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Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

**AMENDMENT OF DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC., an Oklahoma corporation not-for-profit, hereafter referred to as the "Declarant", is a homeowners' association comprised of all owners of:

All lots in the Replat of Park View Garden Homes, a Subdivision of Block 12 and Lot 1, Block 13, Section 2, Park View Estates to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded Plat thereof.

The Declarant has the power under the governing documents to establish standards for conduct and activities for the property within the Addition. Declarant governs certain land and improvements in Payne County, Oklahoma, which property is more fully described on the Declaration of Covenants, Conditions and Restrictions for Park View Garden Homes Subdivision originally recorded at Official Records Book 605, Pages 260 through 265, on December 15, 1982, and rerecorded at Official Records Book 638, Pages 122 through 128, on February 8, 1984, all of the Public Records of Payne County, Oklahoma, made in connection therewith (collectively the "Declaration"), the Park View Garden Homes Home Owners' Association, Inc., was formed and is responsible for certain maintenance and upkeep of common areas of the Replat of Park View Garden Homes Addition.

WHEREAS, a Special meeting of the Members of the Declarant was held on the 27th day of March 2018, said meeting being held pursuant to a written notice provided to all Members as provided for in the Declaration, and duly published as provided by Oklahoma Statutes, and there being present at the meeting, either in person or by proxy, a quorum as provided for in the Declaration, and specifically there was present in excess of sixty percent (60%) of the Members and owners of parcels contained in the Replat of Park View Garden Homes, a Subdivision of Block 12 and Lot 1, Block 13, Section 2, Park View Estates, and there was an affirmative vote by in excess of sixty percent (60%) of the Members and lot owners in the Replat of Park View Garden Homes, a Subdivision of Block 12 and Lot 1, Block 13, Section 2, Park View Estates, to amend the Declaration as is listed with the following.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Park View Garden Homes Home Owners' Association, Inc., shall be amended as follows:

- A. Declaration Article I, Section 6 "Declarant" is amended as follows, the current Section 6 is deleted in its entirety and replaced with the following section:

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"Section 6. "Declarant" shall mean and refer to Park View Garden Homes Home Owners' Association, Inc."

B. Declaration Article II, Section 3 "Parking Rights" is amended as follows, the number "1" shall be inserted before the existing first paragraph of the current Section 3 and a new sub-paragraph 2 shall be inserted as follows:

"(2) No owner, resident, visitor, or invitee shall:

- (1) Park, store or keep any vehicle except upon or in their designated carport or parking spaces.**
- (2) Park, store or keep any inoperable vehicle anywhere.**
- (3) Park in guest parking except owners will have first-come, first served availability of guest parking. Violators subject to towing at owner's expense.**
- (4) Park any vehicle on neighborhood street behind any carport or on grassy areas.**
- (5) Park, store or keep any large commercial type vehicle (camper, camper unit, motor home, trailer, boat trailer, mobile home, boat, or any vehicle other than a private passenger vehicle) except for a period not to exceed twenty-four (24) hours to allow loading or unloading supplies/possessions in preparation for a vacation or such similar event. The twenty-four (24) hour allowable time is all inclusive for any area within Park View Garden Homes.**
- (6) Hired contractors who are making repairs or remodeling an owners home are excluded from (5) above only during the actual time of the repair/remodel. Hired contractors doing yard work are excluded from (5) above only during the time required to accomplish the yard work.**
- (7) No major repair or restoration work on any motor vehicle, boat, trailer or other similar piece of equipment is permitted within/or on the Park View Garden Homes property including but not limited to carports, driveways, streets or any other Common Area except to the extent necessary to enable movement to a proper repair facility or a location off the Park View Garden Homes property."**

C. Declaration Article III, Section 2 is amended as follows, the current Section 2 is deleted in its entirety and replaced with the following:

"Section 2. "The Association shall have one class of voting stock comprising all Owners of Lots who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons are Owners, but in no event shall more than one vote be cast with respect to any Lot."

D. Declaration Article IV, Sections 3, 4, 5, 6, 7 and 8 are amended as follows, the current Sections 3, 4, 5, 6, 7 and 8 are deleted in their entirety and replaced with the following:

"Section 3. Annual Budget. The Board of Directors of the Association shall adopt an annual budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

A. Current Expense. Current expense, which account shall include but not be limited to the following items where applicable:

- 1. Administration of the Association**
- 2. Management fees**
- 3. Maintenance**

4. Insurance
5. Security provisions
6. Other expenses
7. Operating capital

B. Reserves. The Board may elect to create and fund reserve accounts.

C. Annual Budget Assessment. The annual assessment, to fund the Association's annual budget adopted by the Board of Directors, shall be paid by the Lot Owners on or before March 1st of each year, or in twelve (12) equal monthly installments. The Lot Owners shall be provided notice of the amount of each installment at the Board meeting prior to the budget year. If an annual budget is not adopted or notice is not provided to the Owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. For avoidance of doubt, the 2018 annual assessment approved by the Board is \$1,200.00, and the monthly installment is \$100.00. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors.

D. Special Assessments. The Board of Directors may levy special assessments for the cost of any construction, repair, or replacement of any capital improvement upon the Common Area.

E. Interest and Late Charge, Application of Payments and Remedies. Assessments paid after the date when due shall bear interest at nine percent (9%) per annum from the date when due until paid. All payments upon account shall be first credited to accrued interest, then to late charges, then to collection costs, then to the Association's reasonable attorney's fees incurred incident to the collection effort and then to the assessment payments first due. All interest and late charges collected shall be credited to the Association's operating account. Interest shall accrue on judgments obtained by the Association at the rate of eighteen percent (18%) per annum. The Association may record a lien on the Lots for unpaid Assessments, and bring an action against any Owner obligated to pay Assessments, and foreclose the lien against the Lots. No Owner may escape liability for Assessments by non-use of the Common Areas or abandonment of the Lot."

E. Declaration Article V "Architectural Control" is amended as follows, the number "1" shall be inserted before the existing first paragraph of the current Section V and a new sub-paragraph 2 shall be inserted as follows:

"2. Owners are responsible to maintain the established visual standards of existing Lots, including Front Porches, Front Doors, and backyards. Owners shall avoid all unsightly clutter (the Architectural Committee will define "unsightly clutter") on the Front Porches, and the Board may require removal of clutter (e.g., benches, cans, hoses, etc.) that, in the opinion of the Board violates established visual standards. Variations, of any type, must be approved by the Board of Directors. A description, in complete detail, of the desired modification or action must be presented to the Board of Directors for approval. The submission of the desired modification or action must provide design drawings (as appropriate) and a justification for the subject modification or action."

F. Declaration Article VIII "General Provisions" is amended by inserting the following new sub-paragraphs:

"Section 8. Trash. Trash, trash bins and recycle bins shall be placed at appropriate pick-up points (e.g., trash cans shall not block guest parking spaces) no earlier than the evening prior to the pick-up day. Removal of trash

bins to appropriate storage areas will be accomplished as soon as practicable after pick-up of trash has occurred but no later than the day of pick-up.

Section 9. Lawn/Foliage Improvements. Owners who make lawn/foilage improvements on their Lots are responsible for all maintenance and upkeep of same.

Section 10. Pets. No animals, livestock, poultry, bees or other insects shall be kept or permitted on any Lot except for domestic dogs, cats or other common household pets. No more than five (5) such household pets shall be kept on any Lot, provided the keeping of such pets must not violate any City, County or State law or regulation. Household pets shall not be kept, bred or raised for commercial purposes. No animal or household pet shall be permitted to run loose. Owners shall immediately pick up and dispose of all pet waste and shall not allow it anywhere on Park View Garden Homes property."

G. Declaration Article VIII "General Provisions" Sections 3 "Amendment" is amended as follows, the current Section 3 is deleted in its entirety and replaced with the following:

"Section 3. Amendment Proposal and Adoption. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Amended Declaration, after which they shall be automatically renewed for successive periods of ten (10) years. This Declaration may be amended upon the approval of not less than sixty percent (60%) of the votes of the Lot Owners present at a duly-noticed regular or special meeting of the Association. The Board of Directors shall propose all amendments, except that a Lot Owner may propose any amendment if the precisely worded proposed amendment text is accompanied by a statement of purpose signed by at least ten percent (10%) of the voting Lot Owners, and it is received by the Board of Directors no later than one week prior to the duly-noticed regular or special meeting of the Association."

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Declarant does hereby amend the Declaration as herein set forth.

Provided, however, that all covenants and restrictions contained in the Plat and Declaration of Park View Garden Homes, a Subdivision of Block 12 and Lot 1, Block 13, Section 2, Park View Estates to the City of Stillwater, Payne County, State of Oklahoma, not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions of Park View Garden Homes Homeowners' Association, Inc., is signed and executed this 3rd day of April 2018.

PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC.

By: Cheryl Shelton
Cheryl Shelton, President

By: Rae Ann Kruse
Rae Ann Kruse, Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

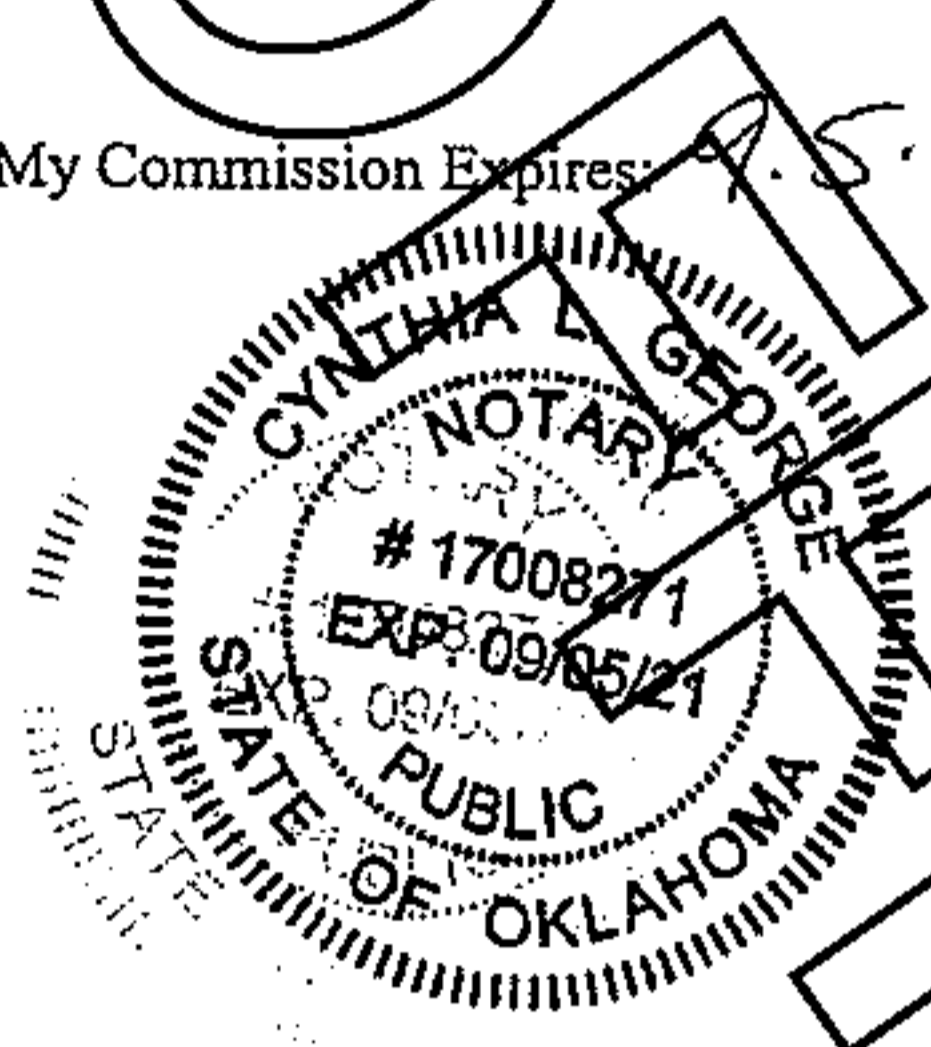
This instrument was acknowledged before me on the day and year last above written by Cheryl Shelton, as President, and Rae Ann Kruse, as Secretary, of the PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC., to me known to be the identical persons who executed their names to the foregoing document as President and Secretary, respectively, of the PARK VIEW GARDEN HOMES HOMEOWNER'S ASSOCIATION, INC., and duly acknowledged to me that said individuals executed the same as their free and voluntary act and deed for such corporation and for the uses and purposes therein expressed.

My Commission Expires: 9.5.2021

Cynthia L. George

Notary Public

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