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DECLARATION OF COVENANTS AND RESTRICTIONS OF

ASHFORD PLACE

THIS DECLARATION, made this 6 day of March, 2008, by Gary Owens Development, Inc., (hereinafter called "Declarant").

WITNESSETH:

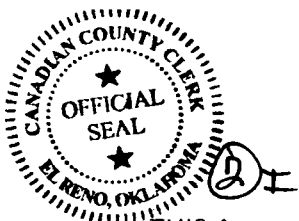
WHEREAS, Declarant is the owner of real property described on Exhibit "A" of this Declaration and desires to create thereon a residential community with common areas and/or maintained areas for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance of the common areas and/or maintained areas, and further to provide for development of the community in accordance with a General Plan; and to this end, Declarant desires to subject that portion of the real property described on Exhibit "A" which has been platted as ASHFORD PLACE to the covenants, restrictions, easements, charges and liens herein set forth, each and all of which are for the benefit of such property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create a property owner's association to which should be delegated and assigned the powers of maintaining and administering the common areas and/or maintained areas, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Declarant will incorporate under the laws of the State of Oklahoma, as a non-profit corporation, ASHFORD PLACE PROPERTY OWNER'S ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, DECLARANT DECLARES that it is the owner of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. § 851, et seq., into "Lots", "Streets" and "Common Areas" under the name "ASHFORD PLACE" (whether in one or more sections, as hereinafter provided) and do hereby dedicate to public use all of the easements as shown on such recorded plat, or on the plats to be recorded, for the installation and maintenance of utilities, drainage and/or roads. Declarant further declares that in addition to the easements shown on the aforesaid recorded plat, the "Common Areas" and/or maintained areas, may be used for drainage and detention of surface water runoff.



AMENDMENT OF COVENANTS AND RESTRICTIONS
OF ASHFORD PLACE

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THIS Amendment of Covenants and Restrictions of Ashford Place made this 28th day of April, 2024, by Ashford Place HOA (hereinafter called "Association"), WITNESSETH:

WHEREAS, Gary Owens Development, Inc. as Declarant executed and filed the Declaration of Covenants and Restrictions of Ashford Place on or about the 6th day of March, 2008, in Book 3422 at Pages 828 through 845 inclusive, and

WHEREAS, \$10 appears in said Covenants and Restrictions, specifically the reference to \$10 in Section 5.1.1 and Section 5.3 should be amended to show \$100 instead of \$10, and

WHEREAS, the undersigned had a quorum pursuant to Section 5.6 and the assent of two-thirds (2/3) of the vote of the members (and written notice that was sent to all Members at least fifteen (15) days in advance and set forth the purpose of the meeting) pursuant to Section 5.5 in favor of the increase in the Annual Assessment from \$50 (from previous amendment in Book 5483 pages 893-894) to \$100, and

WHEREAS, the undersigned had 60% in favor by the owners for the amendment pursuant to Oklahoma §11-42-106.1 to remove entire Section 8.11 pertaining to Garbage, Trash Containers, and Collections and

WHEREAS, two-thirds (2/3) appears in said Covenants and Restrictions, specifically the reference to two-thirds (2/3) in Section 9.1 should be amended to show one-third (1/3) instead of two-thirds (2/3).

NOW, THEREFORE, pursuant to the authority set forth in the Covenants and Restrictions of Ashford Place and Oklahoma §11-42-106.1, the undersigned hereby removes section 8.11 and amends Section 5.1.1, Section 5.3, and Section 9.1 to read as follows:

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.12, below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments, which are initially set at \$100.00 per year per lot payable on January 1 of each year. The annual maintenance, 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 property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$100.00 per Lot. The annual maintenance assessment may be increased by a vote of the Members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of one-third (1/3) of the Lots has been recorded, agreeing to change

said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Except as amended and corrected herein the Declaration of Covenants and Restrictions of Ashford Place shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Ashford Place HOA

By: David Baer
David Baer, Treasurer & Secretary



STATE OF OKLAHOMA

SS.

COUNTY OF CANADIAN

Before me, a Notary Public, in and for said County and State, on this 1st day of May, 2024, personally appeared Christina Baer, to me known to be the identical person who executed the within and foregoing instrument as Secretary of Ashford Place HOA and acknowledged to me that she executed this document for said Association.

Given under my hand and seal the day and year last above written.

(SEAL)



Mary Cruz Teran
Notary Public

My Commission Expires:

06/23/2027

Return to:
Ashford Place
P.O. Box 850642
Yukon, OK 73085

AND DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, and such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Committee" shall mean the Declarant or his assigns. Gary Owens is hereby designated to act for the Declarant in all matters set forth herein.

1.2 "Articles" shall mean the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.3 "Association" shall mean and refer to ASHFORD PLACE Property Owner's Association.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "Building Limit Lines" shall mean the lines so provided for by Section 7.2.5, hereof.

1.6 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.

1.7 "Common Area" shall mean that area of land so designated on any recorded subdivision plat covering all or part of the property, and shall include island areas, if any, within the "Streets".

1.8 "Maintained Area" shall mean that area, in addition to "Common Area" which is maintained by the Association, including, but not necessarily limited to, any easements granted to the Association which the Association specifically agrees to maintain.

1.9 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one Street.

1.10 "Declarant" shall mean Gary Owens Development, Inc., with its principal place of business in Mustang, Oklahoma.

1.11 "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of ASHFORD PLACE, including all Exhibits hereto.

1.12 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

1.13 "General Plan" shall mean the General Plan of Development for ASHFORD PLACE as delineated by this Declaration, the recorded subdivision plat and subsequently recorded plats and the Master Plan.

1.14 "Lot" shall mean a tract of land so designated upon any now or hereafter recorded subdivision plat of The Property.

1.15 "Master Plan" shall mean all preliminary plats, final plats, this document, engineering plans and specifications, surveys, this declaration and any amendments or additions hereto, the by-laws of the Association, and any amendments or additions thereto, and any other formal documents relating to the development of the properties.

1.16 "Member" shall mean those persons so defined in Section 3.1 and 3.2, below.

1.17 (Intentionally Omitted).

1.18 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.19 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of any obligation.

1.20 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.21 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.22 "Streets" shall mean all Streets shown on any now or hereafter recorded plat of The Property.

1.23 "The Property" shall mean the real property described on Exhibit "A".

1.24 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

Property Subject to this Declaration

Section 2.1 Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Oklahoma City, Oklahoma, and shall be that portion of the property which is platted as ASHFORD PLACE, which property being referred to as the "Property".

ARTICLE III

Membership and Voting Rights in Association **Powers and Duties**

Section 3.1 Membership. Membership in the Association shall be restricted to Lot Owners, and each Lot Owner shall be a Member of the Association. Membership shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon creation of the Association.

Section 3.2 Effective Date of Membership. Except as set forth in Section 3.1, when some or all of the existing property which is not platted as part of ASHFORD PLACE, is platted, each Lot Owner with respect to each Lot therein shall become a member of the Association. Such membership shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon the final plat of any such area being filed.

Section 3.3 Voting Rights. Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds such interest or interests in a Lot, all such persons shall be Members, and 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 one Lot.

Section 3.4 Powers and Duties. The Association shall have the following powers and duties:

- (a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas and/or Maintained Areas.
- (b) Except as otherwise provided herein, the Association shall maintain or cause the Common Areas and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and/or Maintained Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.
- (c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.
- (d) The Association, at any time, and from time to time, may establish, in accordance with the By-Laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas and/or Maintained Areas by Lot Owners, their guests, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Areas and/or Maintained Areas and other activities which if not so regulated, might detract from the appearance of the Common Areas and/or Maintained Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the

Property or visiting the Common Areas and/or Maintained Areas. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

- (e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association.

Section 3.5 Enforcement. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by statute.

ARTICLE IV

Property Rights in Common Area and Maintained Area

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.2 Title to Common Area. The Declarant may retain the legal title to the Common Area or any part thereof until such time as, in the opinion of the Declarant, the Association is able to maintain the same; but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that Declarant shall convey to the Association all of the Common Area and its rights with respect to the Maintained Area within each section within the platted property of each section, free and clear of all liens and encumbrances, not later than such time as more than eighty percent (80%) of the lots, within that section, excluding the common area, are occupied as a home. Provided, after conveyance of the Common Areas and/or its rights to the Maintained Areas to Association, Declarant reserves the right to enter upon same for the purpose of performing such maintenance and/or modification as Declarant determines necessary. Provided, nothing herein shall relieve Association of its obligation to pay for maintenance of the Common Areas.

4.3 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules; and,

4.3.2 The right of the Declarant, so long as it holds legal title thereto, or the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Area, provided that the proposed design and location of each such drainage and underground facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

4.3.3 The right of the Association to dedicate or convey all or any part of the Common Area, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.3.2, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE V

Covenant for Assessment

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.12, below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments, which are initially set at \$10.00 per year per lot payable on January 1 of each year. The annual maintenance, 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 property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.1.2 At no time shall Declarant be responsible for the payment of any assessment for any Lot or unplatted property within the existing property.

5.1.3 Assessments become payable upon purchase of a Lot, with such payment to be prorated to the end of that calendar year.

Section 5.2 Purpose of Assessments.

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of the improvement, maintenance, repair and operation of the Common Areas and/or Maintained Area and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas and facilities and for the cost of labor, equipment, materials, management and supervision thereof.

5.2.2 Only the Declarant, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common Areas to which the Declarant still holds legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$10.00 per Lot. The annual maintenance assessment may be increased by a vote of the Members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

Section 5.4 (Intentionally Omitted).

Section 5.5. Change in Basis and Annual Assessments. The Association may change the annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospectively for any one year period and at the end of such one year period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below.

Section 5.6 Quorum for Any Action Authorized Under Section 5.4 and 5.5. The presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum.

Section 5.7 Uniformity of Assessments. Annual assessments established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 (Intentionally Omitted).

Section 5.9 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

5.9.1 If any assessment is not paid on or before the due date (being a date specified in Section 5.1.1 hereof), then such assessment shall be delinquent and until paid shall be a lien on the Lot. The personal obligation of the Lot Owner to pay such assessment shall continue for the statutory period, and shall not pass to the successor in title unless expressly assumed by the successor.

5.9.2 If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at 18% per annum. The Association may bring legal action against all Lot Owners personally obligated to pay the same and/or an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided

and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 5.10 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 5.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

5.11.1 All property acquired by a governmental agency for public use, provided that so long as a Lot may be used for residential purposes which comply with the minimum building requirements of this Declaration, such Lot shall receive no exemption from said assessments, charges and liens.

5.11.2 All Common Area.

5.11.3 All property retained by Declarant.

ARTICLE VI

Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Areas, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications, including a plot plan showing the location of the proposed improvement(s) with respect to topography, finished ground elevations, and in relation to front building and side lot setback lines, and showing the nature, kind, shape, heights, materials, elevation and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied. Further, the name, address and phone number of the builders contracted to construct any of the improvements shall have been submitted to, and approved in

writing by the Architectural Committee. Any such decision by the Architectural Committee approving or disapproving any structures or any builder shall be final and binding on all parties.

Section 6.2 Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

ARTICLE VII

Land Classification, Permitted Uses and Restrictions

Section 7.1 Land Classification. All Lots in ASHFORD PLACE are hereby classified as detached Single Family dwelling lots unless otherwise designated on the Master Plan for the exclusive use and benefit of the Owner thereof. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon, except for Declarant's office or for a workshop of an Owner who is in the home construction business. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereto, and to the Rules.

Section 7.2 Building Restrictions.

7.2.1 Minimum Residence Size for ASHFORD PLACE. The minimum residence, exclusive of basement, open porches, attached carport, attached garages, overhangs and detached structures to be built on any Lot shall be 1,200 square feet for a single story structure, and 1,000 square feet for the ground floor of a two story structure.

7.2.2 Maximum Height. No building shall exceed 35 feet in height.

7.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 66 2/3 percent brick, stone or stucco. Mail boxes shall be constructed of the same materials of the residence to which it is appurtenant. As an exception to the provision of the sentence immediately preceding, upon approval by the Architectural Committee, colonial or similar styles of architecture may be utilized and constructed, even though such building styles may result in less than 66 2/3% of the first floor utilizing brick, stone or

stucco as the principal exterior material. No artificial stone or rock of any kind will be permitted. To the extent that wood is used on the exterior of any residence, it must be of a durable variety. Roofs shall be of wood, tile or laminated composition shingles, provided that said laminated composition shingles shall have a minimum weight of 240 lbs. per square. All roof materials shall be of weathered wood or earthtone in color.

7.2.4 Garages. Garages or carports must be at least two cars wide and must be constructed within all building limit lines.

7.2.5 Building Limit Lines. No building shall be located on any Lot nearer than thirty (30) feet from the front lot line. No building shall be located on any Lot nearer than five (5) feet from any other lot line, all as shown on the recorded plat.

7.2.6 Signs, Billboards, and Detached Structures.

7.2.6.1 No signs or billboards will be permitted on the Common Area or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

7.2.6.2 Any detached structure may be constructed of materials other than set forth above with prior written approval of the Architectural Committee.

7.2.7 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the adjacent property and/or the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his Agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of the same to such Owner.

7.2.8 Moving Existing Buildings Onto a Lot Prohibited. No mobile homes, manufactured housing or existing structures (except approved detached structures) may be moved onto any Lot from another location.

7.2.9 Completion of Construction. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing, and must be completed within one year. The Owner shall cause all land to be seeded, suitably planted and properly landscaped. If not so completed, the Declarant (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. Whether the completion of such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be imposed against the subject Lot in the same manner as if such lien arose by reason of delinquent assessments, and such costs shall constitute a personal obligation of the record owner of said Lot at the time such completion expenditures are made.

7.2.10 Variances. As to any Lot, the limitations and restrictions of 7.2.2 through 7.2.9, inclusive, may be waived or modified by the Architectural Committee, upon written application made in advance by the Lot Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.2.11 Utilities. No Owner shall demand or require the furnishings of utility services through or from overhead wiring facilities so long as underground distribution systems are available.

7.2.12 Mailboxes. The location and style of all mailboxes placed at the curb of any Lot must be approved by the Architectural Committee. The materials shall be the same as that of the residence. In the event the postal authorities will only deliver mail curbside to one side of the street, mailboxes may be located at curbside for other Lots, provided, no more than two mailboxes will be located on any one Lot.

7.2.13 Fences. All fences must be constructed of wood, brick or stone. No fence shall ever be constructed, erected, placed or maintained forward of the front building limit or setback line, on each Lot, as shown on the recorded plat, except a painted wooden or wrought iron fence, clearly decorative in nature. Metal, barbed wire, chain link or similar fencing material is specifically prohibited, except for black vinyl coated chain link.

7.2.14 Parking of Vehicles. No vehicle of any kind shall be allowed on unpaved portions of the Common Areas, Maintained Areas or any unpaved portion of any Lot, except as temporarily necessary for maintenance purposes.

7.2.15 Clothes Lines. No exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot or on any structure thereon.

7.2.16 Drainage Easements. No structure, planting or other materials shall be placed or permitted to remain within any drainage easements or within any utility or similar easement shown on the plat or otherwise granted, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

ARTICLE VIII

General Restrictions

Section 8.1 Use of Lots. Each Lot in ASHFORD PLACE, with the exception of the Common Area, shall be used exclusively for Single Family residential purposes. No business, trade or other such activity shall be permitted within The Properties, except as set forth in Section 7.1 above. Notwithstanding anything contained within this Declaration to the contrary, the Declarant or Building Contractor shall be permitted to maintain and operate within The Properties a sales office and/or a construction office, provided, however, this exemption in favor of Declarant and Building Contractor shall terminate at such time as Declarant no longer owns any tracts within The Properties. Also notwithstanding anything contained within this Declaration to the contrary, the Association may maintain such offices or other facilities as are necessary for the conduct of the Association's business and the upkeep and maintenance of Common Areas.

Section 8.2 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets or yard pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 8.2 a particular animal, fish, reptile or fowl shall be considered to be

a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 8.3 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the street and the property line.

Section 8.4 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 8.5 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. A complaint to abate any nuisance shall first be filed, in writing, with the Board of Directors of the Association. If the Board of Directors does not resolve the complaint within thirty (30) days, the complainant may file an action in the District Court of Canadian County, Oklahoma, for abatement of such nuisance.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 8.7 Drilling. No drilling or puncturing of the surface for oil, gas, other hydrocarbons, or other minerals, shall be permitted without the prior written consent of the Architectural Committee. Owners may drill water wells for their irrigation use.

Section 8.8 Boats and Trailers; Temporary Residences. Boats, travel trailers, recreational vehicles, mobile homes, camping trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are parked on a concrete drive behind the front building line, and concealed from the Streets. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence. No outbuildings on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

Section 8.9 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee. Provided, if, in the opinion of the Architectural Committee, any Lot is not maintained pursuant to the provisions hereof, the

Committee may cause said Lot be so maintained, and may charge the Lot Owner thereof with the cost of such maintenance, which cost shall become a lien against said Lot.

Section 8.10 Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.11 Garbage, Trash Containers and Collections. All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from the street or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

Section 8.12 Antennae and Satellite Dishes. Other than television antennae and television satellite dishes, no antennae of any type, including, but not limited to, transmitting antennae or radio antennae, are permitted.

Section 8.13 Prohibition of Splitting or Subdivision of Lots. No Lot shall be subdivided, divided, or split, without the approval of the Architectural Committee. Two or more lots may be combined for construction of a single residence with the approval of the Architectural Committee.

ARTICLE IX

General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their sole option exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 9.5 Declarant's Reserved Right to Amend. Notwithstanding any provision herein to the contrary, Declarant reserves the right to amend these Covenants in whole or in part if necessary to qualify any residential structure constructed upon any Lot in this addition for any loan or mortgage transaction made or insured by any governmental related entity, such as FMHA, GMHA, VA or similar lending agencies. Provided, any such amendment shall be nondiscriminatory and shall apply to all Lots within the addition.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 6th
day of March, 2008.

By: Gary Owens
Gary Owens, President

Acknowledged before me this 6th day of March, 2008, by Gary Owens, President of Gary Owens Development, Inc.

Jerry Bradford
Notary Public

EXHIBIT "A"**METES AND BOUNDS DESCRIPTION OF A 44.03 ACRE TRACT IN THE NW/4 OF SECTION 9, T11N-R5W, I.M., CANADIAN COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

Commencing at the Northwest corner of the NW/4 of Sec. 9, T11N-R5W, I.M.; Thence S0°00'00"W along the West line a distance of 616.49 feet to the POINT OF BEGINNING; Thence S89°17'55"E a distance of 50.00 feet; Thence S0°00'00"W and parallel with the West line of said NW/4 a distance of 119.51 feet; Thence S44°29'36"E a distance of 35.67 feet; Thence along a curve to the right having a radius of 285.00 feet and a chord bearing of S73°30'29"E and a chord length of 138.08 for an Arc length of 139.47 feet; Thence along a curve to the left having a radius of 125.00 feet and a chord bearing of S69°56'31"E and a chord length of 45.36 feet for an Arc length of 45.61 feet; Thence N0°00'00"W and parallel with the West line of said NW/4 a distance of 118.50 feet; Thence S89°17'55"E a distance of 555.04 feet; Thence N0°00'00"W a distance of 120.01 feet; Thence S89°17'55"E a distance of 1842.19 feet to a point on the East line of said NW/4; Thence S0°02'54"E along the East line of said NW/4 a distance of 1983.39 feet; Thence N39°13'04"W a distance of 465.13 feet; Thence N40°21'00"W a distance of 50.00 feet; Thence along a curve to the left having a radius of 60.00 feet and a chord bearing of N3°06'22"E and a chord length of 87.10 feet for an Arc length of 97.48 feet; Thence along a curve to the right having a radius of 60.00 feet and a chord bearing of N22°43'58"W and a chord length of 42.43 feet for an Arc length of 43.36 feet; Thence N2°02'05"W a distance of 280.47 feet; Thence N0°59'57"E a distance of 507.07 feet; Thence along a curve to the right having a radius of 60.00 feet and a chord bearing of N21°42'14"E and a chord distance of 42.43 feet for an Arc distance of 43.35 feet; Thence along a curve to the left having a radius of 60.00 feet and a chord bearing of N44°09'05"W and a chord distance of 119.78 feet for an Arc distance of 181.29 feet; Thence along a curve to the right having a radius of 60.00 feet and a chord bearing of S69°59'41"W and a chord length of 42.43 feet for an Arc distance of 43.37 feet; Thence N89°17'56"W a distance of 240.60 feet; Thence along a curve to the left having a radius of 280.00 feet and a chord bearing of S80°03'27"W and a chord distance of 103.44 feet for an Arc distance of 104.04 feet; Thence S69°24'47"W a distance of 252.33 feet; Thence along a curve to the right having a radius of 220.00 feet and a chord bearing of S80°01'44"W and a chord length of 81.06 feet for an Arc length of 81.52 feet; Thence N89°21'18"W a distance of 1293.46 feet; Thence N0°00'00"W and parallel with the West line of said NW/4 a distance of 403.90 feet; Thence along a curve to the right having a radius of 275.00 feet and a chord bearing of N77°59'24"W and a chord length of 67.23 feet for an Arc length of 67.40 feet; Thence along a curve to the left having a radius of 400.00 feet and a chord bearing of N78°58'25"W and a chord length of 111.41 feet for an Arc length of 111.77 feet; Thence S45°36'00"W a distance of 34.83 feet; Thence S0°00'00"W and parallel with the West line of said NW/4 a distance of 120.55 feet; Thence N89°17'55"W a distance of 50.00 feet to a point on the West line of said NW/4; Thence N0°00'00"W along the West line of said NW/4 a distance of 360.06 feet to the POINT OF BEGINNING.

Containing 1,917,731.10 SQ. FT. OR 44.03 ACRES, MORE OR LESS.

JAB/tab
01/06/09
6588-05
A&C Cov

Doc#: R 2009 2779
Bk&Pg: RB 3524 658-659
Filed: 02-13-2009 IMV
03:40:39 PM RT
Canadian County, OK

*All American
WJA*

**AMENDMENT AND CORRECTION OF COVENANTS
AND RESTRICTIONS OF ASHFORD PLACE**

THIS Amendment and Correction of Covenants and Restrictions of Ashford Place made this 5th day of February, 2009, by Gary Owens Development, Inc. and Gary Owens Carpet & Construction, Inc. (hereinafter called "Declarant"), WITNESSETH:

WHEREAS, Gary Owens Development, Inc. as Declarant executed and filed the Declaration of Covenants and Restrictions of Ashford Place on or about the 6th day of March, 2008, in Book 3422 at Pages 828 through 845 inclusive, and

WHEREAS, a scrivener's error appears in said Covenants and Restrictions, specifically that the reference to thirty (30) feet in Section 7.2.5 should have been twenty (20) feet, and

WHEREAS, the undersigned collectively own two-thirds or more of the lots within Ashford Place, and

WHEREAS, Gary Owens Carpet & Construction, Inc. has previously ratified the above referenced Declaration of Covenants and Restrictions of Ashford Place.

NOW, THEREFORE, pursuant to the authority set forth in the Covenants and Restrictions of Ashford Place the undersigned hereby amend and correct Section 7.2.5 to read as follows:

7.2.5 Building Limit Lines. No building shall be located on any Lot nearer than twenty (20) feet from the front lot line. No building shall be located on any Lot nearer than five (5) feet from any other lot line, all as shown on the recorded plat.

The undersigned hereby grant variances to the location of any existing structures which are located closer than thirty (30) feet from the front lot line provided said structures are located at least twenty (20) feet from the front lot line.

Except as amended and corrected herein the Declaration of Covenants and Restrictions of Ashford Place shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Gary Owens Carpet & Construction, Inc.

By: *Gary Owens*
Gary Owens, President

Gary Owens Development, Inc.

By: *Gary Owens*
Gary Owens, President

STATE OF OKLAHOMA
COUNTY OF CANADIAN

SS.

Before me, a Notary Public, in and for said County and State, on this 5th day of February, 2009, personally appeared Gary Owens, to me known to be the identical person who executed the within and foregoing instrument as President of Gary Owens Development, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Sondra Wathen
Notary Public

My Commission Expires:

9-29-2012

STATE OF OKLAHOMA
COUNTY OF CANADIAN

SS.

Before me, a Notary Public, in and for said County and State, on this 5th day of February, 2009, personally appeared Gary Owens to me known to be the identical person who executed the within and foregoing instrument as President of Gary Owens Carpet & Construction, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Sondra Wathen
Notary Public

My Commission Expires:

9-29-2012

②

AMENDMENT OF COVENANTS AND RESTRICTIONSOF ASHFORD PLACE

THIS Amendment of Covenants and Restrictions of Ashford Place made this 19th day of December, 2018, by Ashford Place HOA (hereinafter called "Association"), WITNESSETH:

WHEREAS, Gary Owens Development, Inc. as Declarant executed and filed the Declaration of Covenants and Restrictions of Ashford Place on or about the 6th day of March, 2008, in Book 3422 at Pages 828 through 845 inclusive, and

WHEREAS, \$10 appears in said Covenants and Restrictions, specifically the reference to \$10 in Section 5.1.1 and Section 5.3 should be amended to show \$50 instead of \$10, and

WHEREAS, the undersigned had a quorum pursuant to Section 5.6 and the assent of two-thirds (2/3) of the vote of the members pursuant to Section 5.5 in favor of the increase in the Annual Assessment from \$10 to \$50.

NOW, THEREFORE, pursuant to the authority set forth in the Covenants and Restrictions of Ashford Place the undersigned hereby amend Section 5.1.1 and Section 5.3 to read as follows:

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.12, below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments, which are initially set at \$50.00 per year per lot payable on January 1 of each year. The annual maintenance, 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 property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$50.00 per Lot. The annual maintenance assessment may be increased by a vote of the Members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

Except as amended and corrected herein the Declaration of Covenants and Restrictions of Ashford Place shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Ashford Place HOA

By: 

Christina Baer, Secretary



Doc#: R 2022 10294
Bk & Pg: RB 5483 893-894
Filed: 03-30-2022
12:25:06 PM
Canadian County, OK

DAR
CS

STATE OF OKLAHOMA

SS.

COUNTY OF CANADIAN

Before me, a Notary Public, in and for said County and State, on this 30th day of March, 2022, personally appeared Christina Baer, to me known to be the identical person who executed the within and foregoing instrument as Secretary of Ashford Place HOA and acknowledged to me that she executed this document for said Association.

Given under my hand and seal the day and year last above written.



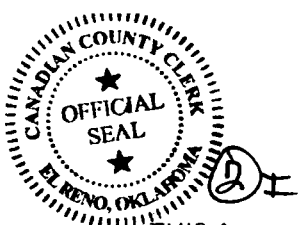
My Commission Expires:

11/06/2024

Rebecca Ayers
Notary Public

Return TO:

Ryan Farrell
1817 Lexington Lane
Yukon OK 73099



AMENDMENT OF COVENANTS AND RESTRICTIONS
OF ASHFORD PLACE

Doc#: R 2024 10242
Bk&Pg: RB 5836 487-488
Filed: 05-01-2024
10:38:12 AM
Canadian County, OK

DAR
CS

THIS Amendment of Covenants and Restrictions of Ashford Place made this 28th day of April, 2024, by Ashford Place HOA (hereinafter called "Association"), WITNESSETH:

WHEREAS, Gary Owens Development, Inc. as Declarant executed and filed the Declaration of Covenants and Restrictions of Ashford Place on or about the 6th day of March, 2008, in Book 3422 at Pages 828 through 845 inclusive, and

WHEREAS, \$10 appears in said Covenants and Restrictions, specifically the reference to \$10 in Section 5.1.1 and Section 5.3 should be amended to show \$100 instead of \$10, and

WHEREAS, the undersigned had a quorum pursuant to Section 5.6 and the assent of two-thirds (2/3) of the vote of the members (and written notice that was sent to all Members at least fifteen (15) days in advance and set forth the purpose of the meeting) pursuant to Section 5.5 in favor of the increase in the Annual Assessment from \$50 (from previous amendment in Book 5483 pages 893-894) to \$100, and

WHEREAS, the undersigned had 60% in favor by the owners for the amendment pursuant to Oklahoma §11-42-106.1 to remove entire Section 8.11 pertaining to Garbage, Trash Containers, and Collections and

WHEREAS, two-thirds (2/3) appears in said Covenants and Restrictions, specifically the reference to two-thirds (2/3) in Section 9.1 should be amended to show one-third (1/3) instead of two-thirds (2/3).

NOW, THEREFORE, pursuant to the authority set forth in the Covenants and Restrictions of Ashford Place and Oklahoma §11-42-106.1, the undersigned hereby removes section 8.11 and amends Section 5.1.1, Section 5.3, and Section 9.1 to read as follows:

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.12, below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments, which are initially set at \$100.00 per year per lot payable on January 1 of each year. The annual maintenance, 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 property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$100.00 per Lot. The annual maintenance assessment may be increased by a vote of the Members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount.

9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of one-third (1/3) of the Lots has been recorded, agreeing to change

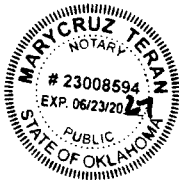
said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Except as amended and corrected herein the Declaration of Covenants and Restrictions of Ashford Place shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Ashford Place HOA

By: David Baer
David Baer, Treasurer & Secretary



STATE OF OKLAHOMA

SS.

COUNTY OF CANADIAN

Before me, a Notary Public, in and for said County and State, on this 1st day of May, 2024, personally appeared Christina Baer, to me known to be the identical person who executed the within and foregoing instrument as Secretary of Ashford Place HOA and acknowledged to me that she executed this document for said Association.

Given under my hand and seal the day and year last above written.

(SEAL)



Mary Cruz Teran
Notary Public

My Commission Expires:

06/23/2027

Return to:
Ashford Place
P.O. Box 850642
Yukon, OK 73085