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CAPITOL ABSTRACT AND TITLE COMPANY
1608 N.W. EXPRESSWAY
OKLAHOMA CITY, OKLAHOMA 73118

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
AUBURN MEADOWS

A RESIDENTIAL SUBDIVISION TO THE
CITY OF OKLAHOMA CITY, OKLAHOMA

THIS DECLARATION, is made as of the 9th day of September, 2002, by Danforth Development L.L.C., a limited liability company, the Developer of Auburn Meadows Subdivision, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, consisting of portions of the Southwest Quarter (SW/4) of Section 29, Township 14 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, as more specifically described on Exhibit "B" hereto, which property has been, or will be in the future, platted into blocks, lots, streets and easements, under the name of Auburn Meadows (with later additions to be annexed thereto) as more particularly described in the Plat filed and/or Plats to be filed for said subdivision, including as part thereof permanent open areas, community pool, buildings and structures 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 Auburn Meadows and all additions thereto as a single family and duplex 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 5th day of September, 2002, under the laws of the State of Oklahoma, as a non-profit corporation, an entity known as Auburn Meadows 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. All of the areas in Auburn Meadows, and all additions annexed thereto which are zoned and platted by the Declarant for single family and duplex 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 Area shall consist of Block A, as well as the community fence and rights away appurtenant to Auburn Meadow Drive and the masonry fence appurtenant to the entrance on NW 178th Street.

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:

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Filing Fee \$65.00
Documentary Tax \$0.00
State of Oklahoma

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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 Auburn Meadows 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 "C".

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 the community pool facility. Provided, the Common Areas consisting of Blocks B and C, the private streets and the entry and exit gates within The Villas At Auburn Meadows, as depicted on the Plat of Auburn Meadows Sec. 2, shall be common only to the Owners of the Lots within The Villas At Auburn Meadows.

1.7 "Common Expenses" means and includes:

1.7.1 Expenses of administration, maintenance, repair or replacement of the Common Areas and improvements thereon. Provided, The Villas At Auburn Meadows Expenses, as defined herein, shall be common to, and assessable against, only the Owners of Lots within The Villas At Auburn Meadows.

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 "Duplex" or "duplex residence" shall mean a single residential structure divided and separated by a common wall into two separate single family residences.

1.10 "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".

1.11 "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 The Villas At Auburn Meadows shall be Class A Members of the Association, notwithstanding such Owners shall also be Members of a separate association for The Villas At Auburn Meadows.

1.12 "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.

1.13 "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 is appended hereto as Exhibit "A".

1.14 "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 and duplex residential purposes within, or appurtenant to, the said Southwest Quarter (SW/4) of Section 29, 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.

1.15 "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.

1.16 "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.

1.17 "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.

1.18 "The Villas At Auburn Meadows" shall mean that portion of the Property platted or to be platted as Auburn Meadows Sec. 2, consisting of a gated and controlled access portion of the Property.

1.19 "The Villas At Auburn Meadows Expenses" shall mean the separate and additional common expenses and assessments associated with the maintenance peculiar and unique to The Villas At Auburn Meadows, inclusive of all costs for the administration, insurance, maintenance, repair or replacement of Common Areas B and C and the improvements located thereon, the private streets located solely within The Villas At Auburn Meadows (being Arbor Lane and NW 179th Street), the entry and exit gate, as well as maintenance associated with the lawns and shrubbery on the Lots located within The Villas At Auburn Meadows. The Villas At Auburn Meadows Expenses shall be common to, assessed against, and paid by, the Members of The Villas At Auburn Meadows Owners Association.

Provided, it is Declarant's intent that Common Area D, as described on the Plat of Auburn Meadows Sec. 2, as well as the community fence appurtenant to Auburn Meadow Drive, the masonry wall appurtenant to NW 178th Street, and the right of ways appurtenant to Auburn Meadows Drive shall be common to all Members of the Association. As such, the expenses associated with maintenance of such Common Areas, including lawn maintenance and landscaping, shall be a Common Expense of the Association, notwithstanding said Common Areas and rights of way are platted as part of Auburn Meadows Sec. 2.

ARTICLE 2 **FUTURE INTENT**

2.1 **Future Additions.** Although this Declaration describes only the real property depicted on the original Plat of Auburn Meadows, 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 Southwest Quarter (SW/4) of said Section 29, 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 and duplex residential use within, or appurtenant to, the said Southwest Quarter (SW/4) which is, or may in the future be, platted by Declarant as a residential lot within Auburn Meadows, 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, as reflected on the Plat appended hereto, will ultimately include other lands within or appurtenant to the said Southwest Quarter (SW/4) which are not included on the appended Plat. Provided, Declarant intends that a portion of the Property, described as The Villas At Auburn Meadows, which is to be Platted as Auburn Meadows, Sec.2, shall have certain Common Areas, such as a private streets and entry and exit gates, that are common only to the Owners of Lots within The Villas At Auburn Meadows. **The Owners of The Villas At Auburn Meadows 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 and The Villas At Auburn Meadows Expenses, as well as such other matters as may be provided by Declarant or its assignee in a supplemental 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 Southwest Quarter (SW/4), 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 Block A. The Common Areas shall also include all additional 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 Auburn Meadows Owners Association, Inc., its successors and assigns, all of it right, title and interest in and to the Common Areas within Auburn Meadows, being more specifically described as Block A on the Plat of Auburn Meadows, a residential subdivision to the City of Oklahoma City, Oklahoma County, Oklahoma.

3.2 Lots Subject to Restrictions. All Lots in Auburn Meadows, 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, Common Areas Blocks B and C, the private streets, and entry and

exit gates within The Villas At Auburn Meadows shall only be common to, and subject to a nonexclusive right and easement of enjoyment of, the Owners of Lots within The Villas At Auburn Meadows.

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 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 Auburn Meadows, as same is shown on the Plat appended as Exhibit "A", and (ii) owns no interest in any Lot in any additions 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 herein-after 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, 2003, and on the first day of 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:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$300.00
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.

All Owners of Lots within Auburn Meadows, or any addition thereto, shall be subject to the Assessments provided herein, including the Annual Assessment, notwithstanding such Owners (including all the Owners within The Villas At Auburn Meadows) may also be subject to Assessments imposed by additional covenants and declarations filed by Declarant. Each side of a duplex lot within Auburn Meadows, or any addition thereto, shall be considered a separate Lot for all purposes, including all Assessments.

