

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR THE OFFICE PARK AT SILVERHAWK ADDITION  
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

Return To: Authentic Custom Homes, LLC  
c/o Kenyon Woods  
2422 NW 178<sup>th</sup>  
Oklahoma City 73012

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KNOW ALL MEN BY THESE PRESENTS:

## RECITALS

WHEREAS, the undersigned, hereinafter referred to as the "Declarant", is the owner of certain land and improvements ("Subject Property") in Oklahoma County, Oklahoma, which properties are more fully described on the attached **Exhibit "A"**, incorporated herein and made a part hereof; and

WHEREAS, the Subject Property has been platted into a commercial development known as the THE OFFICE PARK AT SILVERHAWK ADDITION, which plat was filed on December 29, 2016, at Book PL75, page 22, records of the County Clerks office for Oklahoma County; and

WHEREAS, Declarant desires to submit the land and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth ("Declarations") to be established upon the recording hereof; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land and described on **Exhibit "A"** and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

## ARTICLE I DEDICATION

1.1 Definitions. Unless the context shall expressly provide otherwise:

"Regular Assessments" are those dues imposed as set forth herein and every year by the Board of Directors to (i) meet regular operating expenses for the next fiscal year, (ii) accumulate funds to meet reserve requirements as determined by the Board, and (iii) otherwise pay any outstanding liabilities. Any reference to Assessment may also include Regular Assessments.

"Assessment" is the sums imposed on the Owners or an Owner needed to pay the Regular Assessments, non-reoccurring expenses imposed pursuant to Section **2.4(C)**, fines for violation of the Association Documents and all other sums imposed by the terms of the Association Documents.

"Association" means the THE OFFICE PARK AT SILVERHAWK ADDITION ASSOCIATION, INC., an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation, Articles of Association and Bylaws of which shall govern the administration of this real estate development ("Project"), the members of which ("Member(s)") shall be all of the owners of the Lots.

"Association Documents" include these Declarations, any amendments to these Declarations, Supplemental Declarations (if any), the Articles of Incorporation, Certificate of Incorporation, the Bylaws of the Association, and the Rules and Regulations adopted by the Association or Board of Directors.

"Building" means one or more of the building improvements lying within one of the Lots in the real estate described on **Exhibit "A"** and more specifically shown on the plat.

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plats of THE OFFICE PARK AT SILVERHAWK ADDITION as a Common Area, or subsequently designated by the Association as a Common Area.

"Common Expenses" means all expenditures estimated by the Board of Directors in its annual budget ("Budget") as necessary to operate the Association for the ensuing fiscal year, including any sums required to fund the reserve accounts required to be maintained by the Association. Common Expenses shall include, but not be strictly limited to, the following:

(i) cost of maintenance, management, operation, repair, and replacement of the Common Areas, any improvements constructed on the Common Areas by the Declarant or Association and all other areas and facilities within the Project which are maintained or operated by the Association;

(ii) all normal operating expenses of the Association such as utilities, taxes, any insurance obtained by the Association, costs of management and administration;

(iii) unpaid Assessments from previous periods;

(iv) an amount for reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Association, which reserve funds shall be adequate to meet the costs and expenses of maintenance, repairs, and replacement of the Common Areas;

(v) cost of bonding any person handling or with access to the Association funds;

(vi) amounts paid by the Association for discharge of any lien or encumbrances levied against the Common Areas;

(vii) costs incurred by committees established by the Board of Directors;

(viii) costs of security services including guards, vehicles, electronic surveillance systems and other security systems which are installed, operated or contracted for or by the Association;

(ix) attorney fees and other litigation costs incurred for the purpose of collecting amounts owed to the Association or incurred for the enforcement or defense of the Association Documents;

(x) other expenses incurred by the Association for any reason whatsoever deemed necessary by the Board of Directors for the repair, maintenance, operation and replacement of the Common Areas and any improvements thereon, together with all other personal property, items or facilities maintained by the Association.

"Assessments" or "Dues" refers to any obligation of an Owner whether Regular Assessments, Special Assessments, Fines or other charges imposed on an Owner's account pursuant to the Association Documents.

"Declarant(s)" shall mean and refer to Authentic Custom Homes, LLC.

"Interim Control Period" means that time prior to sale of all Lots owned by Declarant or its successor in interest. Declarant's election to turn over control to an Owner elected Board of Directors does not terminate the Interim Control Period for other purposes.

"Lot split" means a portion of the planned unit development designated for separate ownership, the boundaries of which lot being the lines as shown on the recorded plat of the real estate described on **Exhibit "A"**, said plat being filed as stated hereinabove.

"Obligation(s)" shall mean all dues and assessments attributable to the Owner of a Lot.

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots within the Office Park at Silverhawk Addition ("Lot(s)"). Each lot shall be an individual owner for assessment and voting purposes.

"Owner's Insurance Policy" shall mean the insurance policy obtained by the Lot Owner that provides general loss and liability coverage for any damage or loss occurring to the Lot including damage or loss to the building and improvements and the Owner's personal property.

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

"Plat" shall refer to the plat described hereinabove.

"Project" is a comprehensive term referring to development of the Subject Property or real estate development and any surrounding areas controlled by the Declarant that are or will be dedicated to the development.

1.2 Ownership of Lots and Common Areas. Each Owner shall own his, her or their Lot in fee simple title subject, however, to the restrictions contained herein. Said fee simple ownership to include all rights and appurtenances normally associated with ownership of real property. Each owner shall also be a mandatory Member of the Association as hereinafter provided. Title to the Common Areas and the concomitant right to replat, convey and encumber shall remain in Declarant until Declarant has turned over control of the Association as per Section 2.3 hereinbelow. Upon conveyance from the Declarant the Association shall own all Common Areas shown on the plats.

### 1.3 Easements.

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, through, upon, across, and under the Common Areas, and all of the publicly dedicated easements and rights-of-way, as shown on the recorded plats, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical company, telephone company and/or any other company providing services to the Subject Property to construct and maintain the necessary equipment on said easements.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his tenant(s) shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the rights of the Association stated herein. No Owner shall have the right to restrict access to other Owners to the common areas by placing any restriction or other impediment to entry thereon. Owners of Lots who are not current in their dues may be denied use of the Common Areas or be otherwise restricted in using Association services or facilities, all at the discretion and option of the Board of Directors.

1.4 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. All Lots shall be used and occupied only for purposes permitted by the zoning ordinances of the City of Oklahoma City by the Owner or the Owner's tenants; however, Lots shall not be rented by the Owners or any other occupant for any period less than thirty (30) days; and further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration. Rentals of a duration greater than thirty (30) days ("Long-Term Rentals") shall be invalid unless approved in writing by the Declarant. Declarant may accept or reject requests for approval of Long-Term Rentals for any reason in its sole discretion. After Declarant has sold all Lots owned by it, the authority to approve Long-Term Rentals shall be transferred to and become vested in the Owners Association.

1.5 Mortgaging a Lot; Priority; Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot

through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration.

1.6 Compliance with Provisions of Association Documents. Each Owner shall comply strictly with the provisions of Association Documents, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

1.7 Revocation or Amendment to Declarations. This Declaration shall not be revoked unless all of the Owners of the Lots unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, this Declaration shall not be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%), or more, agree to such amendment. Any amendment to this document shall be evidenced by instrument(s) signed by the Board of Directors, the President of the Association and attested by the Secretary of the Association who shall state whether the amendment was properly adopted.

1.8 Cross-Easements By acceptance of a deed or other conveyance each of the grantees of a Lot in The Office Park at Silverhawk Addition hereby grants, bargains and conveys to the other such interests as are necessary to for each grantee, its successors, assigns, tenants and invitees to utilize as intended the Common Areas, any joint parking facilities and other common improvements.

## **ARTICLE II OWNERS ASSOCIATION**

2.1 Mandatory Membership; Voting. An Owner of a Lot, or a person(s) or entity(s) upon becoming an Owner, shall mandatorily be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Association Documents. The Association may employ agents, servants and employees and any person or firm to act as managing agent ("Managing Agent") at any agreed upon compensation.

Each Member shall be entitled to a voting ownership percentage based on their proportion of square footage to total square footage in the development. When more than one person holds an ownership interest in a Lot all such persons shall be Members and those owners will divide the voting ownership percentage proportionately among themselves on the basis of square footage in each Owners building, or otherwise if all Owners are agreed. The vote for such Lot shall be exercised as described herein or as they among themselves determine.

Any references herein to a required percentage or majority interest shall mean and refer to the voting and ownership interest calculated as set forth herein.

2.2 Associations Maintenance Responsibility. The Association shall be responsible for the maintenance replacement and repair of:

(i) all Common Areas shown on the plat of The Office Park at Silverhawk Addition together with any improvements constructed thereon;

(ii) the areas appurtenant to statutory street right-of-ways along section line roads and any other areas shown on the plats as common right-of-way such as entrances and center medians; and

(iii) any common signage, improvements or personal property erected or installed by the Declarant for the benefit of all Owners of the Subject Property; and

(iv) sod, landscaping, parking lot, and cleaning of Common Areas.

2.3 Directors; Interim Control of Association. Except as provided in this Section 2.3 the affairs of the Association shall be conducted by its Board of Directors as provided herein and in accordance with the Association Documents. During the Interim Control Period the Association shall be managed by the Declarant or its appointed agent. Once all Lots have been sold, or at any earlier date at the sole option of the Declarant, the Owners shall assume management of the Association by electing a Board of Directors pursuant to the applicable provisions of the Association Documents. After termination of the Interim Control Period as provided herein all Directors must be Members of the Association.

2.4 Assessments.

(A) Obligation to Assessments. Except as stated in this Section 2.4, all Owners shall be obligated to pay the Regular Assessments and Special Assessments and other charges imposed by the Association.

(B) Initial Regular Assessments and Due Date. Regular Assessments ("Dues") shall commence as to each Lot the date said Lot is sold by the Declarant ("Commencement Date") except, however, any transfer to a successor or assignee of the Declarant's rights and authority set forth herein shall not trigger commencement of Dues. Initial Dues in the amount of \$4,000.00, to be paid one time only for each Lot, shall be due within five (5) days of the Commencement Date. Thereafter Dues shall be \$3,000.00 per Member annually, to be paid prior to a date set by the Board of Directors. Thereafter adjustments to Regular Assessments shall be set by the Board of Directors as provided in the Bylaws of the corporation. The Association may increase Dues up to 10% per year, or any greater amount with the assent of two-thirds (2/3rds) of the Owners, voting in person or by proxy, at a meeting, written notice of which has been given to all Members at least ten (10) days in advance, setting forth the terms of the proposal for increasing Dues.

(C) Special Assessments for Capital Improvements; Assent; Notice. In addition to the Regular Assessments hereof, the Board of Directors may levy a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3rds) of the Owners, voting in person or by proxy, at a meeting, written notice of which has been given to all Members at least ten (10) days in advance, setting forth the terms of the proposal for Special Assessment.

(D) Unsold Lots; Dues paid by Declarant. Dues are not paid by Declarant or any assignee or successor in interest. Dues on vacant lots not owned by Declarant shall be paid in accordance to the provisions of paragraph (B) hereinabove.

(E) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment. All unpaid Assessments chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the due date of the Assessments or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the Assessment shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and

hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

(F) Assessments Collectible on Sale. Upon the sale or conveyance of a Lot, all unpaid Assessments, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

Assessments, liens and charges for taxes past due and unpaid on the Lot;

Judgments entered in a Court of Record prior to the due date of an Assessment;

Mortgage instruments of encumbrance duly recorded prior to the date of such Assessments;

Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such Assessment; and

In a voluntary conveyance of a Lot **the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid Assessments** by the Association, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the management agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

(G) Mortgaging a Lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted here from. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the Assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

(H) Non-Exemption from Payment, Board Responsibility to Collect; Interest, Costs, and Attorney Fees: Suit; Notice to Mortgagee; No offsets. The amount of Assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner shall be exempted from this liability by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain unpaid more than thirty (30) days from the due date for payment thereof.

In the event of a default by an Owner in the payment of any Assessment, each such Assessment shall have added to it a late charge equal to 5% of the amount of the Assessment and thereafter bear interest at the rate of eighteen percent (18%) from the due date, or such higher or lower rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, together with all expenses, including attorney's fees, incurred to collect such dues or assessments. Suit to recover a money judgment for obligations may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing the same. Additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee,

All Assessments shall be payable in the amount specified in the assessment or notice of assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (a) the Association, Board of Directors, Officer, Declarant or manager is not properly exercising its duties and powers as provided in the Association Documents; or (b) Assessments for any period exceed Common Expenses.

## 2.5 Insurance.

(A) Master Policy; Flood Insurance; Public Liability. The Association shall carry a blanket insurance policy ("Master Policy") in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) covering any insurable improvements to the Common Areas, together with coverage for fire, lightning, extended coverage, vandalism and malicious mischief, and, if required by law, workmen's compensation insurance. The name of the insured must be stated in form and substance similar to the following: "The Office Park at Silverhawk Addition Association, Inc. for use and benefit of the individual owners."

Said Master Policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable thereunder as the Association may determine, and shall also, by Special Endorsement or its equivalent, provide that the insurer issuing said policy agrees to abide by the decision of the Association whether to repair, reconstruct or restore all or any damaged or destroyed portion of improvements to the Common Areas

The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary, covering all of the Common Areas. Coverage shall be for at least Two Million Dollars (\$2,000,000.00) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Any increase in premiums upon insurance purchased by the Association occasioned by the use, misuse, occupancy or abandonment of a Lot by an Owner shall be assessed against that particular Owner in a Special Assessment.

(B) Fiduciary Liability Insurance. The Board of Directors shall also obtain and maintain fiduciary liability insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (ii) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(C) Directors and Officers Liability. The Association shall obtain a policy of Directors and Officers liability insurance covering each director and officer. At its option the Association may also include other persons such as Committee chairpersons acting on behalf of the Board of Directors.

(C) Insurance Responsibility of Owners. It shall be the Owner's responsibility to purchase, at its own cost, such insurance as it deems appropriate for its own Lot, improvements thereon, furnishings and personal property therein, personal property stored elsewhere with the Project, liability and such other insurance which the Owner desires.

2.6 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

2.7 Association Right to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

2.8 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. Except as approved by the Association, no Lot Owner may receive compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

2.9 Committees. The Association shall establish a Maintenance Committee and such other Committees as provided in the Bylaws. The Maintenance Committee shall exercise all of the rights and powers reserved herein to the Declarant once those rights have been transferred pursuant to the provisions of paragraph 5.6. If, for any reason, the Maintenance Committee or any other Committee is not established or operating those rights and responsibilities shall be exercised by the Board of Directors.

2.10 Registration of Mailing Address of Lot Owners; Association Address. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. Should an Owner fail to register its address or any subsequent change of address the Association shall mail notice to the address listed by the County Assessor and/or County Treasurer for mailing of notices regarding assessment or payment of property taxes. All notices, demands or other notices intended to be served upon the Secretary of the Board of Directors of the Association or served upon the service agent of the Association.

2.10 Rules and Regulations; Fines; Enforcement. The Board of Directors is empowered to adopt Rules and Regulations together with the authority to impose fines, all of which shall be binding on all Owners as if fully set forth herein.

(A) Adoption of Rules. Written notice of any proposed adoption, modification or change of a Rule or a fine shall be given to the Members. Said written notice shall provide at least five days notice of the meeting wherein the Board proposes to adopt the Rule or fine and afford any Owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the Rule or fine as published or make modifications prior to final decision.

(B) Due Process. In order to afford due process to each Owner before any punitive action may be finally imposed by the Board of Directors, each Owner shall have the right of a hearing before the Board of Directors, en banc for the purpose of avoiding or mitigating any penalty, fine or punitive action. The Owner shall be afforded not less than 10 days written notice of the hearing. At the hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

(C) Notice. New Owners shall be afforded copies of the Rules upon notice to the Association of the change of title.

2.11 Mandatory Arbitration. Any Owner, by acceptance of a deed to a Lot in the Subject Property, does hereby agree to mandatory Arbitration of any dispute between that Owner and the Association or any other Owner the subject of which is the violation or non-compliance with the terms of the Association Documents. The terms and procedures to be followed are set forth in the Bylaws of the Association. These arbitration provisions do not apply to the collection of the Regular Assessments, Assessments, Fines and any interest or costs associated with the collection of these amounts.

### **ARTICLE III PROPERTY RESTRICTIONS**

3.1 Uses. All Lots and the improvements thereon herein shall be occupied and used as Office/Retail in compliance with the applicable ordinances of the City of Oklahoma City.

3.2 Improvements and Alterations; Plans and Specifications; Approval. The Declarant has exclusive control of all plans and specifications for any structure in the development. No building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the Subject Property, nor shall any exterior addition to or change in any improvement located on the Subject Property, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing by the Declarant as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. The Declarant may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing, Approval must be obtained in writing prior to any construction or modification. In addition to the other rights granted or reserved herein construction in violation of this provision may be stopped by an action for an injunction. All approval rights retained herein to Declarant shall pass to the Board of Directors once control of the Association has passed to a Lot Owner elected Board as set forth herein. The following are the general building restrictions applicable to all buildings, signs, parking areas, landscaping, utility facilities and other improvements of any nature constructed upon any portion of the Property, to-wit:

(A) Signage: No free standing sign shall be located on the Property other than the signs authorized in this section.

Two fascia signs shall be permitted for each building.

Illumination of all signs shall be by interior illumination or direct lighting.

The Association shall design, construct and maintain a facility sign. The facility sign shall contain space only for the identification of the Office Park.

There shall be no signs painted on the exterior masonry surface of any building.

There shall be no signs which are constructed or made of cloth material, paper or cardboard.

There shall be no signs advertising businesses other than those conducted within the Office Park.

There shall be no signs other than the signs described herein, entrance and exit signs and traffic control signs located in the Common Areas.

The permitted fascia building sign shall be approved by the Architectural Committee as to size and content.

(B) Compliance With Laws: All construction shall comply with all federal, state and local building codes, statutes, ordinances, regulations and other restrictions or requirements governing construction on the Property.

(C) Building Location Size: No building shall be constructed on the Property except on the numerically designated Lots as set forth on the recorded plat for the real estate described on Exhibit "A" and in compliance with the Planned Unit Development Conditions and Restrictions with respect to location of buildings on those Lots.

(D) Height Restrictions: The maximum height of the roof line of buildings shall be 35 feet above the finished floor elevation, and limited to one story.

Except where the Developer grants the right to deviate from the following requirements, the principle exterior of any building shall be at least eighty (80%) percent brick or stone, and twenty (20%) percent may be of frame or other materials which will blend together with the brick or stone to be used, but in no event shall a continuing wall consisting of fifty (50%) percent of the exterior of the building be built of any material other than brick or stone. This restriction is intended to encourage the use of masonry construction on the principal exterior of

the buildings, but may be modified to allow the use of other materials to blend with the environments to eliminate repetition of design. Any deviation from the above must be approved, in advance, and in writing, by the Developer.

3.3 Construction; Limitations, Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Declarant shall be commenced within six (6) months following the date upon which the same are approved by Declarant (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Declarant shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by Declarant shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by Declarant without its prior consent in writing. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of Declarant to disapprove such plans and specifications, or any Areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

3.4 Replacement of Damaged or Destroyed Buildings. An Owner must get approval in writing from the Declarant prior to commencement of construction, exterior remodeling or rebuilding.

3.5 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Board of Directors, the Board of Directors shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Board of Directors and constructed or installed in full compliance with the provisions of this Article.

3.6 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this Article III, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Declarant or Board of Directors required herein. Upon written notice from the Declarant or Board of Directors, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Declarant or Board of Directors shall have the right to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Board of Directors shall have the further right to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

#### **ARTICLE IV PROHIBITED USES**

4.1 Offensive or Noxious Use; Nuisance Activity. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted government authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance. The Owner or Occupant of any Lot is prohibited from Selling, Producing, Manufacturing or providing any of the following: CBD, THC, Marijuana, Liquor, Alcohol, Massage/Masseuse products or services. Whether a condition or use exists that violates the terms or spirit of this provision shall be made by the Declarant or Board of Directors in their sole discretion.

4.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

4.3 Livestock; Animals; Pets. No animals, including dogs, cats, horses, pigs or other domestic farm animals, fowl or poisonous reptiles of any kind may be kept, bred, or maintained on any Lot, or in, or upon any Common Area. No animals shall be kept, bred or raised within the Subject Property for commercial purposes.

4.4 Refuse Storage, Growth, Grassy Areas; Landscaping. The storage of trash, ashes, or other refuse, except in the provided receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Any private grassy or landscaped areas shall be kept mowed and maintained.

4.5 Fences, Signs and Billboards. Except for fences and common signage erected or installed by Declarant no fence, sign or billboard, except "for sale" or "for rent" signs of a reasonable size, shall be permitted on any Lot or any common area without the prior written consent of the Declarant or Board of Directors.

4.6 Vehicle Parking and Storage. No vehicles, buses, motor homes, boats, campers, other recreational vehicles, trailers or other wheeled items of any kind or type shall be stored or parked within the subject lands. No overnight parking of any of the foregoing shall be permitted. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner allowed by law.

4.7 Garages; Tanks. No garages or elevated tanks of any kind shall be erected, placed or permitted on any Lot.

4.8 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter.

4.9 Temporary Structure. No structure of any kind shall be erected, placed or permitted without the prior written consent of the Board of Directors.

4.10 Safe Condition. Without limiting any other provision in this Article IV, each owner shall maintain and keep its Lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective Lots or the Common Areas.

## **ARTICLE V DECLARANT RESERVATIONS**

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary Declarant hereby reserves the rights contained in this Article.

5.1 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of any governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by a governmental agency (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

5.2 Declarant Business Office; Models. Declarant may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

5.3 Amendment as to Unsold Lots; Waiver. Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, to remove or amend the restrictions set forth herein on any Lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Oklahoma City. The Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

5.4 Signs by Declarant. Notwithstanding anything herein to the contrary Declarant reserves the right to erect such signs as it deems necessary for the sale and marketing of the Lots described herein.

5.5 Additional Property. Declarant may, but is not obligated to, annex adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Project and bind the owners to this Declaration and the mandatory Association established herein. If Declarant chooses to dedicate future property to the Association said dedication may be controlled by these Declarations, a modified version of these Declarations or completely separate and independent Declarations. Should Declarant dedicate additional property to this Project any Common Areas designated on the plats of said adjacent properties shall be deeded to the Association and accepted by them as if fully described herein.

5.6 Reserved Rights and Authority; Transfer. After Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Owners Association unless specifically stated otherwise.

5.7 Contractor Approval. Declarant shall be the sole and exclusive construction contractor for the Project until (i) the Declarant has sold all Lots in the Project, or (ii) Declarant, in its sole discretion, approves another construction contractor. No contractors shall be permitted to build on the Project unless and except approved by the Declarant so long as Declarant owns one or more Lots in the Project.

5.8 Special Lien Rights of Declarant. Any buyer of an undeveloped Lot recognizes that erosion is a special problem of significant concern to the responsible governmental entities and that Declarant may be held liable to those governing entities if the buyer does not provide adequate protections against erosion of the soil into the street, drainage ways and sewer system. Therefore, Declarant retains the right to remedy any erosion problems emanating from a Lot. All costs incurred by Declarant in resolving an erosion problem are the liability and responsibility of the Lot Owner. In normal circumstances Declarant will give notice to the Lot Owner which notice will allow a reasonable time for Lot Owner to remediate the problem. However, in an emergency situation no notice is necessary and Declarant may take any steps necessary to remedy the erosion problem. In that case the Lot Owner is liable and responsible for all costs reasonably incurred by Declarant and Declarant has the right to file a lien on Lot Owners property to secure payment therefore.

## **ARTICLE VI MISCELLANEOUS**

6.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

6.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provisions hereof.

6.4 Gender. Whenever the context so requires, the use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa.

6.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Project and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

6.6 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.7 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys', fees and costs of such suit.

6.8 City of Oklahoma City a Beneficiary. In order that the public interest may be protected, the City of Oklahoma City shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The City of Oklahoma City may enforce compliance therewith.

IN WITNESS WHEREOF, the undersigned Declarant(s), being the Developer and Owners of the Subject Property has executed this Declaration of Conditions, Covenants and Restrictions this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPERTY

DECLARANT

All Common Areas and all Lots and Blocks in The Office Park at Silverhawk Addition, according to the recorded plat thereof, except as shown herein below

AUTHENTIC CUSTOM HOMES, LLC, an Oklahoma limited liability company

By: Kenyon A. Woods  
Title: Owner

ACKNOWLEDGMENT

STATE OF OKLAHOMA     )  
  )  
COUNTY OF OKLAHOMA    )

SS.

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_, on behalf of the company.

My Commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

SEAL

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**THE OFFICE PARK AT SILVERHAWK ADDITION**

The Office Park At Silverhawk Addition, a part of the NE/4 of Section 31, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma,