

Return to: Vizcaya HOA  
c/o Ralph Gragg  
8721 NW 157<sup>th</sup> Place  
Edmond, OK 73013



20190506010610610  
05/06/2019 11:39:28 AM  
Bk:RE14014 Pg:1885 Pgs:4 AMEN  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
David B. Hooten

**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VIZCAYA  
HOMEOWNERS ASSOCIATION**

**WHEREAS**, the Declaration of Covenants and Restrictions for Vizcaya was filed on June, 20, 2008, within the Oklahoma County Clerk's Office at Book 10839, Page 795 (the Declaration) for the Vizcaya Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma (the Addition).

**WHEREAS**, the Declaration was amended on July 9, 2013, and is on file within the Oklahoma County Clerk's Office at Book 12295, Page 1290 (the First Amendment) for the Vizcaya Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma (the Addition).

**WHEREAS**, the Declaration is and this Amendment shall be pressed against each Lot in every Block to the Addition, according to the plat recorded within the Oklahoma County Clerk's Office at Book 66, Page 91, as more fully set out within Exhibit "A".

**WHEREAS**, the Declaration provides that the Owners of Lots within the Addition may amend the Declaration.

**WHEREAS**, this Amendment is made effective as of the date of filing by a sufficient percentage of Lot Owners.

**NOW THEREFORE**, the following amendments to the Declaration are 1) adopted by the Owners; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners; 4) deemed reasonable in both procedures and substance by the Owners; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Owner, and 6) may be enforced by the Owners and the Vizcaya Homeowners Association.

**NEW SECTION: Section 2.04.** Section 2.04 is hereby added to the Declaration.

**Indemnification:** Subject to Oklahoma law, the Association shall indemnify every volunteer, employee, officer, director, and committee member, including the Design Review Committee of the Association (collectively Indemnified Parties) against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, employee, volunteer or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section.

The Indemnified Parties shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, willful malfeasance, gross misconduct, or bad faith. The Indemnified Parties shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such Indemnified Parties may also be Members of the Association).

The Association shall indemnify and forever hold each such Indemnified Party harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former Indemnified Party may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**AMENDMENT: Section 4.05.** Section 4.05 is hereby deleted in its entirety and replaced with the following:

**Assessments.** Assessments may be levied by the Board, in its sole discretion, on an annual basis for each calendar year based upon an annual budget approved by the Board. However, any assessment greater than two times the annual dues shall require the approval of the Owners of a majority of Lots. The Board shall notify each Owner in writing of the total amount of such assessments and such Owner's proportionate share of such assessments for upcoming calendar year. Payment of such assessments shall be due in accordance with those payment terms approved by the Board and stated in the notification sent to each Owner. The total amount of the assessments shall be allocated on a pro-rata basis against those Lots owned by Owners other than the Declarant based upon the total amount of such assessments divided by the number of Lots owned by Owners other than the Declarant. Upon request, the Association shall provide an Owner, for a reasonable charge paid in advance, with a certificate in writing signed by an officer of the Association setting forth whether any such assessment in regards to any Lot has been paid, and such certificate shall be conclusive evidence of such payment. The Board shall have the authority, from time to time during any calendar year to approve the revision of a previously approved annual budget and adjust the amount of assessments levied against each Owner, as the Board deems appropriate in the sole discretion of the Board. Notwithstanding anything stated herein to the contrary, any monies owed the Association by an Owner, including without limitation all monies owed by an Owner to the Design Review Committee for expenses it incurred in reviewing such Owner's proposals, plans and specifications, shall constitute and assessment levied against such Owner's Lot for all purposes provided herein and any such lien may be enforced by the Association in the same manner as any other assessment.

**NEW SECTION: Section 4.06.** Section 4.06 is hereby added to the Declaration:

**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 shall be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any special assessment shall require the affirmative vote or written consent of Members representing more than 50% of the total votes allocated to Lots which will be subject to such special assessment. 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.



**NEW SECTION: Section 4.07.** Section 4.07 is hereby added to the Declaration:

**Special Assessments.** The Association shall have the authority to levy specific assessments in the form of reasonable monetary fines against a particular Lot or Lots in order to bring that Lot into compliance with the Declaration, its amendments and the Bylaws, or to recover any costs, including but not limited to any professional fees, overhead and administrative costs, incurred as a consequence of the conduct of an 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 before levying any specific assessment under this subsection. The Association may collect specific assessments in the same manner as set out within Section 4.03 to the Declaration for assessment, including but not limited to the filing and foreclosure of liens against a Lot.

**AMENDMENT: Section 6.11.** Section 6.11 is hereby deleted in its entirety and replaced with the following:

**Fireplaces and Chimneys.** All fireplace flues or chimneys on the exterior of a Residence and all outdoor fireplaces shall be covered with brick, stone, stucco or masonry similar to those materials otherwise utilized on such Residence.

**AMENDMENT: Section 6.16.** Section 6.16 is hereby deleted in its entirety and replaced with the following:

**Limitations on Animals and Pets.** No animals, livestock or poultry may be raised, bred or kept on any Lot except for a reasonable number of dogs, cats and other household pets; provided, however, such dogs, cats and other household pets may not be bred or otherwise kept on any Lot for commercial purposes. The Owner of a Lot shall not permit the dogs, cats or other household pets maintained by such Owner to make unreasonable amounts of noise or otherwise create a nuisance to the annoyance of the Owners of other Lots. No dogs, cats or other household pets maintained by an Owner shall be allowed to roam free. Dogs, cats and other household pets shall be leashed when the same are allowed outside of a Residence or such Residence's fenced back yard. Upon the written request of any Owner, the Association may, in its sole discretion make a binding determination whether a particular dog, cat or other household pet constitutes a nuisance or whether the Owner of a particular Lot maintains an unreasonable number of dogs, cats or other household pets. In the event of such a determination by the Association, the Owner of the Lot in question shall have ten (10) days in which to remove the animals in question from the Owner's Lot.

**AMENDMENT: Section 6.24.** Section 6.24 is hereby deleted in its entirety and replaced with the following:

**Residence Maintenance.** Each Owner shall cause the Residence, Outbuilding, and all other structures and improvements located on such Owner's Lot to be continuously maintained. Exposed exterior wood on a Residence, Outbuilding, or other structure or improvement shall be painted or stained as necessary. Use of paint color choices for exposed exterior wood other than that originally approved by the Design Review Committee shall be permitted with the approval of the Design Review Committee.

**AMENDMENT: Section 7.03.** Section 7.03 is hereby deleted in its entirety and replaced with the following:


**Amendment.** The covenants and restrictions of this Declaration shall run with and burden the Property and each Owner hereof and shall inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. This Declaration may be amended at any time with the approval of at least seventy-five percent (75%) of the votes entitled to be cast by the Owners (inclusive of the Declarant until such time as the Declarant is no longer the owner of any Lot), and any such amendment to the Declaration shall be recorded in the office of the Oklahoma County Clerk. It shall not be necessary for the required percentage of votes to amend the Declaration be obtained at a meeting of the Association membership, rather the requisite percentage may be achieved by obtaining the appropriate number of signatures of Owners entitled to vote on the face of an amendment to the Declaration, in one or more counterparts. Notwithstanding anything contained within this Declaration to the contrary, the Declarant shall have the absolute unilateral right, power and authority, to amend this Declaration as required by either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto as a condition precedent to the approval of such agency of the United States regarding any Lot for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs.

**EFFICACY OF COVENANTS.** All provisions of the Declaration not expressly amended herein remain unamended, unaltered, in full force and effect, and ratified by the Owners.

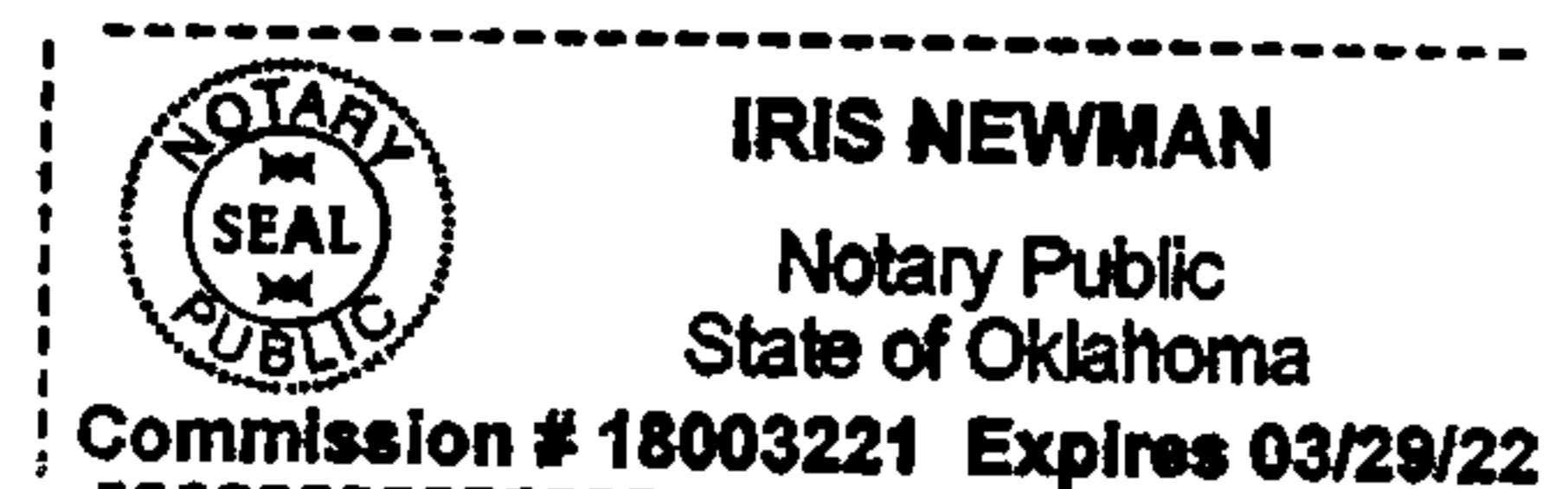
**IN WITNESS WHEREOF,** the undersigned have executed these presents on this 4 day of

April, 2019

**VIZCAYA HOA BOARD OF DIRECTORS**



By: Ralph Gragg  
For: Vizcaya HOA  
Title: HOA President



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, by Ralph Gragg in his capacity as President of the Vizcaya HOA.



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Filing Fee: \$19.00

05/06/2019 11:39:28 AM  
AMEN

