

Declaration of Covenants, Conditions and Restrictions of Hyde Park At Tulsa Hills

This is a transcribed version of the original document filed June 1, 2013, Recorded 10-11-2013 Tulsa County Clerk - Doc # 2013102770

Declaration of Covenants, Conditions and Restrictions of Hyde Park At Tulsa Hills

THIS DECLARATION is made as of June 1, 2013, by Hyde Park, L.L.C., an Oklahoma limited liability company (hereinafter referred to as "Developer").

RECITALS:

- A. Developer is the developer of Hyde Park At Tulsa Hills, a Subdivision in the City of Tulsa, Tulsa County, Oklahoma, recorded in the office of the Tulsa County Clerk on 08/05/2011 as Document #6394 (hereinafter referred to as "Hyde Park at Tulsa Hills" or as "Hyde Park" or as the "Subdivision").
- B. Hyde Park At Tulsa Hills was developed as a community of 165 single family lots and includes certain common area, the residential lots being described as Lots 1 thru 24, Block 1; Lots 1 thru 24, Block 2; Lots 1 thru 29, Block 3; Lots 1 thru 28, Block 4; Lots 1 thru 16, Block 5; Lots 1 thru 10, Block 6; Lots 1 thru 34, Block 7; (herein after referred to as the "Lots"); together with Reserves "A" through "L", all within High Park at Tulsa Hills.
- C. Developer hereby declares that Hyde Park at Tulsa Hills shall be held, sold and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of Hyde Park at Tulsa Hills and which shall run with the land and shall bind Developer and its successors in title and shall be enforceable as hereinafter set forth.

ARTICLE I. DEFINITIONS

Section 1. Homeowners Association.

"Homeowners Association" shall mean the "Hyde Park at Tulsa Hills Homeowners Association, Inc.", an Oklahoma non-profit corporation, formed or to be formed by Developer and whose membership shall be comprised of the owners of Lots within Hyde Park at Tulsa Hills.

Section 2. Owner.

"Owner" shall mean the owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Common Area.

Common Area shall mean all real property, including easements, (and improvements thereon) owned or maintained by the Homeowners Association for the common use, benefit and enjoyment of the Owners, including, but not limited to the following:

Reserves "A" through "L" depicted upon the Plat of Hyde Park at Tulsa Hills; fencing and landscaping easements depicted upon the Plat of Hyde Park at Tulsa Hills; private streets, open space, landscaping, trails, screening fences and walls, entry features including gates, guard houses and related security facilities, Subdivision identification signs, and any clubhouse or recreational facilities which may be constructed.

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Section 4. Developer.

“Developer” shall mean Hyde Park, L.L.C., an Oklahoma limited liability company, its successors and assigns, if such successors or assigns should acquire all of the Lots in Hyde Park at Tulsa Hills then owned by Hyde Park, L.L.C. and the number of Lots so acquired exceeds three (3) and if the rights of Developer are expressly assigned as set forth within Article VI hereof.

ARTICLE II. BUILDING AND USE RESTRICTIONS

The Lots shall be subject to the following use restrictions:

Section 1. Architectural Committee.

A. Plan Review.

No building, structure, fence, wall, paving, retaining wall, landscaping, swimming pool, exterior lighting, exterior antenna, or free standing mail box shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by Developer or its authorized representatives or successors, which are hereinafter referred to as the “Architectural Committee”.

For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. Approval of plans is at the sole discretion of the Architectural Committee exercised in accordance with the purposes of the Committee hereinafter set forth. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within thirty (30) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 180th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

Notwithstanding the foregoing, the approval or failure to approve building plans shall not be deemed a waiver of any restriction.

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B. Architectural Committee Purpose.

The purpose of the Architectural Committee is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the proposed color scheme, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Developer, Homeowners Association and Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for the builder, building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Lot Owner in the Subdivision from prosecuting any legal action relating to improvements within the Subdivision which such Lot Owner would otherwise be entitled to prosecute.

C. Transfer of Duties.

Upon conveyance of the last Lot owned by Developer, or by its successors or assigns to whom the rights of Developer have been assigned as set forth within Article VI, the powers and duties of the Architectural Committee shall be deemed transferred to the Homeowners Association established in accordance with Article III. Notwithstanding the foregoing, Developer, or its successors or assigns to whom the rights of Developer have been assigned as set forth within Article VI, shall have the right, at its discretion, to assign to the Homeowners Association, by written assignment, the powers and duties of the Architectural Committee prior to the conveyance of the last Lot. Upon assignment to the Homeowners Association, the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners Association.

D. Design Guidelines and Rules and Regulations.

The Developer and/or the Homeowners Association, may, from time to time, adopt Design Guidelines and Rules and Regulations for construction and/or modification of homes, dwellings, structures and improvements within the Subdivision, and for the implementation, interpretation, modification or waiver any of these easements, restrictions, covenants, and conditions, for the purpose of protecting the value and desirability of Hyde Park at Tulsa Hills, as solely determined by the Developer or the Homeowners Association. Such Design Guidelines or Rules and Regulations may be greater or less restrictive than provided in this Declaration.

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Section 2. Use.

Use of the Lots shall be limited to use for single family detached residences and customary accessory uses.

Section 3. Floor Area.

The computation of living area shall be based upon a measurement made horizontally at top plate level to the face of the exterior wall and shall exclude basements, attics, garages, open spaces, and breezeways

A. Bungalows/Garden Homes.

Within Lots 1 through 24, Block 2, and Lots 1 through 10, Block 4, there shall be single story dwellings only and such single story dwellings shall have a minimum of 1,400 square feet of living area.

B. Cottages/Patio Homes.

Within Lots 1 through 24, Block 1; Lots 1 through 16, Block 5; Lots 1 through 10, Block 6; and Lots 1 through 34, Block 7, single story dwellings shall have a minimum of 1,700 square feet of living area. One and one-half (1 1/2) or two (2) story dwellings shall have a minimum of 1,950 square feet of living area, with the first floor having a minimum of 1,400 square feet of living area.

C. Villas/Patio Homes.

Within Lots 1 through 29, Block 3, and Lots 11 through 28, Block 4, single story dwellings shall have a minimum of 2,100 square feet of living area. One and one-half (1 1/2) or two (2) story dwellings shall have a minimum of 2,350 square feet of living area, with the first floor having a minimum of 1,700 square feet of living area.

Section 4. Garages.

Each dwelling shall have an attached enclosed garage providing space for minimum of two (2) automobiles. Carports are prohibited. Garage doors shall be constructed of wood or have wood veneer finish, and glass in garage doors is prohibited.

Section 5. Foundations.

The exterior surface of any exposed foundation, including stem walls, shall be brick, stone or stucco.

Section 6. Masonry.

A minimum of 100 % of the exterior surface of exterior walls (excluding windows and doors) or to the top of the first floor plate shall be of brick, stone, stucco. Vinyl siding of any exterior wall is prohibited. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the restrictions set forth in this Section.

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Section 7. Windows.

Windows shall be vinyl, wood, or vinyl clad wood. Metal windows are prohibited.

Section 8. Roof flashing, vent pipes and chimney covers.

Exposed roof flashing, vent pipes and chimney covers shall be copper or painted.

Section 9. Roof Pitch.

No dwelling shall have a roof pitch of less than 6/12, except for porches and patios which shall have a roof pitch of not less than 4/12. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the restrictions set forth in this Section.

Section 10. Roofing Materials.

Roofing for a dwelling shall be Architectural composition shingles, (Limited Lifetime, Architectural Heavy Weight Shingles, Weathered Wood color, or equal) and shall be wood grained in appearance (such as Tamko Heritage II simulated "weathered wood" shingles). Provided, however, that if such roofing should not be reasonably available, alternative roofing approved by the Architectural Committee shall be permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

Section 11. Gutters and Downspouts.

Dwellings shall include professionally installed gutter and downspout systems.

Section 12. Chimneys.

The exterior of all chimneys shall be masonry.

Section 13. Driveways.

Driveways shall be concrete, and shall be the same color as the sidewalks and curbs within the Subdivision. The width of the driveway shall not exceed the width of the garage by more than two (2) feet and shall be within the Lot.

Section 14. Fencing.

Fencing or walls within a Lot shall not extend beyond the front building line of the Lot, and if a dwelling is built behind the front building line, no fence may extend beyond that point nearest the street at each corner of the front building wall of the dwelling. Within corner Lots, fencing or walls in the side yard adjoining the street shall be set back a minimum of 10 feet from the side lot line. Within Lots 1, 2, 3, 5, 6, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41 and 42, Block 2, fencing within the yard that adjoins Reserves "D" or "J" shall be constructed of wrought iron and shall not exceed 4 feet in height. Elsewhere, fences or walls

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Section 14. Fencing.

Fencing or walls within a Lot shall not extend beyond the front building line of the Lot, and if a dwelling is built behind the front building line, no fence may extend beyond that point nearest the street at each corner of the front building wall of the dwelling. Within corner Lots, fencing or walls in the side yard adjoining the street shall be set back a minimum of 10 feet from the side lot line. Within Lots 1, 2, 3, 5, 6, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41 and 42, Block 2, fencing within the yard that adjoins Reserves "D" or "J" shall be constructed of wrought iron and shall not exceed 4 feet in height. Elsewhere, fences or walls within a Lot shall be constructed of wrought iron. Chain link, barbed wire, meshed or other metal fencing is prohibited. No wrought iron fence shall exceed 4 feet in height, except around pools which shall not exceed 4 1/2 feet in height. No fence or wall shall exceed 6 feet in height. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions. Notwithstanding the foregoing, nothing within this Section shall be deemed a restriction upon the fencing or walls constructed within the areas depicted upon the Plat of Hyde Park at Tulsa Hills as "Fence and Landscape Easement" or "F&L/E". Cost of common fencing of Lot Owners shall be reimbursed as set forth by the Homeowner Association.

Section 15. On-site Construction.

No dwelling or building built off-site shall be moved to, or placed on, any Lot.

Section 16. Outbuildings.

Outbuildings are prohibited; provided however, the Architectural Committee may in the particular instance and upon written request approve a waiver of the restrictions set forth in this Section.

Section 17. Swimming Pools.

Above ground swimming pools are prohibited.

Section 18. Antennas.

Exterior television, "cb" radio or other types of antennas shall be prohibited, provided however, satellite dishes or similar outside electronic reception devices not exceeding 20 inches in diameter may be affixed to a rear building wall or dormer if below the eave and not visible from the street view of the dwelling, and the specific location of the same is approved by the Architectural Committee. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

Section 19. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot and each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

Section 20. Parking in Streets or Reserves.

Except as may be permitted by the Rules and Regulations established by the Homeowners

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Section 20. Parking in Streets or Reserves.

Except as may be permitted by the Rules and Regulations established by the Homeowners Association with respect to parking during occasional events within the Subdivision, no onstreet parking or parking within Reserves is permitted within the Subdivision. All vehicles must be parked either within the enclosed garage or on the drive within the Lot.

Section 21. Recreational Vehicles and Equipment.

No boats, recreational trailers, personal water craft, golf carts, campers, motor homes or other recreational vehicular equipment, shall be stored, placed or parked on any street within the Subdivision or on any Lot, except within an enclosed garage.

Section 22. Trailers, Machinery and Equipment; Commercial Vehicles.

No trailers, machinery or equipment, or commercial vehicles, shall be stored, placed or parked on any street within the Subdivision or on any Lot, except within an enclosed garage; provided however, nothing herein shall prohibit the parking of vehicles, trailers, machinery or equipment when being utilized in connection with services pertaining to a residence in the Subdivision; further provided that nothing herein shall prohibit the parking of light trucks without commercial signage (maximum 3/4 ton).

Section 23. Clotheslines, Garbage Receptacles, HVAC.

Exterior clothesline poles or other outdoor drying apparatus are prohibited. Garbage cans and other trash receptacles shall be out of view from any adjoining street or from any adjoining Lot except during reasonable times necessary to permit curbside pickup. HVAC condensing and mechanical units shall be screened from view from any adjoining street or Lot.

Section 24. Mailboxes.

As long as a rural type mailbox is in use in the Subdivision for U.S. postal service, mailbox pedestals shall conform in design to specifications established by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 3 feet from the edge of the driveway that borders the smallest continuous lot area and 3 inches inside the base of the curb. The top of the mailbox shall be 42 inches above street level.

Section 25. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats and other household pets may be kept provided that they are not used for commercial purposes. All pets shall be restrained in such a manner as will prevent them from entering upon neighboring Lots. When outside the Lot in which the pet resides, or in the common areas

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of the Subdivision, all pets shall be accompanied by their Owner or Owner's family member or guest and shall be kept on a leash. The Owner of a pet shall be responsible for the immediate removal and proper disposal of all excrement of the Owner's pet outside the Lot in which the pet resides or in the common areas of the Subdivision. Except when accompanied by the Owner, the Owner's family member or guest, pets shall be kept inside the dwelling on the Lot between the hours of 10:00 p.m. and 7:00 a.m.

Section 26. Noxious or Offensive Activity.

No noxious or offensive trade or activity, nor illegal activity, shall be carried out upon any Lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

Section 27. Signage.

No sign other than customary name plate and address shall be displayed to the public view on any Lot except one sign of not more than 5 square feet advertising the property for sale or signs used by Developer or a builder to advertise the property during the construction and sales period. No rent or lease signs are permitted.

Section 28. Materials and Storage.

No Lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction, and the construction shall be completed within six (6) months thereafter. Each Lot shall be maintained in a neat and orderly condition.

Section 29. Temporary Structures.

No shack, trailer, mobile home or other structure of a temporary nature shall be permitted within a Lot, provided however that nothing herein shall prohibit customary temporary structures during the period of initial construction within the Lot.

Section 30. Model Homes Sales Offices.

During the construction and sales period for Hyde Park at Tulsa Hills, builders shall be permitted to construct model homes within the Subdivision and to use the model home and/or the garage therein, as a sales office.

Section 31. Landscaping of Lot.

Within 30 days following issuance of an occupancy permit for the dwelling within the Lot, the front yard shall be sodded and landscaped, and a minimum of one tree (minimum 2 1/2" caliper) shall be planted in the front yard, and a minimum of one tree (minimum 2 1/2" caliper) shall be planted in the rear yard. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the dwelling. No railroad ties shall be permitted within the Lot.

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Section 32. Ornamental Landscape Design Items.

Ornamental landscape design items (including but not limited to flagpoles, statuary, fountains, ornamental lighting, and the like) which can be viewed from the adjoining street or adjoining Lots are not permitted within a Lot, provided that a reasonable quantity of seasonal and holiday exterior decorations shall be permitted during the appropriate season. The Architectural Committee, may in the particular instance and upon written request approve a waiver of the restrictions set forth in this Section.

Section 33. Recreational Equipment.

No basketball goals, swing sets, soccer goals, trampoline or other playground equipment shall be permitted within a Lot.

ARTICLE III. HOMEOWNERS ASSOCIATION

Section 1. Membership.

Every owner of a Lot shall be a member of the Homeowners Association. Membership shall be mandatory and appurtenant to, and may not be separated from, ownership of any Lot. The owner of a Lot by acceptance of the deed thereto acknowledges that the management and maintenance of the Common Area is the obligation and the responsibility of the Homeowners Association, and Developer's obligations and responsibilities pertaining thereto are the same as any other Lot owner except as hereinafter specifically modified.

Section 2. Professional Management.

The Homeowners Association may hire a professional management company to perform the management, maintenance, and administrative duties of the Homeowners Association. The management company shall have no affiliation with the Developer or any Lot owner. Compensation shall be commensurate with prevailing compensation for first class management companies performing services in the South Tulsa area, with consideration given to the nature and extent of the services performed. The selection of a management company and determination of compensation shall be made by the Board of Directors of the Homeowners Association.

Section 3. Owners' Easements of Enjoyment.

Each Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to:

- A. the right of the Homeowners Association to charge reasonable fees for the use or enjoyment of any facility situated upon the Common Area;
- B. the right of the Homeowners Association to adopt reasonable rules and regulations for the use of the Common Area;

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- C. the right of the Homeowners Association to suspend the Owner's right to use of the facilities for any period during which any assessment against the Owner's Lot remains unpaid;
- D. the right of the Homeowners Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Homeowners Association's published rules and regulations;
- E. the right of the Homeowners Association to dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Homeowners Association, provided however, the dedication, sale or transfer of Common Area shall require the assent of 2/3 of the eligible votes of each class of the members.

The Owner of a Lot may delegate the Owner's right of use and enjoyment of the Common Area to the members of the Owner's family, tenants or contract purchasers who reside on the Lot.

Section 4. Voting Rights.

The Homeowners Association shall have two classes of voting membership as follows:

- A. The Class A members shall be all Owners with the exception of Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote shall be cast for the Lot.
- B. The Class B member shall be Developer, or its successors or assigns to whom the rights and obligations of Developer have been assigned as set forth in Article VI, and shall be entitled to 5 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the number of votes in the Class A membership equals the total votes in the Class B membership or at any earlier time at the sole discretion of Developer, or its successors or assigns to whom the rights and obligations of Developer have been assigned as set forth in Article VI.

Section 5. Voting Suspension.

The Homeowners Association shall have the right to adopt, within the Bylaws, provisions for suspension of an Owner's voting rights for any period during which an assessment against the Owner's Lot remains unpaid.

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Section 6. Assessments.

A. Assessment, Covenant and Lien.

Each Owner of a Lot by acceptance of a deed thereto (with the exception of Developer), whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Homeowners Association:

- (1) annual maintenance assessments
- (2) special assessments for capital improvements

the above assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

B. Purpose of Assessments.

The assessments levied by the Homeowners Association shall be used to promote the recreation, health, safety, and welfare of the owners of the Lots, including but not limited to assessments for the improvement and maintenance in first class condition of the Common Area and the facilities thereon situated, for administrative costs of the Homeowners Association, including payment of a professional management company, for acquisition and maintenance of appropriate policies of insurance for Homeowners Association properties and/or Homeowners Association officers and directors, and for the exercise of any other right, or performance of any other obligation, of the Homeowners Association established by this document, by the Deed of Dedication accompanying the plat of Hyde Park at Tulsa Hills, or by the Certificate of Incorporation or Bylaws and Resolutions of the Homeowners Association.

C. Maximum Annual Assessment.

The maximum annual assessment shall be Three thousand six hundred dollars (\$3,600.00) per Lot, provided however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or 10% whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Increases in the maximum annual

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assessment greater than those above provided for shall require the assent of fifty-on (51%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors shall determine the amount of the annual assessment in an amount not in excess of the maximum. The annual assessment may include an amount to establish a reserve fund for future maintenance of the paving within Reserve "A" based upon a project of scheduled maintenance items, including resurfacing, adopted by the Board of Directors. The annual assessment for Lots shall be established at least 30 days in advance of each annual assessment period, and the Board of Directors shall determine the basis (monthly, quarterly, semi-annual, or annual) upon which the assessment shall be paid. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner by the Board of Directors at least 30 days in advance of the annual assessment period. The omission or failure to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice given.

D. Standards for Determining Annual Assessment.

The annual assessment per Lot, when multiplied by the total number of Lots in the Subdivision, shall be the amount reasonably necessary to accomplish the purposes set forth in paragraph B above, and to discharge all other responsibilities of the Homeowners Association, for the ensuing year; and to establish a reserve for maintenance and/or replacement of Common Area improvements. Maintenance costs shall be commensurate with prevailing maintenance costs for first class residential subdivisions in the South Tulsa area providing similar levels of amenities and services. Notwithstanding the foregoing, Lots owned by Developer shall not be subject to assessment during Developer's ownership of the Lot.

E. Special Assessments for Capital Improvements - Common Area.

In addition to annual assessments, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided however, any such assessment shall require the assent of sixty percent (60%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, including the assent of Developer (so long as Developer is the owner of at least one Lot). Notwithstanding the foregoing, Lots owned by Developer shall not be subject to assessment during Developer's ownership of the Lot.

F. Notice and Quorum - Special Assessments for Capital Improvements.

Written notice of any meeting for the purpose of taking action provided for in paragraph E above shall be sent to all members not less than 20 days or more than 60 days in advance of the meeting. The presence of 15% of the members entitled to vote, in person or by proxy, shall constitute a quorum.

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G. Commencement of Annual Assessment.

The commencement of the initial assessment for Lots conveyed by the Developer on or before the July 1, 2013 shall be July 1, 2013. For Lots conveyed subsequent to the July 1, 2013, the annual assessment for a Lot shall commence upon closing of the sale of the Lot by Developer, and shall be adjusted based on the number of months remaining in the calendar year. Subsequent annual assessments shall be based on the calendar year commencing on January 1. During the period when the assessments collected by the Homeowners Association are not sufficient to meet the cost of reasonable maintenance of the Common area, the Developer shall pay the difference between the reasonable cost of the maintenance of the Common Area and the assessments collected by the Homeowners Association. During such period, Developer shall in its sole discretion determine the amount of the reasonable cost of such maintenance responsibilities.

H. Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for each Lot, provided however that Lots owned by Developer shall not be subject to assessment during Developer's ownership of the Lot.

I. Certificate of Assessment.

The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon the Homeowners Association as of the date of its issuance.

J. Nonpayment Remedies.

An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

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K. Subordination of the Lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (and if the Homeowners Association is included in such mortgage foreclosure). No sale or transfer shall relieve the Lot from the lien for assessments thereafter becoming due.

L. Exempt Property.

Properties dedicated to and accepted by a local public authority or conveyed to a public utility shall be exempt from assessments.

M. Fine Clause.

The Association may promulgate such rules and regulations as it deems to be appropriate in order to enforce compliance with this Declaration, the Bylaws and Resolutions of the Homeowners Association, the payment of dues and assessments, the Design Guidelines and Rules and Regulations as adopted by the Developer or the Homeowners Association, from time to time. **WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION MAY FIX A FINE OF UP TO \$10,000 FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE, DEVELOPER, HOMEOWNERS ASSOCIATION, OR THE ARCHITECTURE COMMITTEE, AS APPROPRIATE.**

ARTICLE IV MAINTENANCE RESPONSIBILITIES OF HOMEOWNERS ASSOCIATION AND OF LOT OWNERS

Section 1. Homeowners Association Maintenance Responsibilities.

The Homeowners Association shall be responsible for maintenance of the Common Area and all improvements thereon (including the right to remove and/or replace such improvements), and for maintenance of the fences or walls within the Fence and Landscape Easement depicted on the Plat of the Subdivision, and the obligations of the Homeowners Association shall be paid for by the Homeowners Association from assessments as provided for in Article III. The Homeowners Association may exercise any right or privilege reasonably necessary to effectuate its rights and responsibilities herein granted.

Section 2. Lot Owners' Maintenance Responsibilities.

The Hyde Park at Tulsa Hills Homeowners Association will provide during the normal Bermuda grass growing season, once a week mowing and monofilament trimming around walks, driveways, patios and planter edging; twice a month weeding of planter beds. The removal of associated clippings and debris will be done at each service. Other Landscape Services will be the individual Homeowners responsibility.

Declaration of Covenants, Conditions and Restrictions of Hyde Park At Tulsa Hills

This is a transcribed version of the original document filed June 1, 2013, Recorded 10-11-2013 Tulsa County Clerk - Doc # 2013102770

The maintenance of the Lot and all improvements thereon, including required landscaping, shall be the sole responsibility of the Owner of the Lot, and maintenance shall be performed in accordance with the first class standards of the subdivision. If a Lot or improvements thereon are not thus maintained, the Homeowners Association may, upon the affirmative vote of sixty percent (60%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, including the assent of Developer (so long as it is the owner of at least one Lot), elect to perform such maintenance and assess the Owner of the Lot for the cost thereof which shall be a lien upon the Lot. Except in the case of an emergency, the Homeowners Association shall afford the Owner of the Lot reasonable notice and opportunity to cure the problem prior to undertaking such maintenance. Developer hereby establishes and reserves, for future conveyance to the Homeowners Association, an easement for the provision of such maintenance.

ARTICLE V

COMMON AREA IMPROVEMENTS AND EASEMENT

Developer pursuant to the development of Hyde Park at Tulsa Hills may make customary and reasonable improvements to the Common Area, including but without limitation the private drives, entry features, gates, fencing and/or walls, landscaping, screening and recreational facilities; and Developer hereby reserves during the period of construction and marketing of the development the right and easement, but not the obligation, to enter upon the Common Area and, at Developer's cost, to construct, repair, and maintain improvements. Notwithstanding the foregoing, Developer specifically disclaims any obligation to make particular or specified improvements. The performance of such maintenance or making of any such improvements, shall not be deemed an obligation to continue performance of the maintenance or the making of improvements. Each owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in the deed shall be deemed to accept such improvements as existing as of the date of acceptance of the deed.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Conflicting Provisions.

To the extent that this Declaration is in conflict with any provision of the Deed of Dedication which accompanied the recorded plat of Hyde Park at Tulsa Hills or amendment thereof, the provisions of this Declaration shall control. Notwithstanding the foregoing, to the extent that this Declaration is in conflict with any provisions in the Deed of Dedication, or amendment thereof, which implement Corridor District Site Plan Z-7140-SP-1, or amendment thereof, the provisions of the Deed of Dedication shall control.

Declaration of Covenants, Conditions and Restrictions of Hyde Park At Tulsa Hills

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Section 2. Assignability of Rights of Developer.

The rights of Developer herein established, including but not limited to the exemption from assessments as to Lots owned, shall inure to Developer's successors or assigns if Developer conveys to a third party more than three (3) Lots, with the result that Developer no longer owns a Lot, and Developer expressly assigns such rights to the grantee in a recorded deed or other recorded document.

Section 3. Enforcement.

The Homeowners Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

Section 4. Severability.

Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 5. Term and Amendment.

The restrictions and covenants of this Declaration shall run with and bind the land and to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date this Declaration is recorded, unless terminated or amended as hereinafter provided. This Declaration may be amended or terminated at any time and from time to time, by a written instrument signed and acknowledged by Developer during such period that Developer is the record owner of at least 1 Lot, by Developer's successor to whom the rights of Developer have been assigned under Section 2 above during such period that the successor is the record owner of at least one (1) Lot, or by a written instrument adopted by a vote of 60% of each class of the members and signed by the owners of the lots consenting to the vote. In the event of any conflict between an amendment or termination properly executed by Developer (during its ownership of at least 1 Lot) or Developer's successor to whom the rights of Developer have been assigned under Section 2 above (during its ownership of at least 1 Lot) and any amendment adopted by a vote of 60% of each class of the members, the instrument executed by Developer or its successor to whom the rights of Developer have been assigned shall prevail, or by Resolutions adopted by the Members or Board of Directors of the Homeowners Association. An instrument amending this Declaration shall be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

Declaration of Covenants, Conditions and Restrictions of Hyde Park At Tulsa Hills

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IN WITNESS WHEREOF,

Developer has executed this instrument the date first above written.

“DEVELOPER”

Hyde Park, L.L.C.,
An Oklahoma limited liability company

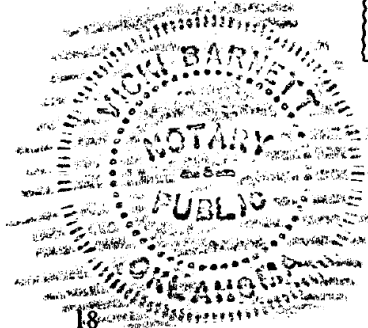
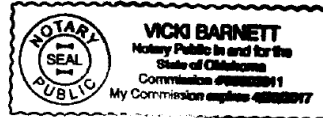
By: *Guy W. Lewis*
Guy W. Lewis, Manager

State of Oklahoma)
) ss.
County of Tulsa)

This instrument was acknowledged before me this 1st day of June, 2013, by Guy W. Lewis as Manager of Hyde Park, L.L.C., an Oklahoma limited liability company.

Vicki Barnett
Notary Public

My commission no. is 05003811
My commission expires 4/20/2017



June 1, 2013
Declarations of Covenants,
Conditions and Restrictions
Hyde Park at Tulsa Hills

**First Amendment to
Declaration of Covenants, Conditions and Restrictions
of
Hyde Park At Tulsa Hills**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HYDE PARK AT TULSA HILLS is dated May 1st, 2015, by Hyde Park, LLC, an Oklahoma limited liability company, having a mailing address of 6126 South Memorial Drive, Tulsa, Oklahoma 74133 (the “Declarant”).

RECITALS:

- A. Declarant caused to be filed of record the Declaration of Covenants, Conditions and Restrictions of Hyde Park at Tulsa Hills (the “Declaration”) filed October 11, 2013 as Document No. 2013-102770 in the Office of the County Clerk of Tulsa County, State of Oklahoma.
- B. Declarant is owner of 165 lots in Hyde Park at Tulsa Hills, located in Tulsa, Tulsa County, Oklahoma. Hyde Park at Tulsa Hills, City of Tulsa, Tulsa County, Oklahoma consists of all the land shown on the subdivision plat entitled “Hyde Park at Tulsa Hills” recorded as Plat No. 6394 in the Office of the County Clerk of Tulsa County, State of Oklahoma on August 5, 2011.

FIRST AMENDMENT

Pursuant to the rights and powers reserved to the Declarant under Article VI, Section 5 of the Declaration, Declarant hereby amends the Declaration by adding in full Article VII to read in full as follows:

**ARTICLE VII.
AGE RESTRICTION**

The provisions of this Article VII are intended to comply with and be consistent with the provisions of the Fair Housing Act and the exemption in such Act which exempts housing for older persons from the prohibition against discrimination based on familial status set forth in 42 U.S.C. §3607(b)(2)(c) or any successor statute.

Section 1. Qualifying Occupants.

Hyde Park is intended to provide housing for persons 55 years of age or older. Hyde Park at Tulsa Hills (“The Community” or “Hyde Park”) shall be operated as an age restricted community in compliance with all applicable state and federal laws. No person under 25 years of age shall reside in any Residence or Unit for more than 60 total days in any calendar year.

As provided in the exemption in the Fair Housing Act, at least 80% of all of the Residences and Units in Hyde Park, if occupied, shall be permanently occupied by at least one person 55 years of age or older. Such person shall be referred to in this Section as the "Qualifying Occupant." Once a Residence or Unit is occupied by a Qualifying Occupant as such individual's legal residence, the members of his or her household over the age of 25 who occupy the Residence or Unit with such person may continue to live there even if the Qualifying Occupant's residency terminates, so long as at least eighty percent (80%) of the Residences and Units are occupied by one Qualifying Occupant. Members of a Qualifying Occupant's household 25 years of age or older shall have the right to use all recreational facilities and other Common Property for as long as they reside in the Residence or Unit, irrespective of their age and of whether the Qualifying Occupant dies or otherwise ceases to reside in the Residence or Unit, subject to the Clubhouse Rules, Regulations, Policies and Procedures of the Hyde Park at Tulsa Hills Homeowners Association ("Homeowners Association"). At no time shall less than 80% of the Lots (and Residences and Units located thereon) subject to this Declaration be occupied by at least one Qualifying Occupant. Notwithstanding anything to the contrary in the Declaration or unless prohibited by law, the restriction that no person under the age of 25 may be a permanent occupant of any Residence or Unit shall be in perpetuity and shall not be subject to amendment.

Section 2. Establishment of Policies and Procedures.

The Board shall establish policies and procedures from time to time as necessary to maintain its status as an age restricted community under state and federal law.

Section 3. Grandchildren.

Grandchildren shall be the direct responsibility of their grandparents, parents, or legal guardian(s) (or of the Owner or the occupant of the Residence or Unit if the grandparents are not the Owner or occupant) including full supervision of them while within the Community and including full compliance by them of these restrictions and all Rules of the Homeowners Association. All grandchildren under twenty-five (25) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreational facilities located on the Common Property.

Section 4. Tenancy.

This Article VII shall in no way be deemed to restrict the ownership of any Lot or Unit; provided, however, no Owner may occupy a Lot or Unit nor permit occupancy of a Lot or Unit except in compliance with the requirements of this Article VII. Lot or Unit Owners shall be responsible for including the statement that the Lots or Units within Hyde Park are intended for the housing of persons 55 years of age or older, as set forth above, inconspicuous type in any lease or other occupancy agreement or contact of sale relating to such Owner's Lot or Unit, which agreements or contracts shall be in writing and signed by the Tenant or Purchaser, and for clearly disclosing such intent to any prospective Tenant, Purchaser or other potential Occupant of the Lot or Unit. Every lease of a Lot or Unit shall provide that failure to comply with the requirement and restrictions of this Article VII shall constitute a default under the Lease. Lot or Unit Owners shall be responsible for enforcing compliance with any Tenant under any such lease.

Section 5. Changes in Occupancy.

In the event of any change in occupancy of any Lot or Unit, as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Lot or Unit shall immediately notify the Board of Directors in writing and provide to the Board the names and ages of all current occupants of the Lot or Unit and such other information as the Board may reasonably require to verify the age of each Occupant. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Homeowners Association shall be authorized to levy monetary fines against the Owner and the Lot or Unit for each day after the change in occupancy occurs until the Homeowners Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article VII, in addition to all other remedies available to the Homeowners Association under this Declaration and Oklahoma law. Any such monetary fines shall be deemed a Benefitted Assessment and may be collected and enforced as such.

Section 6. Exceptions.

Any Owner may request in writing that the Board of Directors make an exception to the requirements of this Article VII with respect to his or her Lot or Unit. The Board may, but shall not be obligated, to, grant exemptions in its sole discretion, provided that the requirements for exemption from the Act would still be met. Any exemption granted by the Board shall automatically terminate upon transfer of ownership for the Lot or Unit, unless an earlier termination is provided for by the Board. Should a request for an exemption be denied, then the Owner making such request acknowledges that occupants not in compliance with this Article VII must immediately vacate the Lot or Unit. The Declarant shall exercise this authority on behalf of th Board until such time as 100% of the Lots and Units have been sold to and occupied by Class "A" members, as provided in Article III, Section 4 Voting Rights.

Section 7. Record Maintenance.

The Homeowners Association shall be responsible for maintaining age records on all occupants of Lots and Units. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Article VII, the Fair Housing Act and any successor statute, including policies regarding visitors, conducting a census of the occupants of Lots and Units, requiring copies of birth certificates or other proof of age for such occupant of the Lot to be provided to the Board on a periodic basis, updating the records by surveys or other means at least once every two (2) years, the granting of exemptions pursuant to this Article VII, and enforcement. The Homeowners Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

Section 8. Remedies.

The Homeowners Association shall have the power and authority to enforce this Article VII in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Lot or Unit which does not comply with the requirements and restrictions of this Article VII and/or which results in the Community not complying with the exemption under the Fair Housing Act or any successor statute. EACH OWNER HEREBY APPOINTS THE HOMEOWNERS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT OR UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE VII.

This power-of-attorney shall be deemed to be coupled with an interest and shall be irrevocable for as long as such Owner owns a lot and/or Residence or Unit in this Community . Each Owner shall fully and truthfully respond to any and all requests by the Homeowners Association for information regarding the occupancy of his or her Lot or Unit which in the judgment of the Board are reasonable necessary to monitor compliance with this Article VII.

Section 9. Indemnification.

Each Owner shall be responsible for ensuring compliance of its Lots or Units with the requirements and restrictions of this Article VII and the rules of the Homeowners Association adopted hereunder by itself and by its tenants and other occupants of its Lot and/or Units. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT OR UNIT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE HOMEOWNERS ASSOCIATION, DECLARANT, AND THE EMPLOYEES AND AGENTS OF EACH HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER’S LOT OR UNIT TO SO COMPLY.

EXECUTED the day hereinabove first written.

DECLARANT:

Hyde Park, LLC

By: Guy W. Lewis
Guy W. Lewis, Manager

STATE OF OKLAHOMA)
) ss: (*Limited Liability Company Acknowledgment*)
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 28 day of May, 2015, by Guy W. Lewis, Manager of Hyde Park, LLC, an Oklahoma limited liability company, on behalf of the limited liability company.

Vicki Barnett
Notary Public

My Commission Expires:

04-20-2017

