

**FIRST AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF GRIFFIN PARK
A RESIDENTIAL SUBDIVISION TO THE
CITY OF OKLAHOMA CITY, OKLAHOMA**

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, consisting of a part of the Northeast Quarter (NE/4) of Section 32, Township 14 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, which property has been platted into blocks, lots, streets and easements, under the name of Griffin Park (with the initial development being identified as Griffin Park I, and later additions to be annexed thereto) as more particularly described in the Plat appended as Exhibit "A", and future Plats to be filed as the subdivision is developed, including as part thereof permanent open areas, community pool, buildings and improvements erected or to be erected thereon, common areas and other common facilities for the benefit of this particular community;

WHEREAS, Declarant expressly declares its intention to develop Griffin Park and all additions thereto as a single family residential development within the provisions of 60 Okla. Stat. §§ 851 through 855, inclusive, in order to insure the management, maintenance, preservation, improvement and control of commonly owned areas or any portion of or interest in them and to enforce all mutual, common or reciprocal interests in or restrictions upon all portions of such separately owned lots, parcels or areas, and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

WHEREAS, there was incorporated on the 13 day of April, 2007, under the laws of the State of Oklahoma, as a non-profit corporation, an entity known as Griffin Park Owners Association, Inc. for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant states and hereby declares that the real property described on the Plat appended hereto is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (the "Covenants") hereinafter set forth, together with any additional property as may by subsequent amendment or declaration be added to and subjected to these Covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These Covenants shall run with the real property and shall be binding upon, and inure to the benefit of, Declarant and its successors in title, and any and all parties having or acquiring any right, title or interest in the property. Except in respect to the special restrictions and provisions pertaining to Griffin Gate, as described herein, all of the areas in Griffin Park, and all additions annexed thereto which are zoned and platted by the Declarant for single family residential use, which are not separately owned lots, shall be owned in common by the owners of the separately owned lots, parcels or areas. In the original Plat appended hereto, the Common Areas include Blocks A and B.

ARTICLE 1 Definitions

The following words, when used in this Declaration or any Supplemental or Amended Declaration (unless otherwise apparent from the context and/or as otherwise defined), shall have the following meanings:

- 1.1** “Assessments” shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each separate Owner as determined by the Association, these Covenants and the By-Laws.
- 1.2** “Association” shall mean and refer to Griffin Park Owners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- 1.3** “Board” shall mean the Board of Managers of the Association.
- 1.4** “Builder” shall mean a person or entity who has purchased, or contracted with Declarant to purchase, a Lot or Lots for the purpose of construction of a residence for sale to a third party.
- 1.5** “By-Laws” shall mean and refer to the By-Laws of the Association, as such By-Laws may be amended from time to time. The original By-Laws are appended hereto as Exhibit “B”.
- 1.6** “Common Areas” mean and include all of the area on the Plat(s), filed and to be filed, not included in the numerically identified lots to be separately owned, whether improved or unimproved, which are owned, leased or controlled by the Association for the common use and enjoyment of Members of the Association, including Block A (and the community pool improvements located thereon) and Block B on the appended Plat. Provided, the Common Areas located entirely within Griffin Gate, including the private street Griffin Gate Drive, the entrance and exit gate and greenbelt area associated with the pipeline easement within Griffin Gate, shall be

common only to the Owners of the Lots within Griffin Gate.

1.7 "Common Expenses" means and includes:

1.7.1 Expenses of administration, maintenance, insurance, repair or replacement of the Common Areas and improvements thereon. Provided, the Griffin Gate Expenses, as defined herein, shall be common to, and assessable against, only the Owners of Lots within Griffin Gate.

1.7.2 Expenses agreed upon as common by all the separate Owners or declared common by provisions of the By-Laws.

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

1.9 "Lot" shall mean any one of the separately identified parcels of real property, numerically described and designated as a Lot on the Plat appended as Exhibit "A".

1.10 "Member" shall mean and refer to an owner of a Lot, a Builder and Declarant. All owners other than Class B Members and the Declarant, are Class A Members. Owners of Lots within Griffin Gate shall be Class A Members of the Association, notwithstanding such Owners shall also be Members of a separate association for Griffin Gate.

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

1.12 "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of Oklahoma County, Oklahoma, which covers all or any

portion of the Property. The original Plat for Griffin Park I is appended hereto as Exhibit "A".

- 1.13** "Property" means and includes the real property described in the Plat, and all such additions and annexations thereto and all other real property which may be zoned and platted by Declarant for single family residential purposes within, or appurtenant to, the said Northeast Quarter (NE/4) of Section 32, which is annexed to the above-described property and/or brought within the jurisdiction of and subject to assessment by the Association by declaration of the Declarant, or Declarant's successor or assign.
- 1.14** "Residence" shall mean an improvement constructed for occupancy by a single family located on one Lot. Each Residence shall be constructed in conformity with the architectural and design standards set forth herein or in the By-Laws appended hereto.
- 1.15** "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.
- 1.16** "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence. Single Family shall also include domestic servants who maintain a common household in a Residence.
- 1.17** "Griffin Gate" shall mean that portion of the Property platted or to be platted as Griffin Gate, consisting of a gated and controlled access portion of the Property.
- 1.18** "Griffin Gate Expenses" shall mean the separate and additional common expenses and assessments associated with the maintenance peculiar and unique to Griffin Gate, inclusive of all costs for the administration, insurance, maintenance, repair or replacement of the entrance and exit gate, the private street "Griffin Gate Drive", and

the green belt associated with the pipeline easement extending through Griffin Gate, as well as maintenance associated with the lawns and shrubbery on the Lots located within Griffin Gate. Griffin Gate Expenses shall be common to, assessed against, and paid by, the Griffin Gate Owners Association.

- 1.19** “Griffin Park” shall mean all the Property platted as a part of Griffin Park development, whether platted as Griffin Park I, Griffin Gate, Griffin Park II, etc.

ARTICLE 2 FUTURE INTENT

- 2.1 Future Additions.** Although this Declaration describes only the real property depicted on the original Plat of Griffin Park I, appended as Exhibit “A”, it is the intention of the Declarant to cause additional declarations to be filed with respect to other property located within or appurtenant to the Northeast Quarter (NE/4) of said Section 32, which additional declarations will be complementary hereto or shall incorporate these Covenants. The future declarations will provide that the Owners of the Lots in such additions shall be Class A Members of the Association. Builders shall be Class B Members of the Association. The Declarant, its successors or assigns, will continue as the sole Class C Member of the Association. Such future declarations shall also describe and convey any additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner of a lot zoned for single family residential use within, or appurtenant to, the said Northeast Quarter (NE/4) which is, or may in the future be, platted by Declarant as a residential lot within Griffin Park, or any additions or annexations thereto.

Each Member of the Association will be subject to the Association’s Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association may ultimately include other lands dedicated by Declarant as Common Areas within supplementary declarations pertaining to appurtenant lands developed as a part of

the Griffin Park community, notwithstanding same are not included on the appended Plat. Provided, Declarant intends that a portion of the Property, described as Griffin Gate, which is to be Platted as Griffin Gate, shall have certain Common Areas, **The Owners of Lots within Griffin Gate shall be Class A Members of the Association and shall also be Members of such other association as may be created by Declarant or its assignee for the assessment, management and control of the Common Areas in Griffin Park, as well as such other matters that Declarant may require in a separate declaration.**

If within twenty (20) years of the date of incorporation of the Association, the Declarant, or its successors and assigns, should develop additional lands within, or appurtenant to, the said Northeast Quarter (NE/4) of Section 32, such additional lands may be annexed to the Property and subjected to these Covenants without the consent of the Members.

ARTICLE 3

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

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

3.1.1 Lots. The Lot designations and statement of location and immediate area to which any Lot has access and any other data necessary for its proper identification are graphically described on the appended Plat.

3.1.2 Common Areas. The remaining portion of the Property is referred to herein as "Common Areas", as graphically described on the appended Plat as Blocks A and B. The Common Areas shall also include the rights of way appurtenant to Griffin Park Boulevard that are not included within a Lot, the fence and other improvements located thereon, and other common areas and rights-of-way made

common to the Association upon the filing of additional Plats and declarations by Declarant.

3.1.3 Conveyance of Common Areas and Dedication of

Easements. Declarant, in consideration of the benefits to be derived from this development, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Griffin Park Owners Association, Inc., its successors and assigns, all of its right, title and interest in and to the Common Areas within Griffin Park I, being more specifically described as Blocks A and B on the Plat of Griffin Park I, a residential subdivision to the City of Oklahoma City, Oklahoma County, Oklahoma.

- 3.2 Lots Subject to Restrictions.** All Lots in Griffin Park, including all additions thereto, shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth in these Covenants and in the By-Laws appended hereto, as same may be amended from time to time.
- 3.3 Owner's Nonexclusive Easement of Enjoyment Limitations.** Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the rights of the Association stated herein. Provided, the Common Areas within Griffin Gate shall only be common to, and subject to a nonexclusive right and easement of enjoyment of, the Owners of Lots within Griffin Gate.
- 3.4 Blanket Easements for Utilities.** There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated drainage and utility easements and rights-of-way, as shown on the Plat appended hereto and all such other Plats covering the Property that may be filed by Declarant, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical company, telephone

company and/or any other company providing services to the Property to erect and maintain the necessary poles and other necessary equipment on said easements.

ARTICLE 4
ASSOCIATION, ADMINISTRATION, CLASSES OF MEMBERS
AND VOTING RIGHTS

- 4.1 Association to Manage Property.** The administration of the Property shall be governed by the By-Laws of the Association, a true copy of which shall be available for inspection by all Owners at the offices of the Association. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time, and with these Covenants.
- 4.2 Membership.** The Association shall be composed of all of the Owners of separate Lots as same are hereinabove described. Membership in said Association shall be appurtenant to, and may not be separated from, ownership of any Lot, even though such interest and membership is not expressly mentioned in the deed or other instrument of conveyance. Ownership of a Lot shall be the sole qualification for membership in the Association.
- 4.3 Classes of Members.** The Association shall consist of Class A Members, Class B Members and the Declarant, the Class C Member.
- 4.3.1 Class A Members.** Class A Members shall be all those Owners of single-family residential Lots with the exception of Class B and C Members. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership as set forth herein. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no

event shall more than one vote be cast with respect to any Lot. Class A Members shall also include Owners of Lots in additions which may be developed, platted and subjected by Declarant to the provisions of these Covenants, by future amendment of these Covenants or otherwise.

4.3.2 Class B Members. Class B Members shall be Builders who have purchased, or contracted with Declarant to purchase, a Lot or Lots.

4.3.3 Class C Member. The Class C member shall be the Declarant. The Class C membership shall cease to exist when Declarant (i) owns no interest in any Lot in Griffin Park as same is shown on the Plat appended as Exhibit "A", and (ii) owns no interest in any Lot in any addition which may be subjected to these Covenants in the future.

4.4 Voting. The proportionate representation for voting purposes in the meetings of the Association shall be one (1) vote per Lot for Class A Members. The Class C Member shall be entitled to six (6) votes for each Lot owned by Declarant and six (6) votes for each Lot owned by a Class B Member. Class B Members shall not be entitled to vote on Association matters and business.

4.5 Membership Meetings. Regular and special meetings of the Association shall be held in accordance with the provisions of the By-Laws appended hereto and incorporated herein.

4.6 Board of Managers. The affairs of the Association shall be managed by a Board of Managers ("Board"). The Board shall be established and elected in accordance with the appended By-Laws and shall hold regular and special meetings according to the provisions of the By-Laws.

ARTICLE 5 ASSESSMENTS

- 5.1 Creation of Lien and Personal Obligation of Assessment.** Each Class A Member, by acceptance of a deed for a Lot, and each Class B Member, by acceptance of a deed for any Lot or execution of a contract to purchase a Lot from Declarant, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association the assessments set forth herein, each such assessment to be fixed, established, and collected from time to time as hereinafter provided. The purchase, annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Member's property superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be recorded and/or foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of (or in the case of Builders, who either own or have contracted to purchase) such Lot at the time when the assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed, but, nevertheless, the lien shall continue to be a charge and lien upon the land as above provided.
- 5.2 Purchase Assessments.** Upon the initial sale and transfer of title by Declarant of each Lot to a Builder or other original purchaser, there shall be immediately due and owing to the Association, a Purchase Assessment in the amount of One Hundred Fifty Dollars (\$150.00) per Lot transferred, which amount is assessed, due and payable, as of the date of transfer of title. All of such assessments shall be deposited into the Association's account(s) as provided in the By-Laws.
- 5.3 Annual Assessments.** Commencing on January 1, 2007, and on January 1st each year thereafter, there shall be an annual assessment due from each Class A and

Class B Member for each Lot owned (or subject to a contract to purchase) the amount of which shall be as set forth herein:

| Type of Member | Amount |
|----------------|----------|
| Class A | \$495.00 |
| Class B | \$150.00 |
| Class C | \$0.00 |

The annual assessment shall be assessed, due and payable, without formal action of the Board or Association, against each Lot and the record title owner thereof as of the first day of January of each year.

All Owners of Lots within Griffin Park, or any addition thereto, shall be subject to the Assessments provided herein, including the Annual Assessment, notwithstanding some Owners (including all the Owners within Griffin Gate) may also be subject to assessments imposed by additional covenants and declarations filed by Declarant.

5.3.1 Commencement Date of Annual Assessments for Class A

Members. The annual assessments provided for herein as to a Class A Member shall commence as of the date title to a Lot is transferred to the Class A Member. The Board shall determine the amount of the initial annual assessment due from such Owner, calculated by the following formula: Annual Assessment amount times the days remaining in the calendar year/365. The initial Annual Assessment shall be assessed, due and payable on the date title to the Lot is transferred to a Class A Member. Thereafter, the Annual Assessments shall be due and owing as of January 1st of each subsequent year by the Owner of the Lot occupying same as of said

date.

5.3.2 Commencement Date of Annual Assessments for Class B Members and Adjustment Upon Sale to a Class A Member.

The Annual Assessments provided for herein as to Class B Members shall purchase a Lot), or June 1, 2007, whichever date is later. The Board shall determine the amount of the initial Annual Assessment due from such Class B Member, calculated by the following formula: Annual Assessment amount times the days remaining in the calendar year/365. If the Class B Member shall sell the Lot to a Class A Member during the calendar year for which an assessment has been paid, the Class B Member shall be entitled to a prorated refund of the assessment. The amount refunded shall be determined by multiplying the Class B Annual Assessment amount times a fraction, the numerator being the number of days remaining in the calendar year upon the sale of the Lot to a Class A Member and the denominator being 365.

5.3.3 Class B Members Obligated to Pay Ad Valorem Taxes. In addition to the payment of the Purchase Assessment and the Annual Assessments, Class B Members who have acquired an interest in a Lot through a contract to purchase from Developer shall be obligated to pay the ad valorem taxes associated with such Lot as of the date of the contract to purchase. Class B Members shall pay to Developer, within ten (10) days of demand, the ad valorem tax assessed against the Lot.

5.4 Increase of Annual Assessment. From and after September 1, 2008, the Board, after consideration of current maintenance costs and future needs of the Association, may increase the Annual Assessment upon Class A Members by a maximum of 10% per year, effective as of the following January 1st, without a vote of the Members. Increases in the Annual Assessments of Class A Members in excess of 10% per year must be approved by a majority of the votes cast at the annual Association

Meeting, or at any special meeting specifically called for such purpose.

There shall be no increase in the Annual Assessment paid by the Class B Members without the express written approval of same by the Class C Member and upon approval of 60% of the votes by the Members. Provided, in the event a Builder or his tenant occupies a structure as a residence, then the Builder will be deemed to be a Class A Member in regard to said Lot.

Notwithstanding any other provision within these Covenants and/or the By-Laws of the Association, Class A Members shall not be entitled to amend the Covenants and/or the By-Laws in any manner which would subject the Class C Member to an assessment by the Association and/or which would increase the amount of the assessment on Class B Members, unless the Class C Member expressly consents in writing to such action.

Provided further Declarant shall pay deficits incurred by the Association in respect to annual operating expenses. Upon majority vote of the Board, the Association may assess the amount of any such unpaid deficit as a lien against the Lots owned by Declarant. All liability of Declarant for deficits to the Association's budget shall terminate upon the earlier event of (a) ownership by Class A Members of 60 or more Lots, or (b) January 1, 2014.

- 5.5 Special Assessments.** The Association may levy a special assessment equally upon Class A Members for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or related to the Common Areas (excluding common expense obligations specifically defined as Griffin Gate Expenses), including the community pool, buildings, fixtures, landscaping and personal property associated therewith), or to defray any unanticipated or underestimated expense normally covered by the purchase assessment and regular annual assessments (and, where necessary, for taxes assessed against the Common Areas maintained or owned by the Association); provided that, any such assessment or charge as to any period must be approved by at least two thirds (2/3rds) vote of the Members attending a special meeting called for

such purpose, written notice of which shall be sent to all Members not less than fifteen (15) and not more than thirty (30) days in advance of the meeting setting out the purpose of the meeting. Special assessments may also be levied against any individual Lot and its Owner, other than Declarant, to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with these Covenants and/or the By-Laws.

5.6 Purpose of Assessments; Management of Common Profit. Assessments, including the purchase assessment, annual assessment and any special assessments which may be levied by the Association, shall be used exclusively to provide for the management and maintenance of the Common Areas, for the common good of the Property and Members. To the extent the Assessments generate a Common Profit, the Common Profit shall be maintained in the Association's account and expended solely to defray management and maintenance expenses for the common good of the Property and Members. In the event the Assessments generate Common Profit in excess of that deemed necessary by the Board for prudent management of the Property, the Board may propose a reduction in the Annual Assessment amount. Any reduction in the Annual Assessment amount must have the specific written approval of the Declarant, if Declarant owns any Lots within Griffin Park, and must be approved by a majority of the votes cast by the Members at the annual Association meeting or at a special meeting specifically called for such purpose. At any such special meeting called to consider a reduction in the amount of the Annual Assessment, the Board shall give notice of the date, time and place for such meeting to all the Members, as provided in the By-Laws.

5.7 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which were due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or from the lien thereof. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments due from the grantor to the Association

without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Provided, prior to the voluntary transfer, a grantee may request, at least 15 days prior to the Closing, a statement from the Association setting forth the amount of the unpaid assessments due the Association from the grantor and such grantee shall not be liable for, nor shall the Lot be subject to a lien for, any assessments owed by the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

5.8 Enforcement of Assessment Obligation; Interest; Fees; Priorities;

Discipline. Any part of any assessment not paid by the last day of January shall incur a late fee of one hundred dollars (\$100) as well as have their clubhouse key card turned off. Additional fees of one hundred dollars (\$100) shall be incurred for dues not paid by the last day of each month thereafter. The Association is authorized to file of record notices of assessments and/or liens against the Property and/or any specific Lot. Liens will also be placed on homes not paid in full on March 1st. When a recorded notice of assessment is delinquent and/or a lien is filed against a Lot to secure the payment of any assessment specified herein, such notice of assessment and/or lien shall constitute a lien on such Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. A lien filed by the Association to secure the payment of an Assessment shall implicitly include all attorney fees, litigation expenses, interest and penalties. A lien may be enforced by the Association's judicial sale of the Lot burdened by the lien, which proceeding may be prosecuted by the Association, its attorney or other person authorized by this document or by law to make the sale. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, which penalties may include attorney fees and expenses of litigation or

collection, against an Owner who is in default in payment of any assessment, after notice and hearing according to the By-Laws.

ARTICLE 6

DUTIES AND POWERS OF THE ASSOCIATION AND BOARD

6.1 Statutory Duties and Powers of the Association. The duties and powers of the Association shall be as required, implied or necessary by 60 Okla. Stat. §§ 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments.

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

6.2.1 Maintenance of Common Areas. The Association shall be responsible for (i) the maintenance, operation and repair of the Common Areas, as defined herein – specifically including the community pool, fencing and improvements located on Blocks A or B; (ii) the rights of way, community fence, walls and green belt areas associated with the entrances at NW 178th and appurtenant to Griffin Park Boulevard; and, (iii) any other areas shown on the plats filed or to be filed as common use area, such as entrances, islands, center medians, green belt areas, drainage easements, etc. It is the intent of this Declaration to require the Association to maintain, insure, repair, replace, restore, operate and manage all of such Common Areas. Provided, common areas which are expressly set forth herein and/or by separate declaration as being common only to the Owners within Griffin Gate, shall be maintained at **the** common expense of the Owners within Griffin Gate as part of Griffin Gate Expenses.

6.2.2 Enforcement. Enforce the provisions of this Declaration by appropriate means including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the

commencement of legal proceedings.

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

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

ARTICLE 7

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

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

7.1 Nuisances. No noxious, illegal or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his respective Lot, or which shall in any way increase the rate of insurance for the Property or Association, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

7.2 Use of Lots. Except as may be provided herein below, each Lot shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant. Any lessee or tenant shall in all

respects be subject to the terms and conditions of these Covenants, the By-Laws and any rules and regulations adopted hereunder. Without the prior written consent of the Board, nothing shall be done or kept on any Lot or on the Common Areas which would increase the rate of insurance charged to the Association for the Property over what the Association, but for such condition or activity, would pay.

7.3 Architectural Standards and Building Committee. No residence shall be erected or altered on any Lot except as is installed or approved by the Declarant in connection with the initial construction of buildings or until the building plans and specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in Griffin Park, and as to the location of the building with respect to topography and finished ground elevation, by a building committee composed of BILL ROBERTS and CORBYN ROBERTS, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location. In the event the building committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision. The building committee may act upon its own motion or upon the written request of any Owner. The Association, building committee or its representatives may institute suit to enjoin or to remove such additions, alterations or improvements, which have not been approved as provided herein, at any time, and all costs and attorney fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the original specifications previously approved by the building committee. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Unless they shall sooner resign, the original members of the building committee, and their successors, shall be replaced, effective January 1, 2015, with three individuals, all of whom must be Owners, who shall serve for such

terms as designated by the Board.

- 7.4 Structural Size Restriction.** The floor area of the main structure of each single family dwelling, exclusive of porches, basements and garage(s), shall not be less than 2000 square feet. Provided, Declarant may establish smaller or larger structural size restrictions for Lots not encompassed within the boundaries of the Plat appended hereto as Exhibit "A" by filing an amended or supplemental covenants pertaining to such Lots.
- 7.5 Brick or Stone Construction.** Unless otherwise approved by the building committee, the principal exterior of the first floor of any residence, excluding the roof, shall be at least seventy percent (70%) brick, stone or stucco, as approved by the Building Committee, and thirty percent (30%) may be frame wood, shingles or other materials which will blend together with the brick, stone or stucco. It is the intent of this restriction to allow panels of other materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty percent (30%) or more of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of the first floor of residences to masonry in their construction, but may be modified to allow use of other materials to blend with the masonry to eliminate repetition of design, provided such modification must be approved in writing, in advance, by the building committee. No wood fireplace chimneys or chases will be allowed. All wood burning fireplaces must have a brick, stone or stucco chimney or chase. Direct vent gas log fireplaces may have pipe chimneys with the prior approval of the Building Committee.
- 7.6 Garages and Carports.** Garages must be at least two cars wide and must be attached to the residence. No carports shall be permitted on the Property.
- 7.7 Roof Construction.** Unless otherwise approved by the building committee in writing, the roof of each residential structure, including garages, shall be constructed with GAF Timberline HD shingles, or an equivalent or superior shingle approved by the HOA, which shingles shall be of gray weathered wood color. The minimum roof pitch shall be 8:12. Upon written application to the building committee, the building

committee may approve variances to this restriction if such variance, in the opinion of the building committee, conforms to the architectural standards of the Property. All such variances must be approved in writing by the building committee.

7.8 Setback and Side Building Limits. No building structure or part thereof shall be erected or maintained on any Lot nearer to the front street or the side street than the front building limit or the side building limit line as shown on the Plats. Generally, no building structure or any part thereof shall be located, placed or maintained within five feet (5') of the side Lot line of any Lot. Chimney chases shall be allowed to reasonably protrude beyond the side and rear Lot set back lines. No building structure or part thereof shall be erected or maintained within ten (10') of the rear Lot line. Set back requirements for corner Lots are reflected on the Plats filed or to be filed by Declarant. Provided, Declarant may establish different setback and side building limits for Lots not encompassed within the boundaries of the Plat appended hereto as Exhibit "A" by filing an amended or supplemental covenants pertaining to such Lots.

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

7.10 Pets. It is expected that Griffin Park residents observe standard Oklahoma City leash laws when walking dogs in the neighborhood. It is also expected that owners will pick up after their animals and not leave piles in resident's front yards or in the park/common areas. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

7.11 Above Ground Pools. No pools with a capacity of more than 350 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of

any Lot.

7.12 Vehicle Restrictions. No trailer, recreational vehicle, camper (including a camper shell on a pickup truck or other vehicle), mobile home, commercial vehicle, truck (other than standard size pickup truck), inoperable vehicle, boat or similar equipment shall be permitted to remain upon any Lot, Common Area or street, except within a completely enclosed garage, other than temporarily. For purposes of this restriction “temporarily” means a period less than 24 hours. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated on the Property.

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

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

The Association provides the following guidance for personal signs in HOA member lots:

7.14.1 General.

All personal signs must be limited to members’ yard only. Must not encroach on the sidewalk. Must not block drivers view or impede street traffic. Must not promote businesses or services. Must not be vulgar or offensive in nature. Must be removed within 5 days of the event unless otherwise specified unless otherwise specified.

7.14.2 Section 2. Types of Signs.

Garage sale signs must be removed when the event is concluded. Temporary signs in member's yard providing directions to an event, baby shower, birthday party, etc. must be removed when the event is concluded. Temporary signs providing directions to an event, baby shower, birthday party, etc., may not be placed in a location different than the member's yard without the consent of the property owner or resident and must be removed by the individual(s) posting the sign when the event is concluded. Signs celebrating birthdays, homecomings, personal achievements, etc., must be removed within 4 days. Yard decorations such as welcome signs, seasonal signs, holiday decorations, sports team support signs should be removed as appropriate. Permitted signs (construction permits, fence signs, etc.) should be removed as appropriate and according to state or local regulations. No soliciting signs on porch may be left in place. Beware of dog signs on porch or fence may be left in place. Signs denoting protection by an alarm company or the use of security cameras may be left in place.

7.14.3 Election Signs.

Election signs must not exceed 2 feet x 2 feet. Are limited to one per yard. May not be displayed earlier than 30 days before an election date. Must be removed within 3 days of the vote.

7.14.4 Signs not covered in 7.14.1 – 7.14.3

The Board will review requests for signs not listed above on an individual basis.

7.15 Prohibition of Wind Generators, Radio and Television Antennas. No radio tower shall be constructed or installed upon any Lot or Common Area. No alteration to, or modification of, a central radio or television antenna or cable system, whichever is applicable, shall be permitted and no Owner may be permitted to construct, use or operate an external radio or television antenna, including satellite dish receivers with

diameters in excess of thirty inches (30"), without the written consent and approval of the building committee. Wind power generators are prohibited on the Property.

- 7.16 Liability of Owners for Damage to Common Areas.** The Owner of each Lot shall be liable to the Association for all damages to the Common Areas or improvements thereon caused by such Owner, or any occupant or guest of such Owner.
- 7.17 Power Equipment and Car Maintenance.** No power equipment, workshops or car maintenance shall be permitted on any Lot as a commercial venture. Car maintenance, other than routine servicing of vehicles (oil change, car wash, etc.), shall not be conducted on the Property except wholly within the garage of a residence.
- 7.18 Temporary Structures.** No structure of a temporary nature, including trailers, mobile homes, basements, tents, shacks, garages, barns or other outbuilding shall be used on any lot or building site at any time as a residence, either temporarily or permanently. This restriction shall not apply to temporary business offices of builders.
- 7.19 Outbuildings.** No outbuildings, sheds or storage structures of any kind will be permitted or located on any Lot.
- 7.20 Waiver of Restrictions by Building Committee.** The Building Committee is authorized to waive any of the terms and conditions of these covenants pertaining to the construction and location of structures if the Building Committee determines that the requested waiver would be in conformity and harmony with the external design of existing structures, and/or as to the location of the building or structure, with respect to topography and finished ground elevation. All such waivers shall be documented by written confirmation sent to the Owner(s) who requested such waiver and by filing a copy thereof in the Minutes of the Association. Failure of the Building Committee or Association to timely object to any act, request for waiver, or construction of a structure that fails to comply with these covenants shall not be considered or construed as a waiver. Provided, should the Building Committee fail to act upon or specifically reject, within thirty (30) days, the plans and designs properly submitted to

it by a Class B Member, the plans and designs shall be deemed approved as submitted to the Building Committee.

7.21 Community Fence and Special Fence Requirements and Restrictions on Lots Appurtenant to Griffin Park Boulevard and Common Areas. All Owners of Lots which abut on the rear lot line to Common Areas A or B (as described on the Plat of Griffin Park I) shall, at such Owner's individual expense, construct and maintain on the rear lot line a uniform tan vinyl fence as approved by the Building Committee. All posts and support structures for fencing panels shall be installed on the residential Lot side of the fence, leaving uniform and consistent facing toward Common Area A and B. The type and height of such fence shall be as approved by the Building Committee.

The Declarant shall install a tan vinyl fence appurtenant to Griffin Park Boulevard from NW 178 Street to a point that is perpendicular to the rear lot line of Lot 1, Block 1. Such fence shall be maintained as a common area by the Association. Owners of Lots which are appurtenant to Griffin Park Boulevard shall be required to install and maintain at such Owner's expense a matching tan vinyl fence on side set back lines that are appurtenant to Griffin Park Boulevard. The fence shall be approved by the Building Committee prior to installation. All posts and support structures for fencing panels shall be installed on the residential Lot side of the fence, leaving a uniform and consistent facing toward Griffin Park Boulevard. The fence on the side Lot line of such lots shall, at a minimum, run the length of the yard from the rear lot line to the rear edge of the Residence. The Owner of each Lot with a fence requirement or restriction shall be responsible for maintaining the fence in good repair and replacement of the fence, as needed.

Griffin Park Owners of Lots which are appurtenant to Griffin Park Blvd. shall be required to install and maintain at such Owner's expense a matching cedar cap and trim style fence. Cedar fencing shall meet the following requirements: 6-foot tall, having 6-inch pickets, with posts on the inside leaving a flush finish appurtenant to Griffin Park Blvd. Stain should be matching that of all fences along Griffin Park Blvd. and approved by the Building Committee. The fence on the side lot line of such lots

shall, at a minimum, run the length of the yard from the rear lot line to the read edge of the residence. The owner of each lot with a fence shall be responsible for maintaining the fence in good repair and replacement of fence as needed. The custom stain color for Griffin Park Blvd. can be obtained at Sherwin Williams. Sales Number 6403-59360. DeckScapes Oil Semi-Transparent Tint # A18C50602. This would apply to all fence staining done after June 1, 2020.

7.22 Oilfield Lease Road. No motorbikes or off road vehicles shall be permitted on the oilfield lease roads within Griffin Park.

7.23 Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants of this Article 7 or elsewhere in these Covenants are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in Griffin Park in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to defend and hold the Declarant, its representatives, successors and assigns, harmless therefrom.

7.24 Prohibition of Construction or Alteration Without Building Committee Approval. No building, structure, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, carport, carport cover, improvement or structure of any kind shall be commenced, erected, maintained upon the Property, rebuilt, altered or improved, until same has been approved in writing by the Building Committee. Provided, should the Building Committee fail to act upon or specifically reject, within thirty (30) days, plans and designs properly submitted to it by a Class B Member, the plans and designs shall be deemed approved as submitted to the Building Committee.

7.25 Enforcement and Access by Managers and Building Committee. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, Declarant, any member of the Building Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot and the

improvements thereon (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

7.26 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons shall be permitted.

7.27 General Appearance. The property owner is responsible for maintenance of structures, landscaping, and general yard appearance to meet the neighborhood standards stated in the Griffin Park CC&Rs. To further clarify, as a visual rule of thumb, homeowners' yards and flowerbeds shall be compared to the Griffin Park Main HOA common areas in and around the park and entrances under normal situations. Every Griffin Park homeowner shall keep their flower beds free of weeds and grass year round; lawns mowed, weed-free (including but not limited to dallisgrass, crabgrass, and other 'grasses' that are considered weeds by definition, and edged consistently during the mowing season. Lawns shall be kept green during the spring & summer season. Bushes shall be live, trimmed and shaped. Trees shall be live, trimmed and cut back to enhance the property. Over grown shrubs and trees that cover over the front of houses or that extend outside of their intended area(s) shall not be tolerated. In the case of lots with new construction, the builder is responsible to meet all neighborhood standards stated in the Griffin Park CC&Rs once the structure is completed or within 18 months from the construction start date, whichever comes first.

7.28 Community Pool and Clubhouse Property. It is expected that residents will treat the pool and clubhouse in such a manner that leaves it in working and operable condition for all residents. Further, it is expected that users abide by and accept these rules during use:

7.28.1 No smoking is permitted in the clubhouse or pool area.

7.28.2 Users of the pool under the age of 14 must be accompanied by an adult.

7.28.3 No glass is permitted in the pool area.

7.28.4 Users of the fitness room acknowledge the HOA is not held responsible for injuries sustained during use of the room. In addition, those under the age of 14 must be accompanied by an adult.

7.28.5 No food is permitted in the fitness room.

7.28.6 Damage done to any part of the pool or clubhouse is subject to fines and reimbursing the HOA for costs incurred to restore to, at minimum, original condition before the incident.

ARTICLE 8 GENERAL PROVISIONS

8.1 Enforcement. The Association, any Owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual Owner shall have no right to enforce the collection of any assessment levied against any other Owner under Article 4, above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Neither Declarant, developer or any member or designated representative of the original Building Committee shall be liable to the Association, any Member of the Association, or any third party for claims arising from the enforcement of, or failure to enforce, the terms, conditions and provisions of this Declaration, or any

waiver thereof, whether such action be intentional, unintentional or negligent.

8.1.1 Enforcement Guidelines:

1. First Send a Letter: When the Board receives a report, or a board member observes, a violation of the CC&Rs, the Board will validate the claim and then send a letter to the homeowner bringing to their attention they are in violation of the CC&Rs of the Griffin Park Homeowners Association. The letter will ask that they come into compliance within seven (7) days of the date of the letter.
2. Fines: If the violation is not addressed by the date in the letter, the homeowner will be assessed a fine in the amount of one hundred dollars (\$100). Fines will continue to be assessed for one hundred dollars (\$100) for every 7 days the violation is not addressed.
3. Fines: If the violation continues, the Board may impose fines against the homeowner in the amount of \$100 for the first month and raised in increments of \$100 per month until the guidelines are met, take action to remedy the violation and bill the homeowner for the costs or seek injunctive or other legal relief.
4. Collection and Liens: If the homeowner refuses to pay fines or costs, the Board may turn the debt over to a collection agency to recover the fines and costs or place a lien against the property to recover all such fines and fees.
5. Board Charge: The Board of Directors is charged with the responsibility to enforce the By Laws, Covenants and Restrictions, Design Guidelines, and the Rules and Regulations.

8.1.2 Appeals Process: Homeowners may address the Board at any Board meeting to present their case regarding any action taken by the Board. The homeowner shall notify the Board of any such appeal at least 24 hours prior to the meeting. Upon hearing from the homeowner and any other concerned person, the Board shall render a decision, and such decision shall be final.

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

8.3 Amendments. To the extent not inconsistent with 60 Okla. Stat. §§ 851, et seq., as same is now or may hereafter be amended, an amendment of these Covenants may be enacted by the vote or written assent of at least sixty percent (60%) of the Members, with each Member having the number of votes as set forth in 114.4 above. Provided, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes of each class required for an action to be taken under that specific clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

8.4 Mortgage Protection Clause.

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

derived through foreclosure or trustee's sale or otherwise.

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

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

8.5.1 Insurance Premiums. Insurance premiums on policies purchased by the Association shall be a common expense to be paid from the assessments provided for herein or as levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Owners to obtain additional individual insurance. The Board shall be authorized to participate with any other association within Griffin Park, including all additions thereto, in the joint purchase of insurance should the Board determine that such action is in the best interest of the Association.

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

8.5.3 Service of Process. The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is William D. Roberts, 1725 W. 33rd Street, Edmond, Oklahoma 73013, or such other person as the Board may designate by an amendment hereto filed solely for that purpose. The Board may amend the designated service agent without a vote of the Members.