



*Oak Tree*

**Declaration of Covenants, Conditions  
and Restrictions for Oak Tree**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR OAK TREE**

This Declaration of Covenants, Conditions and Restrictions for Oak Tree is made this 22 day of November, 1977, by Unique Golf Concepts, Inc., a Delaware corporation, hereinafter referred to as "Declarant."

WITNESSETH:

A. Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Declarant desires to subject said real property to the provisions of this Declaration, to provide for the possible subjecting of additional real property to the provisions of this Declaration, and to establish a method for the administration and maintenance of such property as is now submitted and as may hereafter be submitted to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof. Any additional land submitted to and made subject to this Declaration may be known as and marketed under a name other than Oak Tree but shall nevertheless be subject to the restrictions contained herein.

**ARTICLE I**

**DEFINITIONS**

**Section 1. "Association"** shall mean and refer to Oak Tree Home Owners Association, Inc., an Oklahoma nonprofit corporation, its successors and assigns.

**Section 2. "Properties"** shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

**Section 3. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding any party holding the fee simple title merely as security for the performance of an obligation.

**Section 4. "Common Area"** shall mean all real and personal property now or hereinafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is that tract or parcel of land shown on that plat record in Book 47, at Page 77, of Oklahoma County, Oklahoma Records, less and except the individual Lots shown thereon.

**Section 5. "Lot"** shall mean a portion of the Properties intended for any type of independent ownership and use as may be set out in the Declaration or amendment submitting property to this Declaration.

**Section 6. "Area of Common Responsibility"** shall mean and refer to the Common Area together with those areas, if any, with or upon a Lot the maintenance, repair, or replacement of which is the responsibility of the Association.

**Section 7. "Residence"** shall mean an improvement constructed for occupancy by a single family located on one or more Lots and although protruding beyond the boundaries of a Lot, each such improvement shall be considered one Residence, but a part of the Lot or Lots on which it is built. Each such residence shall be constructed in conformity with the architectural standards contained in Attachment A to this Declaration and the design criteria established by the plans of the architect designing the improvement or approved by the Board of Directors or its designated representative.

## ARTICLE II PROPERTY RIGHTS

**Section 1. Owner's Easement of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.

(c) The right of the Declarant with regard to the Properties which may be owned for the purpose of development to grant easements in and to the Common Area contained within the respective Properties to any public agency, authority or utility for such purposes as benefit only the Properties or portions thereof and Owners or Lots contained therein;

(d) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within Oak Tree.

(e) The right of the Association to dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed (i) by at least a majority of the votes which the Class "A" members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose and (ii) by the Class "B" member of the Association, so long as such membership shall exist.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and, subject to such reasonable rules as the Board may adopt, social invitees.

**Section 3. Owner's Right to Ingress and Egress Support.** Each

Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

**Section 4. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the common area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the Owner, tenant, or the Association provided further however, that the restrictions of this section shall have no application if adjacent Lots are under one ownership. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls, if any.

**Section 5. Storm Drainage and Sanitary Sewer Systems.** Storm drainage systems and sanitary sewer systems may be located under certain Lots throughout the Properties. To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each Lot for the purpose of providing connection of that Lot with the storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to easements in favor of all the other Lots providing for the passage through any portion of such Lot of necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not materially interfere with the use, occupancy, or enjoyment of all or any part of the Lot subject to such easements or to which such easements are appurtenant. No easement granted by this section shall interfere with the improvement of the Lot by any Owner until that easement has been reduced to writing and filed in the public records of Oklahoma County, Oklahoma in order that the exact size and location of such easement can be identified.

**Section 6. Use of Lots.** Except as may be provided hereinbelow, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a

Lot for residential purposes shall not be considered to be a violation of this covenant so long as the Lot is not owned primarily for such purpose and so long as the lease is otherwise in compliance with rules and regulations promulgated by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept in any Lot or in the Common Area or any Part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive or offensive activity shall not be carried on in any Lot or in the Common Area or any part thereof. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

**Section 7. Use of Common Area.** Except on the individual Lot, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the improvements located thereon, or as approved by the Association's Board of Directors or their designated representatives. Exterior antennas may be erected upon the Common Area and any Lot with the prior approval of the Architectural Control Committee. Except for the right of ingress and egress, the owners of the Lots are hereby prohibited and restricted from using any of said property outside their respective Lots except as may be allowed by the Association's Board of Directors as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners and is necessary for the protection of said owners.

**Section 8. Signs.** No sign of any kind shall be displayed to the public view on any Lot or the Common Area without prior written consent of the Board or its designate except customary name and address signs. The Board on behalf of the Association shall have the right to erect reasonable and appropriate signs on the Common Area.

**Section 9. Parking Areas.** No Owner, tenant, guest, or other person shall park, store or keep any motor vehicle, recreational vehicle, boat, trailer or other vehicle except wholly within the garage or such other area as may be specifically designated for that

purpose by the Board. The uncovered parking spaces located within the Common Area shall be for the sole and exclusive use of any Owner's guest or social invitees. No Owner of a Lot shall repair or restore any vehicle, boat, recreational vehicle, trailer or other vehicle upon any portion of any Lot or upon the Common Area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

**Section 10. Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that no more than two dogs, cats and other normal household pets, which term shall not include horses, may be kept in Lots or in residences subject to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. The Board shall have the absolute power to prohibit pets.

**Section 11. Rules and Regulations.** The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, canceled or modified in a regular or special meeting by the vote of Class "A" members holding a majority of the total votes in the Association and by the vote of the Class "B" member so long as such membership shall exist or by the Board of Directors. The Board shall have the authority to impose fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article IX.

**Section 12. Construction and Sale Period.** Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder (if other than Declarant and approved by Declarant) of residences to maintain and carry on, during the period of construction and sale of the Lots or residences, upon such portion of the Common Areas as the Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but without limitation, business offices, signs, model units and sales offices. The right to maintain and carry

on such facilities and activities shall include specifically the right to use residences owned by Declarant or such builder as models and sales offices.

**Section 13. Easement for Utilities, Etc.** There is hereby granted a blanket easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as may be approved by the Association's Board of Directors or as provided in Article II, Section 1(c). Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Properties. No easement granted by this section shall interfere with the improvement of the Lot by any Owner until that easement has been reduced to writing and filed in the public records of Oklahoma County, Oklahoma, in order that the exact size and location of such easement can be identified.

**Section 14. Lots.** Each Lot shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to the following provisions of this Declaration. The boundaries of each Lot shall be shown on a plat dated November 10, 1977, and recorded in Plat Book 47, Page 77, Oklahoma County, Oklahoma, Records. All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to one or more other residences or to the Common Area are Common Area and are excluded from a Lot although located, in part, within the boundaries thereof. The ownership of each Lot shall include, and there shall pass with each

Lot as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Lot Owner in Common Area, which shall include but not be limited to, membership in the Association.

### ARTICLE III

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held for each Lot.

**Section 2. Voting.** The Association shall have two classes of membership, Class "A" and Class "B", as follows:

(a) **Class "A".** Class A members shall be all Owners with the exception of the Declarant or its successor in title. Class "A" members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interests in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

(b) **Class "B".** Class "B" member shall be the Declarant or its successors in title. The Class "B" member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class "B" membership shall cease and become converted to Class "A" membership on the

happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class "A" membership equal eight hundred fifty (850) votes;

(ii) When in its discretion the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one vote for each Lot in which it holds the interest required for membership under Section 1 hereof.

### ARTICLE IV

#### MAINTENANCE

**Section 1. Owner's Responsibility.** All maintenance of the Lot and residence thereon and sidewalk included therein which is not specifically identified as being the responsibility of the Association shall be the responsibility of the Owner. No Owner shall (i) decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the Association's Board of Directors or its designated representative, or (ii) do any work which, in the reasonable opinion of said Board of Directors or its designated representative, would jeopardize the soundness and safety of the Properties, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case the unanimous, prior written consent of all the other Owners.

#### **Section 2. Association's Responsibility.**

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include, without limitation, the maintenance and repair of such perimeter fencing and sidewalks around the Properties, pipes, wires, glass conduits and systems, streets, greenbelts, entry island and adjacent property, all of which are a part of the Common Area. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense, of all trees, shrubs, grass, walks and other improvements situated upon the Common Area.

(b) In the event that the Board of Directors of the Association determines that: (i) Any Owner has failed or refused to discharge

properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The Association, acting through its Board of Directors, shall have a right of entry for the purpose of performing any work required or permitted under this Article.

## ARTICLE V

### INSURANCE AND CASUALTY LOSSES

**Section 1. Insurance.** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have at least a \$500,000 single person limit as respects bodily injury and property damage, a \$1,000,000 limit per occurrence, and a \$50,000 minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy

may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

In addition to casualty insurance on the Common Area, the Association acting through the Board may elect to obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for the full replacement cost of all structures on all Lots. Costs of such coverage shall be a common expense to the Association. In the event such insurance is obtained, the provisions of this Article V shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies to insurance on the Common Area. In the event the Association does not maintain insurance upon residences not owned by the Association, then each Owner shall insure his entire residence against loss or damage by fire or other casualty including extended coverage, under the standard form all-risk home owner's policy now in use in Oklahoma or under such other insurance as may be required by any mortgagee of the residence. All such insurance shall be for the full replacement cost. All such policies shall provide for certificates of insurance to be furnished to the Association and shall further provide that the policy may not be canceled, terminated or modified except upon at least thirty (30) days written notice to the Association.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the Owners. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Oklahoma and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available and, if not available, the best rating available.

(b) All policies shall be for the benefit of the Lot Owners and their mortgagees as their interests may appear.

(c) Provision shall be made for the issuance of a certificate of insurance to each Owner and his or her mortgagee, if any, which shall specify the amount of such insurance attributable to the particular Owner's Lot.

(d) Exclusive authority to adjust losses under policies hereafter in force on the Property obtained by the Association shall be vested in

the Association's Board of Directors; provided however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

(f) Each Owner may obtain additional insurance at his or her own expense; provided, however, that no Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Association's Board of Directors may have in force on the property at any particular time.

(g) It shall be the individual responsibility of each Owner at his or her own expense to provide, as he or she sees fit, title insurance on his or her individual Lot and such other insurance as is not provided by the Association pursuant to the provisions of this Article.

(h) The Association's Board of Directors shall conduct at least once every two years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Common Area and, if insured, upon the Lots by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with housing construction in the Edmond, Oklahoma, area.

(i) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective servants, agents and guests;

(ii) A waiver by the insurer of its right to repair, and reconstruct instead of paying cash;

(iii) That no policy may be canceled, invalidated or suspended on account of any one or more individual owners;

(iv) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in

writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, and Owner or mortgagee;

(v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

**Section 2. No Partition.** There shall be no judicial partition of the property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of this Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration.

**Section 3. Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a residence and may be enforced by such mortgagee.

(b) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a residence and may be enforced by such mortgagee.

(c) If it is determined as provided for in paragraph 4 of this Article that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.



#### **Section 4. Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each structure on each Lot and the Common Area having the same vertical and horizontal boundaries and location on each Lot as before; construction or reconstruction shall be in substantial conformity with that which existed prior to the damage or destruction.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least ninety (90%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If the damage includes one or more insured residences on Lots, the written consent of the owner or owners thereof must be obtained as part of the ninety (90%) percent. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

**Section 5. Repair and Reconstruction.** If the damaged or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment

against all Owners and in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited in the Association's capital improvements account.

**Section 6. Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other owners and with the Association that in the event such Association does not carry blanket all-risk casualty insurance on the Lots and structures constructed thereon as provided for in Section 1 of this Article V, each individual Owner shall carry such insurance. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual unit Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

## **ARTICLE VI CONDEMNATION**

**Section 1. General.** Whenever all or any part of the Properties shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all the Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Class "B" member (if such membership shall then exist) and at least a majority of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available

therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. If the taking includes one or more residence, or any part or parts thereof, whether or not there is included in the taking any part of the common Area, then the award shall be disbursed and all related matters, including without limitation alteration of ownership of the Common Area, shall be handled pursuant to and in accordance with the consent of no less than fifty (50%) percent of all Owners expressed in a duly recorded amendment to this Declaration, provided that the Consent of the Owner or Owners of the Lot or Lots so taken must first be obtained. If the consent cannot be obtained, the funds shall be disbursed as the Court may determine.

## ARTICLE VII

### ANNEXATION OF ADDITIONAL PROPERTY

**Section 1. Annexation Without Approval of Class "A" Membership.** As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time and at any time until the Class "B" membership in the Association shall terminate and cease to exist or until December 31, 1991, whichever last occurs, to subject to the provisions of this Declaration and the jurisdiction of the Association or to Exhibit "C" attached hereto and incorporated herein by reference, all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, by filing in the Oklahoma County, Oklahoma Records an amendment annexing such property. Such amendment to this Declaration shall not require the vote of Class "A" members. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege and option to annex additional property which is herein

reserved to Declarant, provided such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto which at the time of such transfer and assignment (or contemporaneously therewith) is subjected to the provisions of this Declaration. Any provisions to the contrary notwithstanding the maximum number of Lots which may be located on said real property described in said Exhibit "B" attached hereto which is subjected to the provisions of this Declaration and the jurisdiction of the Association shall not exceed one thousand seven hundred (1,700) unless the Class "A" members of the Association agree thereto.

**Section 2. Annexation With Approval of Class "A" Membership.** Subject to the consent of the owner thereof, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than that shown on Exhibit "B" to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Oklahoma County Records a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association and any such annexation shall be effective upon filing unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association.

## ARTICLE VIII

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

**Section 1. The Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

**Section 2. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part

thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may but shall not be required to do so, as an Association expense, arrange with others to furnish water, trash collection, sewer service and other common services to each Lot.

**Section 3. Personal Property and Real Property for Common Use.**

The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

**Section 4. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots including without limitation the lease or rental thereof and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

**Section 5. Implied Rights.** The Association may exercise any other rights or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the reasonably necessary to effectuate any such right or privilege.

**ARTICLE IX  
ASSESSMENTS**

**Section 1. Purpose of Assessment.** The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants or residences as may be more specifically authorized from time to time by the Board of Directors.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, is

deemed to covenant and agree to pay to the Association: (a) annual assessments or charges levied pursuant to the terms of this Declaration and in the manner established under Section 3(b) of this Article., (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in accordance with Article II, Section 11 hereof. All such assessments, together with interest at the maximum allowable rate, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limiting the meaning of the foregoing, acceleration of the annual assessments for delinquents; unless otherwise provided by the Board, the assessments shall be paid in monthly installments.

**Section 3. Annual Assessments.**

(a) **Budget.** It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution in accordance with a capital budget separately prepared. The Board shall cause the budget for the following year and the assessment amount established thereunder and in accordance with Section 3(b) of this Article to be delivered to each member at least forty-five (45) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one (51%) percent of the total votes of the Association membership. Notwithstanding the foregoing however, in the event the membership disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year then and until such time as a budget shall have been determined as provided herein, and budget in effect for the then current year shall continue for the succeeding year.

**(b) Computation.**

(1) Each Owner of any Lot, including Declarant, shall, in accordance with the provisions of this Declaration, pay annually to the Association for each Lot owned the lessor of nine hundred and sixty dollars (\$960.00) or an amount equal to the quotient resulting from dividing the annual estimated costs of operating the Association by the number of Lots included as part of Oak Tree. Such assessment shall be referred to as the Lot assessment.

(2) Furthermore, each Owner of any Lot, including Declarant, shall, in accordance with this Declaration and subject to Section 8 of this Article pay annually to the Association for each residence constructed thereon, whether such residence occupies one or more Lots or encroaches on any adjoining Lot, a Residence Assessment in an amount equal to the Residence's pro rata share of the amount by which the annual costs of operating the association exceed the Lot Assessment. The Residence Assessment shall be assessed equally to all Residences except as provided for in Section 8 of this Article; provided, however, until twenty-six (26) residences are substantially completed by Owners other than Declarant or January 1, 1981 whichever occurs first such Residence Assessment for each residence shall not exceed nine hundred and sixty dollars (\$960.00) annually. Before and until the earlier of the substantial completion of 26 residences or January 1, 1981 the Declarant shall pay on behalf of the Association the excess of the annual estimated cost of operating the Association, if any, remaining after the allocation in subparagraph one of this Section and computation of the Residence Assessment as herein provided.

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of fifty (50%) percent of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessments payable in installments over a period which may in the Board's discretion extend in excess of the fiscal year in which adopted.

**Section 5. Notice of Meeting.** Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3(a) or 4 shall be sent to all members not less than ten (10) days nor

more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the Class "A" members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Lien for Assessments.** All sums assessed against any Lot or Residence pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

(a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first mortgage, any purchase money mortgage, or any mortgage to Declarant duly recorded in the public records of Oklahoma County, Oklahoma, and all amounts advanced pursuant to such mortgage and secured thereby in accordance.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

**Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. Any assessment due for a period of ten (10) days shall incur a late charge in an amount as the Board may reasonably determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the Assessment is not paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the Board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by his or her

acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided herein, including by way of illustration but not limitation, abandonment of his or her Lot.

#### **Section 8. Date of Commencement of Annual Assessments.**

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant, or, in the case of additional Properties annexed by amendment to this Declaration, on the first day of the month following said annexation; as to all Residences, assessments shall commence upon the substantial completion of the Residence. All annual assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year.

(b) Provided, however, anything contained herein to the contrary notwithstanding, Declarant and each Owner covenant and agree that the Declarant shall pay an annual assessment, payable monthly, in an amount computed as follows:

(i) For each lot owned, the Declarant shall pay the entire Lot Assessment computed in accordance with Sections 3(b) (1) of this Article;

(ii) For each completed Residence owned by Declarant, in addition to the Lot Assessment, the Declarant shall pay 100% of the Residence Assessment as set by the Board of Directors in accordance with Section 3(b) (2) of this Article if the residence is occupied and 50% of the Residence Assessment if the Residence is unoccupied;

(iii) For each substantially completed Residence owned by Declarant, in addition to the Lot Assessment, Declarant shall pay 25% of the Residence Assessment as set by the Board of Directors in accordance with Section 3(b) (2) of this Article.

## **ARTICLE X ARCHITECTURAL STANDARDS**

**Section 1. Approval Required for Changes.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Area except such as is installed or approved by the Declarant in connection with the initial construction of buildings on the Properties, nor shall any exterior addition to, or change or alteration therein, be made unless and until two sets of the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography, in writing by the Board of Directors of the Association, or by an Architectural Standards Committee composed of three or more representatives appointed by the Board, which shall promulgate written standards and guidelines for the exercise of this review. The initial Architectural Standards governing construction upon Lots are set forth in Attachment 1 attached hereto and incorporated by reference herein and made a part hereof. In the event said Board, or its designated committee, fails to approve or to disapprove such design and location within forty-five (45) days after said plans and specification shall have been submitted to it, approval will not be required and this Article X will be deemed to have been fully complied with. Any decision of the Architectural Standards Committee is subject to final review by the Board of Directors, whose decision shall be final and binding. The Board may act upon its own motion or upon the written request of any Owner. If no application has been made to the Board or its representatives, suit to enjoin or to remove such additions, alterations or improvement may be instituted at any time, and all costs shall be the responsibility of the defendant.

## **ARTICLE XI PARTY WALLS**

**Section 1. General Rule of Law to Apply.** Each wall which is built as a part of the original construction of the Residences upon the Properties and placed on the dividing line between two or more Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 4. Right to Contribution Runs With Land.** The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE XII

### USE RESTRICTION AND RULE MAKING

**Section 1. Authority and Enforcement.** The Common Area shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of Lots and the Common Areas, provided the copies of all such rules and regulations be furnished to all Owners. For violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable monetary fines which shall constitute a lien upon the property and to suspend an owner's right to use the common elements and the owner's right to vote. Such suspension shall be for no more than 30 days or for such additional time as a violation may continue and 30 days thereafter. The Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all owners to abate any nuisance.

**Section 2. Procedure.** The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) **Notice.** Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and
- (iv) The proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## ARTICLE XIII

### GENERAL PROVISIONS

**Section 1. Enforcement.** Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in Article IX hereof. Failure to comply with any of the same shall be grounds for

an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Perpetuities.** If any of the covenants, conditions, restriction or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Joseph P. Kennedy, mother of President John F. Kennedy.

**Section 4. Notice of Sale, Lease or Mortgage.** In the event an Owner sells, leases or mortgages the Owner's Property, the Owner will be required to give to the Association in writing the name of the purchaser, lessee or mortgagee of the property prior to the sale.

**Section 5. Amendments.** The covenants and restriction to this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Class "A" and "B" votes, except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public record of Oklahoma County, Oklahoma.

**Section 6. Indemnification.** The association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others

on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

**Section 7. Interassociation Use Rights and Responsibilities.** It is Declarant's intention that Oak Tree Golf Club, a possible additional golf course, and additional residential communities of different housing types which may be developed as associations independent of Oak Tree Home Owners Association shall have the rights of use and enjoyment and shall share financial responsibility for the streets, perimeter fencing and sidewalks, entry island and banks, security services, and any other services as it may be determined to be provided by the committee created herein in attached Exhibit "C". Exhibit "C" attached hereto and incorporated by reference herein sets forth the procedure by which the rights may be enjoyed and these responsibilities shared. Any club, corporation, association or other entity seeking to have access to or use of the facilities shall do so only strictly in accordance with Exhibit "C" which shall be incorporated in and made a part of any subsequent Declaration(s) of Covenants, Conditions and Restrictions establishing residential housing developments in and as a part of the planned unit development known as Oak Tree in Edmond, Oklahoma.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal, this 22nd day of November, 1977.

UNIQUE GOLF CONCEPTS, INC.

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary





**EXHIBIT "C"**

**COVENANT ESTABLISHING  
INTERASSOCIATION USE RIGHTS AND RESPONSIBILITIES**

This Covenant made for the purpose of establishing certain rights and responsibilities as part of the planned unit development known as Oak Tree in Edmond, Oklahoma, this 22 day of November, 1977, by Unique Golf Concepts, Inc. the Declarant.

Declarant is the owner of the real property being submitted to the Declaration to which this Exhibit "C" is attached and incorporated and does desire to establish certain rights and responsibilities with relation to certain common property.

Therefore, Declarant does hereby declare and publish the following:

There is hereby created in favor of Oak Tree Golf Club and any residential association subsequently submitted to this Covenant a perpetual easement in and access across the streets, perimeter fencing and sidewalks, entry island and banks, and any parks or greenbelts serving more than one association. Each entity, club, or association exercising any rights under this easement shall have a responsibility to pay as provided herein a pro rata share of the costs of maintaining these facilities and services. Each association or club exercising rights hereunder shall have one voting member on the Interassociation Committee. This committee, which shall elect its own chairman, shall be responsible for the preparation of a budget to provide for the maintenance and upkeep of the streets, perimeter fencing and sidewalks, entry island and banks, street lighting charges, if any, insurance of any insurable improvements including liability insurance, and security, if any. The budget shall be based upon the report of the Board of Directors of the Oak Tree Home Owners Association, Inc., which shall be responsible for provision of these services. The Committee shall, by majority vote, determine level of costs of services and shall approve a budget for these services. Such budget shall be approved and presented to each association at least 45 days prior to the annual meeting of Oak Tree Home Owners Association, Inc. The budget shall be allocated among or between associations on a pro rata basis with the total costs divided by the total number of Lots, units, residences, or associations or other entities on the Committee. Each such entity shall collect and pay to the Oak Tree Home Owners Association, Inc. its share in a manner and on a schedule as the Committee may determine but in no event shall payments be made on the annual assessments less frequently than quarterly. Assessments shall be

the personal obligation of each Owner (Oak Tree Golf Club shall for this purpose be deemed the Owner representing its members and shall pay an assessment of \$100 per month to the Association) and may be collected as provided in Article IX of the Oak Tree Declaration.

Any owner of property desiring to have access to or right to use the streets or other facilities covered by this Covenant shall as a condition precedent to such use subject their property to this Covenant imposing thereon the rights and responsibilities contained herein.