Addition).

WHEREAS, the Declaration is and this Amendment shall be pressed against each Lot in every Block to the Addition, having a legal description of:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION FIVE (5), TOWNSHIP THIRTEEN NORTH (T. 13 N.), RANGE THREE WEST (R. 3 W.), INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF THE NW/4 OF SAID SECTION 5;
THENCE S. 00° 00' 14" W., A DISTANCE OF 1950.00 FEET;
THENCE S. 89° 59' 46" E., A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;
THENCE S. 44° 59' 46" E., A DISTANCE OF 35.36 FEET;
THENCE S. 89° 59' 46" E., A DISTANCE OF 170.00 FEET;
THENCE S. 00° 00' 14" W., A DISTANCE OF 60.00 FEET;**

**THENCE S. 89° 59' 46" E., A DISTANCE OF 900.00 FEET;
THENCE S. 00° 00' 14" W., A DISTANCE OF 750.00 FEET;
THENCE N. 89° 47' 12" W., A DISTANCE OF 727.60 FEET;
THENCE N. 00° 00' 14" E., A DISTANCE OF 313.00 FEET;
THENCE N. 89° 47' 12" W., A DISTANCE OF 367.40 FEET;
THENCE N. 00° 00' 14" E., A DISTANCE OF 518.00 FEET TO THE POINT OF BEGINNING;
CONTAINING SAID TRACT 16.43 ACRES, MORE OR LESS.**

WHEREAS, the Declaration provides that the Owners of Lots within the Addition may amend the Declaration.

WHEREAS, Owners of no less than 75% of all the interests in the Lots, along with any necessary concurrence of a holder of a qualifying encumbrance, adopted this Amendment at a meeting after proper notice.

NOW THEREFORE, the following amendments to the Declaration are:

- 7) adopted by the Owners;
- 8) to run with the land and each Lot within the Addition;
- 9) for the protection of property values, the health, the welfare, and safety of the Owners;
- 10) deemed reasonable in both procedure and substance by the Owners;
- 11) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Owner, and
- 12) may be enforced by the Owners and the Homeowners' Association of the Vintage Garden Homes, Inc.

AMENDMENTS: (Merged to this Second Amendment to the DCCR's)

- 1) Article I, Section 16 is hereby deleted in its entirety and replaced
- 2) Article I, Section 22 is hereby added
- 3) Article VII, Section 1(k) is hereby deleted in its entirety and replaced
- 4) Article IX, Sections 2, 3, 4 and 5 are hereby deleted in their entirety and replaced
- 5) Article X is hereby deleted in its entirety and replaced (includes Sections 1-8)
- 6) Article XIV, Section 1 is hereby deleted in its entirety and replaced

EFFICACY OF COVENANTS. All provisions of the Declaration not expressly amended herein remain unamended, unaltered, in full force and effect, and ratified by the Owners.

[SIGNATURE PAGES FOLLOWING]

(Note: Comprised of 80 of 80 property owners notarized Yea votes to accept the entire amendment and 15 mortgagee consents.)

**SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VINTAGE GARDENS
A/K/A VINTAGE GARDENS I**

(Recorded January 18, 2000, and As Amended October 12, 2011 and June 29, 2018, Merged)

Whereas, Declarant (as hereinafter defined) was the owner of the real property situated in the county of Oklahoma, more particular described on Exhibit "A" hereto attached and made a part hereof (hereinafter the "Property"); and,

Whereas, Declarant did construct a single family attached home development and green belt areas on the property above described, together with other improvements thereon (hereinafter the "Project"); and,

Whereas, Declarant did convey the Property subject to the protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the original Declaration of Covenants, Conditions and Restrictions recorded in book 6767, Page 608-647 on July 17, 1995 (the "Declaration") as amended by that certain document filed on July 26, 1995 at book 6771, pages 45-46 (the "First Amended Declaration"), all pursuant to Oklahoma's Real Estate Development Act. (Title 60 O.S. 1971, Section 851-855, as Amended); and,

Whereas, under Article XIV of the Declaration the Owners of the Project may amend the Declaration; and,

Whereas, the Owners of the Project have deemed it appropriate to amend the Declaration and First Amended Declaration as set forth herein.

NOW, THEREFORE, the Owners hereby declare that all of the properties described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Assessment Schedule" shall mean the proportion of Common Area expenses assessed for each Lot.

Section 2. "Association" shall mean and refer to The Homeowners' Association of Vintage Garden Homes, Inc., a non-profit Oklahoma corporation.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association.

Section 4. "Bylaws" shall mean the Bylaws adopted by the Association as amended from time to time.

Section 5. "Common Area" shall mean that property so described on the recorded plat of Vintage Garden and, in addition, all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is that reflected in said Plat, together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners and, in general, all apparatus and installations existing for common use, and all other parts of the properties necessary or convenient to its existence, maintenance and safety, but not including Lots or Dwelling Units as herein described.

Section 6. "Common Area Expenses" shall mean the pro-rata share of the general common expenses including, but not limited to, the Common Area maintenance, repairs, utilities, management costs, maintenance and operation of Drainways, reserves, capital improvements, assessments and all other charges which the Association may assess or levy upon the Owners in accordance with this Second Amended Declaration.

Section 7. "Declarant" shall mean Vintage Builders L.L.C., an Oklahoma Limited Liability Company, its successors and assigns.

Section 8. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Vintage Garden, as same may be amended from time to time.

Section 9. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, pergolas, greenhouses and any temporary structures.

Section 10. "Drainway" shall mean and refer to all channels, watercourses, draws, depressions, and ditches, whether or not any of these shall constitute recognizable ravines or gorges of any size, and whether natural or artificial, over and in which surface water flows or is meant to flow.

Section 11. "Dwelling Unit" shall mean and refer to the single family attached constructed or to be constructed on each Lot and any replacement thereof, including any patio, fence and/or wall, along with the real property underlying the same, as described in the deed to such Dwelling Unit.

Section 12. " Dwelling Unit Exterior" shall mean and refer to the roof, foundation, steps, footings, patios, fences, retaining walls, Drainways, and outer surface of exterior walls of the Dwelling Unit, including, without limitation, those portions which serve more than one Dwelling Unit.

Section 13. "First Amended Declaration" shall mean that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Vintage Garden as filed on July 26, 1995 at book 6771, pages 45-46.

Section 14. "Manager" shall mean any duly authorized property manager who may be employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 15. "Owner" shall mean and refer to the record Owner of any Lot and/or Dwelling unit, wither one or more persons or entities, excluding the Declarant and those having an interest under an encumbrance.

Section 16. "Party Wall" shall mean the entire wall or fence, including the roof and foundations thereof which is built as a part of the original improvements on a Lot and is intended to be placed on the boundary line between adjoining Dwelling Units or Lots.
(Section 16 replaced by Amendment, October 12, 2011.)

Section 17. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 18. "Properties" shall mean and refer to all Common Areas, Lots, Dwelling Units and all improvements thereon and thereto which constitute or shall constitute the entire project herein created, known as Vintage Gardens (sometimes in this Second Amended Declaration, the Bylaws of the Association and other documents referred to as the "Project").

Section 19. "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

Section 20. "Second Amended Declaration" shall mean this document titled Second Amendment to Declarations of covenants, Conditions and Restrictions of Vintage Gardens.

Section 21. "Street" shall mean any street, cul-de-sac, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic (except driveways) as shown on any recorded subdivision plat of the Project.

Section 22. "Lot" shall mean a separately numbered parcel of real estate designated on a filed plat for the properties.
(Section 22 added by Amendment, October 12, 2011.)

Article II

SCOPE OF DECLARATION

Section 1. PROPERTY SUBJECT TO DECLARATION.

The Owner expressly intend to, and by recording this Second Amendment Declaration do hereby subject the Properties to the provisions of this Second Amendment Declaration, together with certain variances granted by the City of Oklahoma.

Section 2. CONVEYANCES SUBJECT TO DECLARATION; REFERENCES IN DEEDS, ETC.

All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created reserved or declared by the Declaration and this Second Amended Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at times inure to the benefit of and be binding on any person having at any time an interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of the Declaration, the First Amended Declaration or this Second Amended Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared in the Declaration, the First Amended Declaration or this Second Amended Declaration as though fully and completely set forth in their entirety in any such document.

Section 3. OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS SECOND AMENDED DECLARATION.

Each Owner shall own his/her Lot and Dwelling Unit in fee simple for use as a primary single family attached residence, and shall have full and complete dominion thereof, subject to the provisions of this Second Amended Declaration.

Section 4. EXPANDABLE NATURE OF DEVELOPMENT.

The Declaration provided that additional real property may be annexed to and become subject to the Declaration as set forth therein. Declarant did develop additional real property on a phased basis, resulting in not more than eighty (80) lots being subjected to the Declaration. No Supplemental declaration was executed or filed prior to the time the Owners assumed management of the Project through the Association. It is therefore the intent of the Association and the Owners to subject the property on attached Exhibit "A" to this Second Amended Declaration. The Project shall not be expanded further and no further Lots shall become subject to the Declaration, the First Amended Declaration or this Second Amended Declaration.

Article III

PROPERTY RIGHTS

Section 1. OWNERS' NONEXCLUSIVE EASEMENT OF ENJOYMENT; LIMITATIONS.

Every Owner and his/her immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

- (a) Association Rights to Use and To Grant Easements. The nonexclusive right and easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Second Amended Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Area to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television or other similar services to the Properties.
- (b) Association Right to Make Rules. The Association shall have the right to make such reasonable Rules regarding the use of the Common Area and facilities located thereon by members and other persons entitled to such use, including, but not limited to, the following:
 - (i) Number of Guests. To limit the number of guest of Owners permitted to use any recreational facilities.
 - (ii) Admission. To fix reasonable admission or other fees for use of any recreational facility by the guests of Owners
 - (iii) Voting and Use Rights Suspension. To suspend the voting rights and the rights of an Owner to use the recreational facilities for any period during which any assessment against his/her Lot and Dwelling Unit remains unpaid for thirty (30) days, and for any infraction of the Rules.
- (c) Borrow Money. The right of the Association, with the prior consent of two-thirds (2/3) of the Owners and in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas; provided, however, any such mortgage shall provide that in the event of default, the mortgagee's rights thereunder as to any of such Common Area shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Owners and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners shall be fully restored.

(d) Protect Property. The rights of the Association to take such steps as are reasonably necessary to protect the Properties against foreclosure; and

(e) Other Reserved Rights. The rights reserved in the Second Amended Declaration to the Owners, other persons and the Association.

Section 2. DELEGATION OF USE, NONRESIDENT OWNER.

Any Owner may delegate his/her right of enjoyment of the Common Area to the members of his/her family, tenants, guests or contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use. Any Owner not residing in his/her Dwelling Unit may not use the recreational facilities except as may be provided otherwise by the Rules.

Section 3. LEASE/RENTAL OF DWELLING UNIT; LEASE/RENTALS IN WRITING AND SUBJECT TO DECLARATION; BREACH HEREIN A LEASE/RENTAL DEFAULT.

All units shall be used and occupied only for single family residence purposes by the Owner, by the Owner's family, or the Owner's tenants. At no time, except as required by federal, state or local law or regulation or as required to obtain a purchase money mortgage on a Unit, shall greater than 10% of the total number of Units be non-owner occupied. Leases/rentals or occupancy of a Unit as their primary residence by members of an Owner's family, whether by law, marriage, or adoption, within the second degree of sanguinity (e.g., parents, grandparents, siblings, children or grandchildren) shall be considered owner-occupied in relation to this covenant.

All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, the Association's Articles of Incorporation, Bylaws and the Rules. Only an entire Dwelling Unit may be leased or rented, not any portions thereof. Any failure of a lessee or renter to comply with the terms of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, shall be a default under the lease, enforceable by the Association.

Exceptions due to hardship. In certain cases, in order to avoid hardship, the Board has the right to permit an Owner to lease or rent a Unit even though the 10% leasing and renting cap has been reached. An Owner desiring to lease or rent their Unit shall request a review of their situation by the Board. The Board, in its sole discretion, shall determine whether that situation qualifies for an exemption to the 10% leasing and renting restriction. Examples of hardship that may qualify an Owner for exemption include, but are not limited to:

- a) an Owner's inability to sell their Unit within 90 days of relocation;
- b) an Owner's death (to facilitate management of the estate);

- c) an Owner's temporary relocation (with plans to return to the Unit);
- d) an Owner's membership in the military (if required to relocate and are unable to sell the Unit).

Grandfathered Units. On or before the date this Amendment is recorded with the Oklahoma County Clerk's office, any Owner seeking to qualify their Unit as a Grandfathered Unit shall provide the Association a copy of the executed lease or rental agreement for such Unit, including any information sheet required by the Association. Should any Owner fail to timely register their lease/rental pursuant to this section, that Owner's Unit shall not be classified as a Grandfathered Unit. Should a lease or rental agreement for a Grandfathered Unit not be renewed or otherwise a new lease or rental agreement executed after the expiration of thirty days from the termination of a prior lease or rental agreement, then such Unit shall no longer be a Grandfathered Unit. Upon any transfer in title from the Owner after the time this Amendment is filed, the Unit shall no longer be classified as a Grandfathered Unit and thereafter shall be subject to the terms of the rental restriction. During the course of occupancy of a tenant under this subsection, if a tenant demonstrates a disregard for the provisions of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, the Board of Directors shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupancy beyond the original lease or rental term.
(Section 3 replaced by Amendment, June 29, 2018)

Article IV

EASEMENTS

Section 1. BLANKET EASEMENTS FOR UTILITIES; FOR POLICE, FIRE, ETC.; FOR MAINTENANCE AND REPAIR TO COMMON AREA.

There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Area for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits, and conditions on, above, across and under the roof and exterior walls of the buildings upon the Common Area. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Area and any Lot or Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by the

Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, the Association may grant such easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 2. EASEMENTS FOR ENCROACHMENTS.

If any part of the Common Area encroaches or shall hereafter encroach upon a Lot adjacent thereto, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Dwelling Unit unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach upon the Common Area, or upon another Lot, the Owner of that encroaching Dwelling Unit shall and does have a perpetual easement for such encroachment and for maintenance of the same.

Section 3. EASEMENTS FOR DRAINAGE.

The Association is hereby granted an easement and right of access in, on and through any Lot and Dwelling Unit for the purposes of maintenance, repair, replacement or construction of Drainways as it deems necessary in order to promote the best and most reasonable flow of service water across the Properties. Pursuant to said easement, the Association shall have the right to divert, accentuate or otherwise alter any Drainways across any of the Properties.

Section 4. ZERO LOT LINE.

Zero Lot Line shall mean that line where the building limit line, side set back and/or rear set back lines are the same as lot lines. Zero Lot Lines are permissible within Project as long as a distance of ten (10) feet exists between buildings.

Section 5. CONSTRUCTION OVERHANG EASEMENT.

Any Owner shall have an easement for maintenance, construction rights and access to the property which adjoins his/hers on the Zero Lot Line side for five (5) feet on the adjoining property, to be exercised only during reasonable hours, unless an emergency exists.

Section 6: ENCROACHMENTS.

With respect to the encroachments which are inherent in planned developments, there are reserved for the benefit of each lot, and Owner thereof, the following easements:

- a) A reciprocal easement appurtenant to and over each contiguous lot, for the purpose of accommodating any encroachment of any Party Wall, Party Fence or overhanging structures.
- b) A reciprocal easement appurtenant to and over each contiguous lot, for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Section 7: EASEMENT DEEMED APPURTENANT.

The easements and rights herein created for an Owner shall be appurtenant to the Lot and Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Lot and Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

Article V

USE AND OTHER RESTRICTIONS

Section 1. USE; RESIDENTIAL; NEW CONSTRUCTION.

All of the Properties shall be used for residential purposes and for services, activities and recreational facilities in conjunction with said residential use; for Dwelling Units; and for the maintenance and administration of the aforementioned. All structures erected upon the Properties shall be of new construction and none shall be moved from other locations onto the Properties.

Section 2. PROHIBITIONS; WASTE; ALTERATIONS OF COMMON AREA OR DWELLING UNIT EXTERIOR.

All use and occupancy of the Common Area shall be subject to and governed by the Bylaws and the Rules. No damage or waste shall be committed to the Properties. No Owner shall alter any of the Common Area or any Dwelling Unit exterior without the prior written consent of the Architectural Control Committee. Nothing shall be done within the Properties which would impair the structural integrity of any improvement located on the Properties.

Section 3. NO IMPERILING OF INSURANCE.

Nothing shall be done within the Properties which might result in an increase in the premiums of insurance obtained for any portion of the Properties of which might cause cancellation of such insurance, except with the prior written consent of the Board of Directors of the Association.

Section 4. NO VIOLATION OF LAW.

Nothing shall be done within the Properties which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

Section 5: NUISANCES; OFFENSIVE ACTIVITY; HAZARDOUS ACTIVITY; DUMPING GROUND; GARBAGE STORAGE AND DISPOSAL.

No noxious or offensive activity shall be carried on upon the Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or the Properties. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person. No part of the Common Area may be used for a dumping ground for garbage, trash or other waste, and the same shall be disposed of in a sanitary manner. All equipment for the storage or disposal of garbage, trash, and waste shall be kept in a clean and sanitary condition. Garbage, trash or waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited.

Section 6. SIGNS.

No signs, billboards or advertising devices of any nature shall be erected or maintained on any part of the Properties. The Association may erect signs or notices for identification purposes in accordance with the applicable state and municipal laws or codes.

Section 7. PETS.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and shall be subject to the rules of any governmental ordinance or law. Dogs must be leashed at all time when outside a Dwelling Unit and the removal of any and all excrement of such dogs shall be the immediate responsibility of the dog's owner, or the Owner of the dwelling Unit where the dog resides or is visiting. Pets constituting a nuisance may be ordered by the Board to be kept within the dwelling Unit of the Owner or ordered expelled from the Properties. A nuisance may include, but is not limited to, excrement not removed from Common Area, excessive noise, damage to Common Areas, damage to the Properties, or perceived danger on the part of any resident. Any Owner who causes any animal to be brought or kept within the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

Section 8. TRASH AND UNSIGHTLY USES; ASSOCIATION RIGHT TO ENTER AND REMOVE; VIEW FROM COMMON AREA OR DWELLING UNIT.

Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit exterior. The Association shall have the right to enter upon any Lot and Dwelling Unit exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner. Upon due notice to an Owner and failure of such Owner to comply with this Section, such entry by the Association or its representatives shall not be deemed a trespass. The Association shall make Rules concerning storage and collection of trash. All clotheslines or drying equipment, garbage cans, equipment, coolers or storage piles shall be located so as not to be visible from the streets and/or Common Area or any Dwelling Unit within the Project.

Section 9. MINERAL EXPLORATION.

No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons or other materials of any sort except for the benefit of the Association and with the majority consent of the Owners.

Section 10. TREES, SHRUBS AND WATER; ALTERATION OR OBSTRUCTION OR DRAINWAYS.

The removal of trees, shrubs and other improvements from the Common Area shall be prohibited without the express written approval of the Board. No person other than the Association shall alter any Drainways anywhere on the Properties or permit the same, by act or omission, to become obstructed in any manner, but nothing herein shall relieve any Owner of his/her duty to maintain Drainways as otherwise provided.

Section 11. PARKING.

No vehicle of any type shall be parked for more than five (5) days anywhere on the streets or on any designated fire lane within the Project. At no time shall street parking interfere with any resident's ability to maneuver the streets or have easy egress or ingress to driveways. No commercial type of vehicle, truck, or recreational vehicle shall be parked on the streets or Common Area for more than three (3) days in the Project. For purposes of this provision, a Recreational Vehicle shall include: boats, motor homes, motor coaches, buses, pick-up trucks with camper tops or similar accessories, camping trailers or trailers of any type. Except as hereinafter provided, no unused vehicle shall be stored or parked on the streets, Lots and/or Common Area except in areas as may be designated by the Association. "Unused vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the Unused Vehicle and requesting removal thereof may be personally served upon the Owner of the Unused Vehicle, and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability, and the expense thereof shall be charged against the Owner of the Unused Vehicle, or the Owner of the Dwelling Unit where the owner of the Unused Vehicle resides. If such Owner shall be a member of the Association, the cost thereof may be added to his/her monthly dues or any other assessment.

Section 12. MECHANIC'S LIENS.

No labor performed or materials furnished with the consent or at the request of an Owner, his/her agent, contractor or subcontractor shall create any right to file a mechanic's lien against the Lot and Dwelling Unit of any other Owner who does not consent to or request the same or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lien or against the Lots and Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting

from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto, including attorney's fees and expenses. Said expenses shall be added to the Owner's monthly dues or any other assessment.

Section 13. RULES.

Every Owner, his/her guests, members of his/her family, servants, employees, invitees, lessees and licensees, shall adhere strictly to the Rules.

Section 14. UTILITIES.

The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the source of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

Section 15. FENCES, MASONRY WALLS, DRIVES AND YARD MAINTENANCE.

There shall be no fencing over the rear or side yards of any Lot, except Declarant may place a fence of any type anywhere in the addition for purposes of marketing and developing the properties. Other fencing may be allowed so long as the Architectural Control Committee issues its written consent. All masonry walls and fences initially erected by the Declarant must be maintained and/or replaced in the same condition and of the same quality as originally built and maintenance and/or repair will be the responsibility of the Owner. The majority of all driveways are within individual Owner's Lots and are for the benefit of the Owner of the Lot. Maintenance and repair of driveways will be the responsibility of the Owner. Each Owner shall be responsible for mowing, trimming and otherwise caring for any landscaping, including but not limited to, care for lawns, shrubbery and trees, within the courtyard walls. No landscaping may be placed on Common Area by Owners without prior written approval from the Grounds and Maintenance Committee. Any subsequently approved landscaping by Owners on Common Area will be at the expense of the Owner and the maintenance and upkeep will be the responsibility of the Owner. Failure to maintain such in a manner consistent with Association-maintained landscaping may result in the landscaping being removed by the Association or the maintenance cost of the landscaping being assessed to the responsible Owner.

Section 16. FORBIDDEN USES.

No gainful occupation, profession, trade or other nonresidential use which results in excessive additional traffic of any kind within the Project will be conducted on any Lots in the Project.

Section 17. MINIMUM SIZE OF DWELLINGS.

Each residential unit in each building constructed, altered or erected in the Project shall contain no less than twelve hundred (1,200) square feet, exclusive of basements, one story of open porches, breezeways, and attached garages.

Section 18. SET BACK RESTRICTIONS.

No building, or any part thereof, shall ever be located nearer to the street lot line or side lot line than the building set back lines shown on the recorded Plat of the Project.

Section 19. MATERIALS.

The exterior of any Dwelling Unit and additions thereto shall be consistent with and of materials and design consistent with that of the original Dwelling Units. No asbestos siding of any type shall be used as siding on exterior walls. Roofs are to be of composition materials. Any other roofing materials to be used shall be subject to the approval, in writing, and in advance of their use by the Architectural Control Committee.

Section 20. ANTENNAS, RECEPTION DISHES AND TOWERS.

No antenna or reception dish for transmission or reception of television signals or any other form of electromagnetic radiation, shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, without permission of the Architectural Control Committee. While small roof-mounted reception dishes and antenna may not be prohibited by these restrictions, placement shall be at the designation of the Association and the Architectural Control Committee with such placement complying with all Sections of Article V and VI of this Second Amended Declaration. No radio towers, windmills or energy-generating devices shall be erected, used or maintained within the Project without permission of the Architectural Control Committee.

Section 21. DISEASES AND INSECTS.

No Owner shall permit any thing or condition to exist upon his/her Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 22. RESTRICTION OF FURTHER SUBDIVISION.

No lot in Vintage Garden shall be further subdivided, rearranged or replatted, nor shall less than all of such lot be conveyed or any easement or other interest given therein without the prior written approval of the Association.

Article VI

ARCHITECTURAL CONTROL

Section 1. APPROVAL OF PLANS AND SPECIFICATION BY ARCHITECTURAL CONTROL COMMITTEE: FEES.

No residence, building, wall, exterior lighting fixtures, awning or fence shall be commenced, erected, placed or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, color, materials and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures, and location with respect to existing buildings, topography and finished ground elevation, by the Architectural Control Committee appointed by the Association; nor shall interior changes in a Dwelling Unit of a structural nature be permitted prior to the approval of the Architectural Control Committee. Procedures for an Owner's application for approval or proposed improvements and approval thereof will be established by the Architectural Control Committee and communicated to the Owners. The Association, through the Architectural Control Committee or otherwise, in its sole discretion, may request a reasonable fee for review of said plans.

Section 2. LANDSCAPING.

The Architectural Control Committee may require the removal, transplanting, or restriction of any landscaping of an Owner determined to be or determined to become a nuisance to other Owners or a threat to the structural integrity of any improvement on the Properties.

Section 3. COMMITTEE ADDRESS.

All applications, plans and specifications which must be submitted in writing for approval hereunder shall be submitted to the Architectural Control Committee at the following address:

Architectural Control Committee
The Homeowners' Association of the Vintage Garden Homes, Inc.
15931 Napa Ridge
Edmond, Oklahoma 73013

or to such other address as may hereafter be given in writing to the Owners by the Association or by the Architectural Control Committee.

Section 4. ORGANIZATION; APPOINTMENT BY BOARD; STAGGERED MEMBERSHIP; COMPENSATION; REPLACEMENT MEMBERS.

The Architectural Control Committee shall consist of three (3) persons. The Chairperson shall be appointed by the Board of Directors. Committee members shall be appointed by the Board of Directors and must be Owners. Committee members shall serve terms of two years, except that, beginning with the first annual meeting after the approval of this Second Amended Declaration, the Chairperson shall serve for two (2) years and will appoint one Committee Member to serve one (1) year and a second Committee Member to serve for two (2) years. All replacement Committee Members shall have terms of two (2) years. The current Chairperson will appoint replacements for Committee Members whose positions may become vacant prior to expiration of his/her term and the Board of Directors will appoint a replacement for the Committee Chairperson whose position may become vacant prior to expiration of his/her term, until the next Owner's meeting, at which time a new Chairperson will be elected to serve the remainder of the term of the position.

Members of such Architectural Control Committee shall not be entitled to any compensation for services performed.

Article VII

THE ASSOCIATION

Section 1. DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION, OWNER AND MANAGER OF COMMON AREAS.

Declarant originally caused to be incorporated as a non-profit corporation The Homeowners' Association of Vintage Garden Homes, Inc., by Bylaws of which were attached as Exhibit "C" to the Declarations. Ownership of said Association, its real property, and its responsibilities was transferred by the Declarant to the Owners, effective January 1, 1997. The Association amended the Bylaws with such copy attached hereto at Exhibit "B". Any Owner of a Lot and/or Dwelling Unit shall be deemed to have assented to, ratified and approved the designation of such corporation as manager, and the Bylaws of such Association. The Association shall have the following duties, right and powers.

- a) **Assessment Collection.** To collect monthly dues and special periodic assessments, equitably prorated, from Owners to collect delinquent assessment by suit or otherwise, and to collect such other assessments as are herein authorized.
- b) **Meet Expenses.** From funds collected, to provide for maintenance, management, insurance and such other expenses as are enumerated herein.
- c) **Property Dwelling.** To lease, acquire and sell real or personal property in pursuance of its obligations.
- d) **Entry into Units.** To enter to and upon the Lots and Dwelling Units when necessary and with as little inconvenience as possible to the occupants concerned in connection with the duties outline herein.

- e) Violation Enforcement. To enjoin or seek damages from the Owners for violation of the Second Amended Declaration, the Articles of Incorporation of the Association, the Bylaws or such rules as adopted and published by the Association.
- f) Property Manager Duties; Management Agreement. To employ workmen, and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of a property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Second Amended Declaration. The Association shall not enter into any contract or management agreement for furnishing of services (other than utility services), materials or supplies, the terms of which are in excess of one year; and further provided, that any contract or management agreement entered into (excluding utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice, or without cause.
- g) Protect Properties. To reasonably protect and defend the Properties from loss and damage from suit or otherwise.
- h) Employ Professionals; Audit; Inspection Rights. To employ counsel, attorneys and auditors in connection with legal matters of the Association and in connection with the audit of its books and records.
- i) Deposit Funds. To deposit funds in the hands of the Board which are not necessary for immediate disbursements in saving accounts of National or State Banks or Savings and Loans institutions earning a reasonable rate of interest. Said depository institutions are to provide federal insurance on deposits to the legal level.
- j) File Zoning or Variance Protests. To file legal protests, formal or informal, with authorities against the granting by authorities of zoning ordinances or variances as to any property within reasonable proximity of the Properties which might affect the value of any Owner's interest in the Properties.
- k) Maintenance of a Portion of the Exterior of Dwelling Units. To mow and trim all grass (except within courtyard walls), to maintain the sprinkler system (except within courtyard walls) if applicable.
(Section 1(k) replaced by Amendment, October 12, 2011.)

Section 2. THE BOARD OF DIRECTORS; NUMBER; ELECTION AT ANNUAL MEETING.

The Board of Directors shall consist of five (5) individuals, each of who shall be a voting member of the Association and an Owner. Said Board shall be elected at each annual meeting

of the Owners as provided by the Bylaws. Any such Board shall provide the lot owners reasonable representation.

Section 3. MEMBERSHIP; AUTOMATIC AND MANDATORY; EFFECTIVE DATE OF MEMEBERSHIP.

Any person acquiring a fee simple record ownership interest in a Lot and Dwelling Unit shall automatically become a member of the Association. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of a Lot or Dwelling Unit by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee. Membership shall be appurtenant to and may not be separated from ownership. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's occupancy of his/her Dwelling Unit; provided, however, that any Owner may, prior to occupancy, voluntarily commence payment of assessments hereunder and thereupon become a member as fully, as of such first payment, as if occupancy has occurred.

Section 4. VOTING; ONE VOTE PER DWELLING UNIT; DESIGNATION; BOARD MEMBERSHIP.

The Association shall have one class of voting membership. All Owners shall be members of such voting membership. Each Owner shall be entitled to one (1) vote for each Dwelling Unit owned. When more than one (1) person holds an interest in any Dwelling Unit, all persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Dwelling Unit.

Section 5. INDEMNIFICATION OF MANAGER, EMPLOYEES, DIRECTORS AND OFFICERS; MISFEASANCE OR MALFEASANCE.

The Manager, if any, employees of the Association and each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fee, reasonably incurred by or imposed upon them in connection with any proceedings to which they may be a party, or in which they may become involved by reason of being or having acted as such upon behalf of the Association; provided, that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided, further, that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which such person may be entitled.

Section 6. LIMITATION UPON LIABILITY OF ASSOCIATION.

Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of maintenance and repair, caused by the conduct of other Owners or persons or by casualties for which insurance is not provided by the Association.

Article VIII

ASSESSMENTS

Section 1. ASSESSMENTS; REGULAR DUES AND SPECIAL; PERSONAL OBLIGATION; DUE DATES; PRO-RATA SHARE.

Each Owner agrees to pay the Association regular assessments (dues) or charges and special assessments, both to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection in the event of delinquency in payment as allowed in Section 5 of this Article, shall be the personal obligation of the person or persons who was/were the Owner(s), jointly and severally at the time when the assessment was made. Payment of the assessments made shall be paid by the owners to the Association as of the date of closing the original purchase of an Owner's Dwelling Unit and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of the month or period following the closing.

Section 2. PURPOSE OF ASSESSMENTS; MANAGEMENT AND MAINTENANCE RESERVES; REPAIRS RESULTING FROM NEGLIGENT ACTS.

The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to the Second Amended Declaration, including but not limited to: the provision of services and facilities related to the use and enjoyment of the Common Area; the maintenance, repair and replacement of underground utilities except those utilities and services provided by and dedicated to the City, Drainways, lighting, walkways and Dwelling Unit Exteriors (only as herein provided); provision for snow removal, grounds upkeep, sprinkler systems, landscaping, water and sewer maintenance, recreational programs; the operation and maintenance of recreational facilities, including personnel necessary for implementation, administration, expenses, working capital, rental and acquisition of real or personal property; and such expenses as the Association, in its opinion, shall determine to be necessary and desirable, including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement and repair of those elements of the Common Area and those elements of the Dwelling Units which must be replaced on a periodic basis, to be charged against the Owners as part of the regular assessment. In the event repairs are required resulting from negligent acts of an Owner, or the Owner's family, guests, employees, invitees or lessees, the Association shall be reimbursed forthwith by such Owner thereof, and such amounts may be added to the responsible Owner's assessments.

Section 3. BASIS OF ASSESSMENTS.

- a) Utility Charges. Water, sewer, electricity and all other public utility charges incurred in operating and maintaining the Common Area and, based upon actual charges levied by respective public utility or municipality.
- b) Common Area Expenses; Special Fees. Maintenance, repair, replacement (including lawns, trees and shrubbery), administration and operation of the Common Area, including recreational facilities, all of which expense may take into account any sinking fund established for future expected expenditures. A separate fee may be levied by the Association for participants in a special program, for functions, or other activities, all of which activities are to be voluntary only. Such separate fee is not to be considered a Common Area Expense.
- c) Dwelling Unit Exterior Maintenance. Maintenance, repair and replacement of the Dwelling Unit Exteriors, but only as herein provided.
- d) Individual Assessments. The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Dwelling Unit and the Owner thereof, for repairs and replacements caused by the negligent or willful acts of any Owner, his/her family, guests, employees, licensees, invitees or lessees. Maintenance costs of landscaping placed on Common Area by Owners and maintained in an inappropriate manner by the Owner shall also be added to the Owner's assessments.
- e) Levy of Assessments; Estimation of Assessments; Adjustment; Actual Overage and Shortage. During the last month of each fiscal year, the Board shall determine the estimated annual assessment payable periodically during the following year by each Owner; provided, however, that said assessments may be adjusted upon a finding of necessity by the Board, but no more than twice in any year and not without a majority vote of the Owners.
- f) Non-Exemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

Section 4. SPECIAL ASSESSMENTS; ASSENT OF OWNERS AND MORTGAGEES.

In addition to the assessments authorized above, the Board may levy special assessments for the purpose of defraying the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements, including the necessary fixtures and personal property related thereto. Such assessment must have assent of a simple majority of the Owners and mortgagees voting in person or by proxy at a meeting duly called for such purpose or at the annual meeting. Written notice shall be sent to all Owners of record and first mortgagees not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. NON-PAYMENT OF ASSESSMENTS.

- a) Late Charge; Interest; Acceleration; Costs; Attorney Fees; Voluntary Payment by Mortgagee. Assessments and fees shall be due and payable on the first day of each quarter or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of fifteen per cent (15%) per annum or other reasonable rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof shall also cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessment or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay, in addition to the assessment and late charge and interest hereinabove provided, all costs of collection, lien filing fees, including reasonable attorney's fees and costs, incurred by the Board in enforcing payment. Any mortgagee holding a lien on a Dwelling Unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such Dwelling Unit, and such payment shall not be deemed a waiver by the Association of default by the Owner.
- b) Lien; Recording; Foreclosure Subordinate to Recorded First Mortgage; Rental; Possession by Association. The Association is hereby granted a lien against the Owner's Lot and Dwelling Unit for any payment or payments which the Owner fails to make within thirty (30) days after the due date; provided, however, that:
- (i) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Registrar of Deeds of Oklahoma County, State of Oklahoma, and each Owner, by accepting a Deed to his/her Lot and Dwelling Unit, designates any one of the officers of the Association or its duly appointed Manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association;
 - (ii) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Oklahoma for the foreclosure of mortgages on real property; and
 - (iii) such lien shall be subject and subordinate to and shall not affect the right of a holder of any record first mortgage now or hereafter placed on the Lot and Dwelling Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Lot and Dwelling Unit. In the event of foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure

and, if after the filing of a foreclosure action, the Owner's Dwelling Unit is left vacant, the Board may take possession and rent said Dwelling Unit or apply for appointment of a receiver for the Dwelling Unit. In addition to the lien being granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his/her Lot and Dwelling Unit and obtain a judgment for the amount of the assessments due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold lease mortgage and encumber or convey the same.

- c) Payment by Board of Encumbrance Obligations; Lien. In the event an Owner is in default on any obligation secured by an encumbrance on his/her Lot and Dwelling Unit, the Board, at its option, may pay the amount due on said obligation and file a lien against the Lot and Dwelling Unit in the manner as provided for herein for unpaid assessments or fees.
- d) Sale Does Not Release Lien. Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.
- e) Foreclosure Conveyance Extinguishes Lien; Unpaid Amounts Common Expenses; Mortgagee Obtaining Title. In the case of the conveyance of a Lot and Dwelling Unit pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a Common Area Expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner. Where the holder of a first mortgage of record or the purchaser obtains title to the Lot and Dwelling Unit as a result of foreclosure of the first mortgage, such acquire of title shall not be liable for the share of the common expenses or assessments chargeable to such Lot and Dwelling Unit which became due prior to acquisition of title to such Lot and Dwelling Unit by such acquire.

Section 6. REGISTRATION OF MAILING ADDRESS OF DWELLING UNIT OWNERS; ASSOCIATION ADDRESS, SERVICE AGENT.

Each owner shall register his/her mailing address with the Association, and notices or demands intended to be served upon an Owner shall be hand delivered to the Dwelling Unit or sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, postage prepaid, to the Homeowners' Association of Vintage Garden Homes at 15931 Napa Ridge, Edmond, Oklahoma 73013, or such other address of which the Board may furnish from time to time.

Article IX

MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA.

The Association shall provide for the care, operation, management and repair of the Common Area. Without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Area water, sewer, electricity, gas and all other necessary utility services; may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may remove snow, ice and other materials from the streets and walkways; shall keep the Properties reasonably safe, attractive and desirable; and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

Section 2. MAINTENANCE OF DWELLING UNITS; FAILURE OF OWNER TO MAINTAIN.

The Association shall provide for the painting and repainting of the Dwelling Unit exteriors in keeping with the specifications of the Architectural Control Committee. The Association shall mow and trim all grass (except within courtyard walls as they are originally constructed) and shall maintain the sprinkler system (except within the courtyard walls as they are originally constructed). Except as otherwise provided above, each Owner shall be responsible for the maintenance, repair and replacement of his/her Dwelling Unit and Dwelling Unit exterior. Should, however, an Owner fail to properly maintain, repair, or replace any such item(s), after ten (10) days written notice from the Association, the Association may, at its sole option, provide for the maintenance, repair and replacement of the Dwelling Unit Exterior, including, but not limited to, the following:

- a) Maintenance, repair and replacement of structural portions and water, sewer, electrical, and other systems which serve more than one Dwelling Unit, but not including those portions of such systems which serve only one Dwelling Unit, such as air conditioning unit, electrical or plumbing fixtures;
 - b) Maintenance, repair and replacement of drainways, steps, patios, fences, and outer surfaces of exterior walls.
 - c) Maintenance, repair and replacement of a Dwelling Unit roof, whether or not such Dwelling Unit shares such roof with another Dwelling Unit.
- (Section 2 replaced by Amendment, October 12, 2011.)

Section 3. OWNER'S DUTY TO INSPECT PREMISES AND TO NOTIFY ASSOCIATION OF DEFECTS.

Each Owner shall have the duty to make reasonable inspections of his/her Dwelling Unit Exterior, from time to time, to determine if said Dwelling Unit Exterior contains any obvious and necessary maintenance, repairs replacements or defects including improper drainage. (Section 3 replaced by Amendment, October 12, 2011.)

Section 4. DUTY TO MAINTAIN, REPLACE, REPAIR; FAILURE TO DO SO.

In the event an Owner fails to maintain, repair or replace as described within Section 2 above, or fails to correct a defect as described in Section 3 above as either may affect the Dwelling Unit Exterior, the Owner that has the maintenance, repair, replacement or defect item shall repair the same in a workmanlike fashion within a reasonable time following discovery or notice thereof. Upon the failure of such Owner to so maintain, repair or replace, the Association may enter into and upon the Lot and Dwelling Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment, which assessment and all costs of collecting thereof shall be a lien against the Dwelling Unit and collectible as other assessments under this Declaration.

(Section 4 replaced by Amendment, October 12, 2011.)

Section 5. WILLFUL OR NEGLIGENT ACTS.

In the event that any maintenance, repair or other work is required for the Common Area or Dwelling Unit because of the willful or negligent action or lack of action of any Owner, his/her family, guests, tenants, invitees, lessees or licensees and such maintenance, repair or other work is not covered or paid for by insurance, the Board may perform such work or cause the same to be performed at such Owners cost and expense and may make an assessment to recover payment thereof against such Owner, which may be collected in like manner as set out in Section 4 above.

(Section 5 replaced by Amendment, September 24, 2011.)

ARTICLE X

INSURANCE

Section 1. MASTER POLICY; PUBLIC LIABILITY.

The Association shall carry a blanket insurance policy from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class B+ or better, the limits of coverage of which insurance shall be reviewed annually by the Board of Directors, of fire and extended coverage, vandalism and malicious mischief insurance covering the Common Area and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following. The Board of Directors shall obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined necessary, covering all of the Common Areas in the project. Such insurance policy shall contain a "severability of

interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least \$1,000,000.00 per an occurrence for personal injury and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. The Master Policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable thereunder as the Association may determine, and shall also, if reasonable:

- (i) contain no "escape" or "other insurance" clause that would cause said policy to become void in whole or in part or cause any proceeds payable thereunder to be reduced, set off, apportioned, prorated or otherwise brought into contribution with or by reason of separate insurance contained by or for any owner or his/her Mortgagee,
- (ii) provide that only improvements made or installed by the Association shall effect the valuation of any Building or Improvement on the project for co-insurance purposes,
- (iii) provide for at least an annual insurance review which shall include an appraisal of all Buildings, Improvements and Personal Property of the Association located on or within the project required to be insured hereby by a representative of the insurer issuing said Master Policy,
- (iv) contain a waiver by said insurer of any and all rights of subrogation against any Owner, the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his/her staff, and the agents, representatives and employees of the Association,
- (v) provide that said Master Policy cannot be canceled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any Covenant contained in the Declaration or the Amended and Restated by any Owner, Declarant, the Association, its Board, its officers, the Manager and his/her staff, or the agents, representatives or employees of the Association without a prior written demand that the Association cure such breach, and that in no event shall said policy be canceled, invalidated, suspended, substantially modified, terminated, voided or expired for any reason without ten (10) days prior written notice from the insurer to the Association and to any Owner and Mortgagee,
- (vi) provide that the Board or its Authorized agent or representative shall have the exclusive authority to adjust any and all losses covered by said policy,
- (vii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by any act or neglect of any of the insureds when such act or neglect is not within the knowledge and control of the insureds collectively,

(viii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by failure of the insureds collectively to comply with any warranty or condition with regard to any portion of the premises over which the insureds collectively have no control,

(ix) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by reason of the vacancy or non-occupancy of any one or more Dwelling Units within the Project, provided that the Declaration (as the same may be amended from time to time) is in force, and

(x) provide that all insurance proceeds under said Master Policy shall be payable to the Association as trustee to be held and expended as provided herein for the benefit of the Owners and their respective Mortgagees as their interests may appear.

(Section 1 replaced by Amendment, October 12, 2011.)

Section 2. NAMED INSURED; MORTGAGEE CLAUSE, MODIFICATION OR CANCELLATION NOTICE.

The Master Policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact, or trustee (for all of the Owners), which policy or policies shall provide that same cannot be canceled or substantially modified until after ten (10) days prior to written notice is first given to the Association and each first mortgagee. All policies of hazard insurance must contain or have attached the standard mortgagee investors in the area in which the mortgaged premises are located.

(Section 2 replaced by Amendment, October 12, 2011.)

Section 3. FIDUCIARY LIABILITY INSURANCE.

The Board of Directors may also obtain and maintain, to the extent maintainable, professional and fiduciary liability insurance coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount no less than Fifty Thousand Dollars (\$50,000). In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(Section 3 replaced by Amendment, October 12, 2011.)

Section 4. OTHER PERILS.

The Association may, in its sole discretion, elect to carry insurance to cover other perils.
(Section 4 replaced by Amendment, October 12, 2011.)

Section 5. MORTGAGEE'S RIGHTS; DISTRIBUTION OF INSURANCE PROCEEDS.

In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the first mortgagee of a Dwelling Unit with respect to any such distribution; provided, however, that nothing in this Section 5 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate Mortgagee forthwith whenever damage to the Common Area exceeds \$10,000.
(Section 5 replaced by Amendment, October 12, 2011.)

Section 6. DWELLING UNIT INSURANCE.

Each Owner shall be responsible for and shall procure fire, extended coverage and other perils insurance upon each of their Dwelling Units for the current estimated insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premium as the Owner may determine. The Owner shall bear the total financial responsibility for all premiums, deductibles, and other costs associated with such insurance on their Dwelling Unit. Given the Association's maintenance obligation over certain limited portions of the Dwelling Unit Exterior pursuant to Article IX, Section 2 above, the Dwelling Unit insurance policy shall name the Association as an additional interest or however designated provided in every event the Association shall be given timely notice of any cancellation of the insurance policy. Annually, but no later than January 31 of each year, each Owner shall deliver to the Association Secretary a certificate of insurance certifying that a policy of insurance as required under this Section is in effect, and that said policy shall not be canceled, allowed to lapse or materially altered except upon ten (10) days prior written notice thereof to the Association. Should any Owner fail to provide to the Association a timely delivered insurance certificate evidencing placement of the minimum insurance required under this Section, the Association may at its option:

1. Immediately place a policy for the insurance required under this Section and assess the costs of such policy to the Owner and against the Dwelling Unit, such assessment to be collected in like manner as other assessments under this Declaration, and
2. Charge the Owner failing to provide the insurance certificate all costs incurred by the Association in placing the insurance policy, including but not limited to 1) copy charges in an amount the greater of actual copy costs or the amount allowed by law, 2) any incurred minimum earned premium and/or policy premium, and 3) a reasonable administrative fee not to exceed seventy-five dollars per hour for the time expended on behalf of the Association to procure the insurance policy.

Each Owner may carry such additional insurance as he/she deems advisable. Each Owner is responsible for his/her own insurance on the contents of his/her Dwelling Unit.
(Section 6 replaced by Amendment, October 12, 2011.)

Section 7. REBUILDING OF DAMAGED DWELLING UNIT.

In the event of damage to or destruction of any Dwelling Unit by fire or any other casualty, the Owner shall within thirty (30) days submit to the Board a comprehensive plan for complete repair/restoration of the damage or destruction, such plan to include a timeframe for which all repairs and/or restoration shall be completed without delay and in all diligence in a workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Dwelling Unit, when rebuilt or repaired, shall be substantially similar to and its architectural design and landscaping shall be in conformity with the design of the original Dwelling Unit and the surrounding Dwelling Units which are not so damaged or destroyed. The Owner shall not be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer are not sufficient to cover the cost thereof. If the proceeds received from the insurer by the Owner and Association are insufficient, it shall be the duty of the Owner to complete the necessary repairs at their own expense. Upon the failure of such Owner to complete the necessary repairs, then after notice and demand by the Association therefor, the Board may cause the repair or rebuilding as provided, and the amount of the deficiency shall be the Owner's personal obligation and a continuing lien on the Owner's Dwelling Unit, which may be collected in like manner as assessments.

(Section 7 replaced by Amendment, October 12, 2011.)

Section 8. WAIVER.

The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damage to the Properties or to any personal property located on the Properties caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

(Section 8 replaced by Amendment, October 12, 2011.)

Article XI

MORTGAGEE'S RIGHTS

Section 1. NOTICE AND DOCUMENTS TO AND RIGHTS MORTGAGEE.

Each holder of a first mortgage on any Lot and Dwelling Unit shall, upon written request by such holder to the Board, receive any of the following:

- a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided hereunder by the Association to the Owner of the Lot and Dwelling Unit covered by the mortgage;
- b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;

- c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- d) Notice of the decision of the Owners or the Association to make any material amendment to this Second Amended Declaration, the Bylaws, or the Articles of Incorporation of the Association;
- e) Notice of substantial damage to or destruction of any Dwelling Unit or any part of the Common Area;
- f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- g) Notice of any default of the holder's Owner which is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default; and
- h) The right to examine the books and records of the Association at any reasonable time.

Section 2. FORM OF REQUEST.

The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Lot and Dwelling Unit, the Association shall honor the most recent request received.

Section 3. PROTECTION OF LIEN OF MORTGAGE.

No violation or breach of or failure to comply with any provision of this Second Amended Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach, or failure to comply. However, the purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to the Declaration as amended from time to time.

Section 4. MORTGAGE VOLUNTARY PAYMENT.

First mortgagees of Lots and Dwelling Units may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any common

property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Article XII

CONDEMNATION PROCEDURE

Section 1. CONDEMNATION OF COMMON AREA.

In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon their ownership interest.

Section 2. LIEN HOLDERS.

When a condemnation of a Lot or Dwelling Unit occurs and the Lot and Dwelling Unit is subject to an encumbrance, the Association shall send written notice forthwith to all holders of first mortgages covering any Lot and Dwelling Unit affected thereby. The proceeds due the Owner by reason of such condemnation shall be paid to the holder of encumbrance. The holder of a first mortgage shall be entitled to priority over all other parties with respect to any distributions of condemnation proceeds. Any excess amount not required to clear the encumbrance shall be paid to the Owner.

Article XIII

PARTY WALLS

Section 1. PARTY WALL.

The Owner shall possess in fee simple that portion of the Party Wall lying within his/her Lot. Each Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is an infringement of the adjoining Dwelling Unit Owner's rights in the Party Wall absent written agreement between such Owners. In the event that any portion of any structure, originally constructed by Declarant, including and Party Wall, shall protrude over an adjoining Dwelling Unit, such structure shall not be deemed to be an encroachment upon the adjoining Lot and Dwelling Unit nor shall any action be maintained for the removal or for the damage because of such protrusion. It shall be deemed that the said Owner has granted perpetual easements to the adjoining Owner for continuing maintenance and use of any such protrusion. The foregoing shall apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by the Declarant.

Section 2. DESTRUCTION.

If a Party Wall is destroyed or damaged by any casualty, the Owners Dwelling Units abutting such Party Wall shall jointly restore it substantially to its original form and they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rules or law regarding liability for negligent or willful acts of omissions. Destruction or damage to any Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, any reconstruction or replacement of a Party Wall. Owners of Dwelling Units abutting such a Party Wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this Article, an Owner who, by his/her negligent or willful act, causes the Party Wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then any other Owner of a Dwelling Unit abutting such Party Wall may do so at the sole cost and expense of the Owner causing damage. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Article XIV

DURATION AND AMENDMENTS

Section 1. AMENDMENTS AND REVOCATION; PARTITION, SALE, ENCUMBRANCE, OR SUBDIVISION OF COMMON AREA; RECORDING AMENDMENTS.

This Amended and Restated Declaration shall remain in full force and effect for as long as the Properties remain as a single family attached and detached home development. Except as herein provided, the Declaration may not be amended or revoked, nor may any Common Area used or held for the benefit of all the Owners be abandoned, partitioned, subdivided, sold, encumbered or transferred except by a vote of the Owners' interests in the Lots, as provided elsewhere in this Amended and Restated Declaration or the Bylaws. Such amendments shall be effective only upon the recordation of a certificate setting forth the amendments signed by the Owners representing not less than seventy-five percent (75%) of all the interests in the Lots. The adoption of this Amended and Restated Declaration and the enforcement thereof as to the Owners and the Association shall not be impaired by the failure of any mortgagee to consent hereto. No amendment to the Declaration shall be in conflict with the Laws of the State of Oklahoma.

(Section 1 replaced by Amendment, October 12, 2011.)

Section 2. MORTGAGEE'S RIGHTS.

The above notwithstanding, the prior written approval of all holders of first mortgages on the Lots and Dwelling Units will be required for any of the following:

- a) An amendment to the Declaration which:

- (i) changes the ratios of assessments against Owners; or
 - (ii) amends this Article, Section or any other provision which specifically grants rights to mortgagees hereunder;
- b) The alienation, partition, subdivision, release, transfer, hypothecation or other encumbrance of the Common Area after such Common Area has been conveyed to the Association; except that the consent of Mortgagees shall not be required for action by the Association to:
 - (i) grant easements for utilities and similar or related purposes, or
 - (ii) to lease or grant licenses.
- c) The abandonment of the development or the removal of any part or all of the Properties from the provisions of the Declaration, as amended from time to time.
- d) The waiver or abandonment of the scheme of regulations of Architectural Control or the enforcement thereof pertaining to the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of the common property party walks or common fences and driveways or the upkeep of lawns and plantings.
- e) The failure to maintain fire and extended coverage insurance on the Common Area on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement cost) or any decision not to use the proceeds of such insurance to repair, rebuild, replace, or reconstruct the Common Area, all as provided herein.

Section 3. SPECIAL AMENDMENTS.

The Association hereby reserves and is granted the right and power to record a Special Amendment to this Second Amended Declaration at any time and from time to time which amends this Second Amended Declaration:

- a) to comply with requirements of any federally insured savings and loan association, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, and/or

- b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots and Dwelling Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Association to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and Dwelling Unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Association to make, execute and record Special Amendments. No Special Amendment made by the Association shall affect or impair the lien of any first mortgage upon a Lot and Dwelling Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot and Dwelling Unit.

Article XV

GENERAL PROVISIONS

Section 1. ENFORCEMENT AT LAW OR IN EQUITY: NOTICE TO MORTGAGEE OF UNCURED DEFAULT.

The Association or any Owner 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 Second Amended Declaration or any amendment hereto including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto.

Section 2. INVALIDITY.

Any provisions of this Second Amended Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this instrument, and in such event all of the other provisions of this instrument shall continue in full force and effect as if such invalid provision had never been included herein.

Section 3. CLAIMS.

No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Second Amended Declaration or for failure of the Association

or Declarant to enforce provisions hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action or arbitration brought in violation of this provision.

Section 4. WAIVER.

No provision contained in this Second Amended Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Second Amended Declaration nor the intent of any provision hereof.

Section 6. GENDER.

The use of the masculine gender in this instrument shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

IN WITNESS WHEREOF, the Board of Directors of the Association have caused this Second Amended Declaration to be executed by its duly authorized President and approved by Vintage Builders, L.L.C. (Declarant) on this 23 day of July 1999.

THE HOMEOWNERS' ASSOCIATION OF
THE VINTAGE GARDEN HOMES, INC.

By Horton L. Shelton

Approved:

VINTAGE BUILDERS, L.L.C.

By Earl Austin
Earl Austin, Manager

INDEX

- AMENDMENTS AND REVOCATION; PARTITION, SALE, ENCUMBRANCE, OR SUBDIVISION OF COMMON AREA; RECORDING AMENDMENTS, 34**
- ANTENNAS, RECEPTION DISHES AND TOWERS, 17**
- APPROVAL OF PLANS AND SPECIFICATION BY ARCHITECTURAL CONTROL COMMITTEE: FEES, 18**
- ARCHITECTURAL CONTROL, 18**
 - Assessment Collection, 19
- ASSESSMENTS; REGULAR DUES AND SPECIAL; PERSONAL OBLIGATION; DUE DATES; PRO-RATA SHARE, 22**
 - Association Right to Make Rules., 9
 - Association Rights to Use and To Grant Easements, 9
- BASIS OF ASSESSMENTS, 22**
- BLANKET EASEMENTS FOR UTILITIES; FOR POLICE FIRE, ETC.; FOR MAINTENANCE AND REPAIR TO COMMON AREA, 11**
 - Borrow Money, 9
- CAPTIONS, 37**
- CLAIMS, 36**
- COMMITTEE ADDRESS, 18**
 - Common Area Expenses; Special Fees, 23
- CONDEMNATION OF COMMON AREA, 33**
- CONDEMNATION PROCEDURE, 33**
- CONSTRUCITON OVERHANG EASEMENT, 12**
- CONVEYANCES SUBJECT TO DECLARATION; REFERENCES IN DEEDS, ETC., 8**
- DEFINITIONS, 5**
- DELEGATION OF USE, NONRESIDENT OWN. 10**
 - Deposit Funds, 20
- DESTRUCTION, 34**
- DISEASES AND INSECTS, 17**
- DURATION AND AMENDMENTS, 34**
- DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION, OWNER AND MANAGER OF COMMON AREAS, 19**
- DUTY TO MAINTAIN, REPLACE, REPAIR; FAILURE TO DO SO, 27**
 - Dwelling Unit Exterior Maintenance, 23
- DWELLING UNIT INSURANCE, 30**
- EASEMENT DEEMED APPURTENANT, 13**
- EASEMENTS, 11**
- EASEMENTS FOR DRAINAGE, 12**
 - EASEMENTS FOR ENCROACHMENTS, 12
 - Employ Professionals; Audit; Inspection Rights, 20
 - ENCROACHMENTS, 12**
 - ENFORCEMENT AT LAW OR IN EQUITY: NOTICE TO MORTGAGEE OF UNCURED DEFAULT, 36**
 - Entry into Units, 19
 - EXPANDABLE NATURE OF DEVELOPMENT, 8**
 - FENCES, MASONRY WALLS, DRIVES AND YARD MAINTENANCE, 16**
 - FIDUCIARY LIABILITY INSURANCE, 29**
 - File Zoning or Variance Protests, 20
 - FORBIDDEN USES, 16**
 - Foreclosure Conveyance Extinguishes Lien; Unpaid Amounts Common Expenses; Mortgagee Obtaining Title, 25
 - FORM OF REQUEST, 32**
 - GENDER, 37**
 - GENERAL PROVISIONS, 36**
 - INDEMNIFICATION OF MANAGER, EMPLOYEES, DIRECTORS AND OFFICERS; MISFEASANCE OR MALFEASANCE, 21**
 - Individual Assessments, 23
 - INSURANCE, 27**
 - INVALIDITY, 36**
 - LANDSCAPING, 18**
 - Late Charge; Interest; Acceleration; Costs; Attorney Fees; Voluntary Payment by Mortgagee, 24
 - LEASE/RENTAL OF DWELLING UNIT; LEASES/RENTALS IN WRITING AND SUBJECT TO DECLARATION; BREACH HEREIN A LEASE/RENTAL DEFAULT, 10**
 - Levy of Assessments, 23
 - LIEN HOLDERS, 33**
 - Lien; Recording; Foreclosure Subordinate to Recorded First Mortgage; Rental; Possession by Association, 24
 - LIMITATION UPON LIABILITY OF ASSOCIATION, 21**
 - MAINTENANCE, 26**
 - Maintenance of a Portion of the Exterior of Dwelling Units, 20
 - MAINTENANCE OF DWELLING UNITS; FAILURE OF OWNER TO MAINTAIN, 26**
 - MAINTENANCE OF THE COMMON AREA, 26**
 - MASTER POLICY; PUBLIC LIABILITY, 27**

MATERIALS, 17
MECHANIC'S LIENS, 15
 Meet Expenses, 19
MEMBERSHIP; AUTOMATIC AND MANDATORY; EFFECTIVE DATE OF MEMEBERSHIP, 21
MINERAL EXPLORATION, 15
MINIMUM SIZE OF DWELLINGS, 16
MORTGAGE VOLUNTARY PAYMENT, 32
MORTGAGEE'S RIGHTS, 31. 34
MORTGAGEE'S RIGHTS; DISTRIBUTION OF INSURANCE PROCEEDS, 29
NAMED INSURED; MORTGAGEE CLAUSE, MODIFICATION OR CANCELLATION, 29
NO IMPERILING OF INSURANCE, 13
NO VIOLATION OF LAW, 13
 Non-Exemption, 23
NON-PAYMENT OF ASSESSMENTS, 24
NOTICE AND DOCUMENTS TO AND RIGHTS MORTGAGEE., 31
NUISANCES; OFFENSIVE ACTIVITY; HAZARDOUS ACTIVITY; DUMPING GROUD; GARBAGE STORAGE AND DISPOSAL, 13
ORGANIZATION; APPOINTMENT BY BOARD; STAGGERED MEMBERSHIP; COMPENSATION; REPLACEMENT MEMBERS, 18
OTHER PERILS, 29
 Other Reserved Rights, 10
OWNER'S DUTY TO INSPECT PREMISES AND TO NOTIFY ASSOCIATION OF, 26
OWNERS' NONEXCLUSIVE EASEMENT OF ENJOYMENT; LIMITATIONS, 9
OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS SECOND AMENDED DECLARATION., 8
PARKING, 15
PARTY WALL, 33
PARTY WALLS, 33
 Payment by Board of Encumbrance Obligations; Lien, 25
PETS, 14
PROHIBITIONS; WASTE; ALTERATIONS OF COMMON AREA OR DWELLING UNIT EXTERIOR., 13
 Property Dwelling, 19
 Property Manager Duties; Management Agreement, 20
PROPERTY RIGHTS, 9
PROPERTY SUBJECT TO DECLARATION, 8
 Protect Properties, 20
 Protect Property, 10
PROTECTION OF LIEN OF MORTGAGE, 32
PURPOSE OF ASSESSMENTS; MANAGEMENT AND MAINTENANCE RESERVES; REPAIRS RESULTING FROM NEGLIGENT ACTS, 22
REBUILDING OF DAMAGED DWELLING UNIT, 30
REGISTRATION OF MAILING ADDRESS OF DWELLING UNIT OWNERS; ASSOCIATION ADDRESS, SERVICE AGENT, 25
RESTRICTION OF FURTHER SUBDIVISION, RULES, 16
 Sale Does Not Release Lien, 25
SCOPE OF DECLARATION, 8
SET BACK RESTRICTIONS, 17
SIGNS, 14
SPECIAL AMENDMENTS, 35
SPECIAL ASSESSMENTS; ASSENT OF OWNERS AND MORTGAGEES, 23
THE ASSOCIATION, 19
THE BOARD OF DIRECTORS; NUMBER; ELECTION AT ANNUAL MEETING, 20
TRASH AND UNSIGHTLY USES; ASSOCIATION RIGHT TO ENTER AND REMOVE; VIEW FROM COMMON AREA OR DWELLING UNIT, 14
TREES, SHRUBS AND WATER; ALTERATION OR OBSTRUCTION OR DAINWAYS, 15
USE AND OTHER RESTRICTIONS, 13
USE; RESIDENTIAL; NEW CONSTRUCTION, 13
UTILITIES, 16
 Utility Charges, 23
 Violation Enforcement, 20
VOTING; ONE VOTE PER DWELLING UNIT; DESIGNATION; BOARD MEMBERSHIP, 21
WAIVER, 31, 37
WILLFUL OR NEGLIGENT ACTS, 27
ZERO LOT LINE, 12

Disclaimer – These Second Amended Declarations effectively replaced the original Declarations and First Amended Declarations in their entirety. No intention or action was taken with this facsimile to deviate in any way from the accuracy and content of the original signed and notarized hard copies of the Second Amendment to the DCCR's (Jan 18, 2000) and its Amendments (Oct 12, 2011 and Jun 29, 2018). This digital facsimile document has merged these three governing documents and added a more detailed Table of Contents at the beginning, an Index at the end, and digital search capability for the convenience of the user.

A hard copy of the original signed and notarized Second Amendment to Declaration of Covenants, Conditions and Restrictions of Vintage Gardens, A/K/A Vintage Gardens 1, recorded Jan 18, 2000, as Book 7764, Pages 1967-1995, and the Amendment to the Second Amendment, recorded Oct 12, 2011, as Book 11746, Pages 1271-1377, and the Amendment to the Declaration, recorded Jun 29, 2018, as Book 13774, Pages 1020-1085, are available for a nominal fee from the Oklahoma County Clerk, 320 Robert S. Kerr, Room 203, Oklahoma City, OK 73102, phone 405-713-1540. They are also available to view for free and printing available for a nominal fee on-line at the Oklahoma County Clerk web site, <https://www.okcc.online/> ROD link. It can also be obtained for a nominal fee upon written request to the Secretary of the Vintage Gardens I Homeowners' Association, 15931 Napa Ridge, Edmond, OK 73013.

This digital facsimile of the combined Second Amended Declarations and its Amendments for Vintage Gardens I is approved by the Board of Directors for release to the general public on August 21, 2018.