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AMENDED AND RESTATED RESTRICTIVE COVENANTS OF BROOKHAVEN NORTH, A SUBDIVISION WITHIN THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, BLOCKS 1 THROUGH 4 INCLUSIVE FILED AT BOOK 46, PAGE 15 FOR THE BROOKHAVEN NORTH ADDITION LOCATED WITHIN THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

KNOW ALL MEN BY THESE PRESENTS:

That the Owners of Lots within the Addition (the "Declarants") do hereby certify that they are the Owners of, and the person or persons, who have any right, title or interest in and to the land embraced and included within BROOKHAVEN NORTH, Blocks 1-4 inclusive, an Addition to Edmond, Oklahoma County (the Addition, or Brookhaven North), now platted into Lots, Blocks, streets and easements, as shown on the Plat of the Addition, recorded in Book 46 of Plats, at Page 15 of the public records of Oklahoma County, State of Oklahoma.

For the purpose of restating and amending the covenants filed for the Addition at Book 4383, Page 766 within the Oklahoma County Clerk's Office (the Covenants), to provide for an orderly development of all of the above described Addition and platted area, and of providing adequate restrictive covenants for the benefit of itself and its successors in title, Declarants do hereby impose the following restrictions and reservations on the Plat, to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations hereinafter becoming the Owner or Owners, either directly or through subsequent transfers or in any manner whatsoever of any Lot or Lots, Block or Blocks, included in the aforementioned Addition, shall take, hold and convey the same, subject to the following restrictions and reservations, to-wit:

1. No buildings, structures, installations, improvements, outbuildings, additions, garages, carports (Modifications) shall be erected, placed or altered on any of the Lots or Blocks in BROOKHAVEN NORTH, until after the building plans, specifications and plot plan showing the type, style, specifications and location of the Modifications have been approved in writing by a majority of an Architectural Review Committee composed of three (3) members appointed by

the Board of Directors of Brookhaven Homeowners Association of Edmond, Inc., for conformity and harmony of the Modifications with plat, set-back lines and covenants. In the case of the death of any member or members of the Committee, the surviving member or members of that committee shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death of any of the aforesaid members, and the newly appointed member or members shall have the same authority hereunder as their predecessors to approve or disapprove the design or location, as above set forth. If the aforesaid committee, their authorized representative or successors, fail to approve or disapprove the design or location, within thirty (30) days after building plans, building specifications and plot plan have been submitted to them, such approval will not be required.

2. Only one single family residence, not to exceed two (2) stories in height, and a private garage for not less than two (2) cars, nor more than three (3) cars may be constructed or erected on any Lot or building site in Brookhaven North. No building or structure of any sort may be placed, erected or used for business, professional, trade or commercial purposes on any portion of the Addition.

3. No single family residence shall be erected or placed on any residential building site or Lot, which Lot or site has an area of less than 8,000 square feet, and a width of less than 70 feet at the front minimum setback line.

4. No single family structure shall be permitted on any residential building Lot or site in Brookhaven North, the ground floor of which structure, exclusive of open porches, breezeway and garage, is less than the square footage as hereinafter set out:

Block 1, Lots 1 through 7, inclusive	1800 square feet
Block 1, Lots 8 through 15, inclusive	2000 square feet
Block 1, Lots 16 through 22, inclusive	2200 square feet
Block 1, Lots 23 through 35, inclusive	2400 square feet
Block 2, Lots 1 through 10, inclusive	2200 square feet
Block 2, Lots 11 through 17, inclusive	2400 square feet
Block 2, Lots 18 through 27, inclusive	1800 square feet
Block 3, Lots 1 through 17, inclusive	1800 square feet
Block 4, Lot 1	2000 square feet

In case of one and one-half story or a two story structure, the ground floor shall in no event be less than 1200 square feet.

5. No main residential structure shall ever be erected, placed or constructed on any residential building Lot or site in this Addition, unless at least 60% of the exterior walls thereof be of brick, brick veneer, stone, stone veneer, provided, however, that all windows or doors located in the exterior walls shall be excluded in the determination of the area of 100% of the exterior walls, and further provided that where a gable type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of that

gable type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and also excluded from the square-foot area in determining what constitutes 100% of the exterior walls of the main residential structure. In case of a one and one-half story or two-story structure, the 60% provision shall apply to the exterior walls of the first floor.

6. No building shall be erected on any Lot, unless it shall have a wood shingle roof or composite shingle roof. However, this restriction shall not prevent the submission of specifications and plans for other types of roof covering, including Solar Systems, to the Architectural Review Committee mentioned herein, for approval of the deviation. In the event approval is granted, in writing, by the Architectural Review Committee, this deviated type of roof covering may be used.

7. No building or any part thereof shall be located neither nearer to the front Lot lines nor nearer to the side Lot line, than the building setback line shown on the recorded plat of Brookhaven North. Moreover, no residential structure shall be located nearer than 5 feet to any side Lot line provided, however, that where the whole or parts of two (2) adjacent Lots are used for one building site, then the aforesaid side Lot line restrictions shall not apply to the two (2) contiguous sides for the whole or parts of the Lots used in the building site, and in such instances, the side Lot line restriction shall then apply only to the outer extremities of the building site actually used. No residential structure in Brookhaven North Blocks 1 through 4 shall be less than 60 feet in width, including attached garage.

8. No fence, carport, or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained forward of the front building limit or setback line on each Lot as same is shown on the recorded plat thereof, provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. No fence or structure of any type or nature whatsoever shall be constructed, erected, placed or maintained to the rear of the Rear Building and Fence line as shown on the recorded plats referred to above. The restriction referred to in the previous sentence will cover and affect only Lots 8 and 23 through 35, both inclusive, Block 1 of Brookhaven North.

Any house trailer, camping trailer, boat trailer, trailer, automobile, boat, or accessories thereto, motor driven cycle, truck, self-contained motorized recreational vehicle, tent or other type of recreational vehicle or equipment, or temporary structure of any nature whatsoever, may be parked or stored on the Lots only if such parking or storage is done wholly within the enclosed garage, if any, located on a Lot, or within any area which may, from time to time, be designated by the Association for the parking or storage of such vehicles, except that any such vehicle may be otherwise parked as a temporary expedience for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Lots which are necessary for construction or for the maintenance of the common Area, Lots, or any improvements located thereon; provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles and

trucks on any portion of the garage driveway that is located in front of the front building limit or setback line on each Lot.

9. It is understood that Lots 8 and 23 to 35, both inclusive, Block 1 (Drainage Lots) of Brookhaven North are covered and affected by a drainage area or areas.

The Owners of any of the Lots last above referred to shall construct no structure, fence, dam or enclosure of any type of whatsoever nature, which shall act to impede, interfere with or deter the flow of the natural drainage through the drainage areas above referred to, as same covers and affects the Lots last above set out. Further, the Owners of the Drainage Lots shall at all times keep the drainage areas covering the Lots free of any structure or debris that would impede or affect the free flow of water in the drainage areas aforesaid. Further, any Owner of the Lot or Lots last above referred to, including the City of Edmond and Brookhaven Homeowners Association of Edmond, Inc., may enforce this restrictive covenant and requirement, by injunctive relief.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall be used on any Lot at any time as residence, either temporarily or permanently.

11. No basketball backboard shall be attached to the front of any residence in the Addition, all other basketball backboard locations must be approved in writing by the Architectural Review Committee.

12. No antenna, poles, or similar items, shall be erected on any residential Lot or building site in the Addition which extends more than five (5) feet above the peak of the residence.

13. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in Brookhaven North, it being the intention of this covenant to definitely prohibit the moving onto and/or placing of existing residential structures on any of the Lots in Brookhaven North.

14. No noxious or offensive trade or activity shall be carried on upon any Lot in Brookhaven North, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

16. EASEMENT RESERVED. Brookhaven Homeowners Association of Edmond, Inc., a corporation, reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements,

sewer, or other pipe lines, conduits, poles and wires, and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the Lot or Lots then in that event all sewer and other pipe lines, conduits, poles and wires belonging to any public or quasi-public utility or function shall be placed on those easements, except that such sewer, pipe lines, conduits, poles and wires may be installed under the streets, throughout the Addition, where necessary to carry same across the street.

17. Each and every provision of these Covenants and restrictions shall run with and bind the land, the Owners, and their successors. These Covenants may be changed, altered, added to, or otherwise amended at any time by an instrument approved in writing by not less than the Owners of fifty-one percent (51%) of the Lots. Such amendment shall be effective when duly recorded in Oklahoma County, Oklahoma.

18. Should the Owner and/or tenants of any Lot or Lots in Brookhaven North violate any of the restrictive covenants and/or conditions herein, and thereafter refuse to correct same and to abide by the restrictions and conditions contained herein, after reasonable notice, then in such event any Owner or Owners of any Lot in Brookhaven North, or Brookhaven Homeowners Association of Edmond, Inc., may institute legal proceedings to enjoin, abate, and/or correct such violation of such restrictions or violations, and the Owner of the Lot or Lots permitting the violation of such restrictions and/or conditions shall pay all attorney fees, Court Costs, and other expenses necessarily incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, the attorney fees, Court Costs, and other expenses allowed and assessed by the Court, for the aforesaid violation or violations shall become a lien upon the lands as of the date legal proceedings were originally instituted; and the lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate, the procedure as to which is fixed by Statute.

19. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Brookhaven North Blocks 1 through 4 Community Association Amendment

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

time the Amendment is filed of record, but such participation shall be mandatory for all successors-in-interest of the record Owners.

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

WHEREAS copies of the signature pages and/or proxies of such Owners are contained in the corporate records of the Secretary of the Association, with copies of the same retained in the files of Matthew L. Winton, Esq. of the firm VAUGHN, WINTON & CLARK^{PLLC};

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

SECTION 20 – OWNERS ASSOCIATION

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

1. **"Association"**: The community association created by this amendment, which has been incorporated as an Oklahoma nonprofit corporation designated as "Brookhaven Homeowners Association of Edmond, Inc., its successors or assigns.
2. **"Base Assessment"**: Assessments levied on all Lots subject to assessment to fund Common Expenses for the general benefit of the Addition, as determined in accordance with Section 20.3.
3. **"Board of Directors"** or **"Board"**: The body responsible for administration of the Association, selected as provided in the By-Laws. Unless otherwise specifically noted, any reference to the Board in the Governing Documents means the Association board.
4. **"Common Area"**: All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
5. **"Common Expenses"**: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Area.
6. **"Brookhaven North"** or the **"Addition"**: The real property located within the Plat recorded at Plat Book 46, Page 15 within the Oklahoma County Clerk's Office.

7. **"Governing Documents"**: A collective term referring to the Covenants, this Amendment and any applicable amendments, the By-Laws of the Association, (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), the rules, regulations, and resolutions as they may be amended.
8. **"Lot"**: A portion of the Addition, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family, as such Lots are more particularly set out in the Plat. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.
9. **"Majority"**: As used in these Covenants, the term "majority" shall mean those votes, Members, or other group as the context may indicate, totaling more than 50% of the total eligible number thereof.
10. **"Member"**: Any Person subject to membership in the Association pursuant to Section 20.2 and responsible for the payment of assessments under Section 20.3.
11. **"Owner"**: One or more Persons who hold the record title to any Lot within the Addition, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
12. **"Person"**: A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.
13. **"Plat"**: The recorded instruments within the Oklahoma County Clerk's Office at Plat Book 46, Page 15.
14. **"Record," "Recording," or "Recorded"**: To file, filing, or filed of record in the official records of the Oklahoma County Clerk, State of Oklahoma. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.
15. **"Special Assessment"**: Assessments levied in accordance with Section 20.3.3.
16. **"Specific Assessment"**: Assessments levied in accordance with Section 20.3.4.

20.2 THE ASSOCIATION AND ITS MEMBERS

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

Oklahoma.

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

20.3 ASSOCIATION FINANCES

20.3.1 Budgeting and Allocating Common Expenses. Prior to or contemporaneous with the invoicing of assessments, the Board may prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 20.3.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 20.3.5.

The first Base Assessment approved by the record Owners is **\$125.00**. Thereafter, the Association is hereby authorized to levy Base Assessments in that same amount as last assessed against all Lots subject to assessment to fund the Common Expenses.

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

20.3.2 Budgeting for Reserves. The Board may prepare and review at least annually reserve budgets for the Common Area. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget adopted pursuant to Section 20.3.1, capital contributions to fund reserves in amounts sufficient to meet projected

needs with respect both to amount and timing by annual contributions over the applicable budget period.

20.3.3 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Amendment, any Special Assessment shall require the concurring vote from a Majority of a quorum of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting, setting forth the purpose thereof. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

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

(1) to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(2) for fines, penalties, and costs incurred in bringing a Lot into compliance with Addition Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Board established procedures, before levying any Specific Assessment under this subsection. A fine schedule may be adopted by the Board and any fine schedule so adopted shall be first mailed to each Owner prior to its enforcement.

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

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

20.3.6 Obligation for Assessments. Each Owner who is a Member, and each

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

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

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

The Association shall, upon written request from an Owner, Mortgagee, or other Person designated by the Owner, furnish a certificate signed by an officer of the Association setting forth whether assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding upon the Association, the Board, and the Owners. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

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

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot

from the lien for any subsequent assessments. Notwithstanding any other provision of these Covenants, no governmental authority or public utility shall be liable for assessments on any Lot dedicated to and accepted by the governmental authority or public utility ("Dedicated Property") which arose prior to its acceptance of such Lot. Dedicated Property shall include, without limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements, and easements in favor of the City of Edmond or municipal use property.

IN WITNESS WHEREOF, the undersigned Owners have approved, adopted, and executed the foregoing instrument.

[SIGNATURE PAGES FOLLOWING]