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FOR THE RECORDER

**AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUBURN MEADOWS SEC.2, KNOWN AS "VILLAS AT AUBURN MEADOWS,"
A RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY,
OKLAHOMA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE
RECORDED PLAT THERETO**

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions for the Villas at Auburn Meadows is on file within the Oklahoma County Clerk's office at Book 8565, Page 983, (the "Covenants") for the residential community located in the City of Oklahoma City, Oklahoma County, Oklahoma (the "Addition"). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

WHEREAS, certain amendments were made to the Covenants on July 20, 2011 recorded at Book 11680, Page 71.

WHEREAS, a sufficient percentage of the undersigned Lot Owners within the Addition desire to add to, amend, and ratify the Covenants as provided herein, and this Amendment is made effective as of the date of filing by a sufficient percentage of the undersigned Lot Owners whose ballots are attached hereto.

NOW THEREFORE, the following amendments to the Covenants 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 and Lots; 4) deemed reasonable in both procedure 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 Villas at Auburn Meadows Owners' Association (the "Association") and the Owners. The Covenants as described above are hereby amended in the following manner:

NEW SECTION. Article 7.6.1 to the Covenants is hereby amended with the following:

Section 7.6.1 Initial Owner-Occupancy Period; Leases.

(a) All Lots shall be used and occupied solely by and for a single-family as their private and established residence and domicile. No store or business, no gas or automobile service station, no boarding house, hotel, motel, bed and breakfast, or the like though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such Lot being designated in its entirety for use and occupancy by a single family.

(b) All Lots shall be only used as Owner-occupied Lots for the first twelve (12) consecutive months after each transfer of title to such Lot. "Owner-occupied" shall mean a Lot whose

occupants are the flesh and blood Owner or the majority shareholder, unit owner, or the equivalent of an entity Owner, the Owner's family by blood, marriage, civil union, domestic partnership or the substantial and demonstrable equivalent, or adoption within the second degree of consanguinity (e.g., grandparents, grandchildren, siblings, uncles, aunts), who occupy the Lot without the payment of rent. This Section shall not apply to a purchase money lender taking title to a Lot due to foreclosure.

(c) Unless otherwise provided, as required by the operation of law, or as may be required by any so called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot may be rented, leased, let or licensed for less than twelve (12) consecutive months subsequent to the recording date of this Amendment. All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Covenants, as amended, the Association's Articles of Incorporation, Bylaws and the rules. Only an entire Lot for a consecutive term may be leased or rented, not any portions of any structure or part of a Lot or fractions of time. If a tenant is an entity and not a flesh and blood person, the primary occupant and their single family shall be identified for purposes of the lease term. Any failure of a lessee or renter to comply with the terms of the Covenants, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, shall be a default under the lease, enforceable by the Association. The Association may adopt reasonable rules governing leasing, including Specific Assessments, and reasonable administration, processing and review fees to be paid to the Association.

NEW SECTION. A new Article 4.8 of the Covenants is hereby added with the following:

4.8 Specific Assessments. The Association shall have the power to levy reasonable specific assessments ("Specific Assessments") against a particular Lot, Owner, occupants and guests for violations of the requirements set out within the Covenants including rules adopted by the Board, to cover costs incurred in bringing a Lot and/or its Owner or occupants into compliance with the Covenants, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors employees, licensees, invitees, or guest, including any claims, expenses, and damages relative thereto and indemnification claims, damages, and expenses, or pursuant to a schedule of fines adopted by the Association Board for violations of the Covenants, the initial schedule being **Attachment 1** to this Amendment, and which may be amended from time to time by the Board; provided, the Association Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Section. Specific Assessments may be collected by the Association in like manner as other assessments under the Covenants, including recording a lien against the subject Lot and Owner and foreclosure of the same.

RATIFICATION. To the extent not amended by this instrument, the Covenants and their exhibits are hereby ratified by the undersigned.

IN WITNESS WHEREOF, the undersigned Lot Owners have caused this instrument to be executed to be effective the date of recording as reflected by their attached signature pages, which is also approved by the Association Board as reflected by their signatures below.

Villas at Auburn Meadows Owners' Association, Inc.

Michael Smith 3-3-2024

Dwain G 3-3-24

Adam Edwards 3-3-24

Angela Perry 3-3-2024

Evelyn Kay Cannon 3/3/2024

Exhibit "A"

**ALL LOTS AND BLOCKS WITHIN AUBURN MEADOWS SEC2, AN
ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA
COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT
THERE TO.**

ATTACHMENT 1

**VILLAS AT AUBURN MEADOWS OWNERS' ASSOCIATION, INC.
RULES AND SCHEDULE OF SPECIFIC ASSESSMENTS**

Whereas, the Board in its reasonable discretion desires to adopt certain rules and monetary penalties for violations of the Supplemental Declaration, as amended, the Bylaws, and Rules (collectively, the "Governing Documents"), in recognition of the authority to adopt such rules and monetary penalties reserved within the Covenants, along with the rule-making and enforcement authority granted to the Board within the governing documents, which are recorded within the real property records of Oklahoma County.

Whereas, the Board and at least a majority of Lot Owners and Members find the following Rules and Schedule to be reasonable overall, specifically reasonable in relationship to the relative conduct for which a penalty is provided, as well as a reasonable balance of the various individual and shared interests and rights of the Members, Lot Owners, Association, and Board, and they find the Rules and Schedule to be necessary, and beneficial to the health, safety, and welfare of its Members, the Lot Owners, and for the preservation of property values within the Addition.

Whereas, the primary objective for the Board and Members' vote to approve and adopt the following Rules and Schedule is to encourage Governing Documents compliance and not penalize individuals or generate funds for the Association.

Therefore, the following Rules and Monetary Penalties, having been approved and adopted by the Board along with a supporting majority of the Members, shall be prospectively applicable to all Lots, Common Areas, Owners, and Persons, and shall go into effect thirty days after recording the amendment to which this Attachment 1 appears.

Schedule of Monetary Penalties

\$50.00 per occurrence or otherwise per week – General use restriction violations. At the Board of Directors discretion and upon each occurrence, which shall be defined as the existence of a violation within each twenty-four hour period, the Association may take such actions as provided within the Declaration to remedy the Lot violation and levy a monetary penalty against the Lot Owner and Lot.

[Examples: Using a Lot for visible storage of items limited by the Declaration such as boats, trailers, commercial vehicles; unauthorized removal of Common Area vegetation; failure to properly store trash/bin; nuisance uses of Lot; unauthorized keeping of animals]

\$100.00 per occurrence or otherwise per month – Architectural/Design violations. At the Board of Directors discretion and upon each occurrence, which shall be defined as the existence of a violation within each twenty-four hour period, the Association may take such actions as provided within the Declaration for violations of structural restrictions, including for violations of prior approval and plan submittal requirements.

[Examples: Failure to obtain Board/Design Review Committee approval prior to improvement; installation of sheds, shingles, and signs in violation of Declaration]

\$100.00, escalating per month – commercial use violations. For violations of restrictions and rules prohibiting the use of a Lot for commercial purposes, including short term rental businesses, the first occurrence shall incur a \$100.00 monetary penalty. Each repeated occurrence shall incur an escalating monetary penalty of \$100.00 capped at the greater of \$500.00 per month or the gross receipts of such commercial use violation (i.e., first violation \$100.00, second violation \$200.00, third violation \$300.00). "Occurrence" shall be defined as the existence of a violation within each twenty-four hour period.

[Examples: Operating a for-profit daycare business on a Lot; operating a home-based business with employee or customer traffic to Lot; using a Lot for employee parking, equipment storage, and inventory storage]

Fines (Specific Assessment & Monetary Penalties) Procedure

First Violation Notice: A courtesy notice shall be sent to the Lot Owner citing the specific violation(s) and requesting correction of the violation(s).

Second Violation Notice: A notice shall be sent to and served on the Lot Owner giving them notice of their opportunity to request a hearing before the Board of Directors (or their appointed designees) to address the cited violation(s). The letter will identify the nature of the violation(s) and what the Lot Owner may do to rectify the violation. If the Lot Owner fails to make a timely request for hearing or provide written evidence on their behalf or in any event the Board decides to pursue enforcement, the Board may then take such remedies warranted in the Board's discretion. If the Lot Owner offers a specific written abatement plan with target dates for compliance, the Board may waive continuing monetary penalties at its discretion. The Board of Directors will notify the Lot Owner in writing of its decision.

Continuing Violation: The Board may impose a continuing monetary penalty, assessed on a monthly basis from the date of the First Violation Notice, without additional notice or hearing, until the infraction or violation has been remedied. A continuing violation is a violation of an ongoing nature, which has not been corrected.

Repeat Violation: A repeat violation occurs when a person violates the same provision of the Governing Documents more than once within a twenty-four hour period and has previously been afforded notice and an opportunity for hearing for such violation. Upon a repeat violation, a notice of the repeat violation shall be sent to the Lot Owner, no hearing shall be scheduled unless requested in writing by the Lot Owner, and the Board may take such enforcement actions warranted in the Board's discretion.

Approved by the Board in recognition of a majority Member vote for approval.

By: Michael Smith
Print: Michael Smith

3-3-2024
Date

By: Deanie Gustin
Print: Deanie Gustin

3/3/24
Date

By: Jean Edmondson
Print: JEANNE EDMONDSON

3-3-24
Date

By: Georgianna L. Fiering
Print: Georgianna L. Fiering

3.3.2024
Date

By: Evelyn Kay Cannon
Print: Evelyn Kay Cannon

3-3-2024
Date