ELIAS BOOKS BROWN AND NELSON
211 N ROBINSON AVE
SUITE 1300 SOUTH TOWER
OKC OK 73102

201610170114746 10
10/17/2016 04:11:27 PM
Bk:RE13259 Pg:1372 Pgs:26 DECL
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MUIRFIELD VILLAGE III, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 14th day of October, 2016, by Bill Roberts, Inc., an Oklahoma corporation ("Declarant");

WHEREAS, Declarant is the owner of certain real property located in Oklahoma County, Oklahoma, platted as Muirfield Village III, an addition to the City of Oklahoma City, and more particularly described as follows, to wit:

A tract of Land in the NE/4 of Section One (1), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as:

Commencing at the Northeast corner of Said Section 1;

Thence N89°57'58"W along the North line of said NE/4 a distance of 574.12 feet to the POINT OF BEGINNING;

Thence S00°02'02"W a distance of 50.00 feet;

Thence S28°29'49"E a distance of 498.54 feet;

Thence S21°40'01"E a distance of 233.71 feet;

Thence S00°00'00"W a distance of 334.66 feet;

Thence S90°00'00"W a distance of 130.00 feet;

Thence N00°00.00 feet a distance of 104.66 feet;

Thence S90°00'00"W a distance of 260.00 feet to a point on the East line of Muirfield Village IV, an addition to the City of Oklahoma City, according to the Plat thereof recorded in Plat Book 66 at Page 81 of the records of Oklahoma County;

Thence along the East and North lines of said Muirfield Village IV for the next 7 calls:

N00°00'00"E a distance of 124.57 feet to a point of curve;

Along said curve to the left having a radius of 242.77 feet for an arc length of 70.70 feet (the chord of said curve bears N08°20'34"W a distance of 70.45 feet);

N16°41'07"W a distance of 55.67 feet to a point of curve;

Along said curve to the left having a radius of 220.00 feet for an arc length of 169.29 feet (the chord of said curve bears N38°43'50"W a distance of 165.15 feet;

N60°46'32"W a distance of 191.40 feet to a point of curve;

Along said curve to the right having a radius of 230.00 feet for an arc length of 123.03 feet (the chord of said curve bears N45°27'03"W a distance of 121.57 feet);

N89°53'05"W a distance of 306.67 feet;

Thence N00°06'52"E a distance of 380.00 feet to a point on the North line of said NE/4;

Thence S89°57'58"E along the North line of said NE/4 a distance of 755.00 feet to the POINT OF BEGINNING,

which tract has been platted as Muirfield Village III in the Plat filed in Plat Book 74, Page 78, of the records of the County Clerk of Oklahoma County, Oklahoma, a copy of which Plat, reflecting the individual lots, blocks and common areas within Muirfield Village III is appended as **Exhibit "A".**

WHEREAS, Declarant, being the owner of all the Property within Muirfield Village III, desires this Declaration to set forth and implement the covenants, conditions, restrictions and requirements for Muirfield Village III; and.

WHEREAS, Declarant incorporated on the 5th day of February, 2016, a non-profit Oklahoma corporation known as Muirfield Village III Owners Association, Inc., which entity was formed for the sole purpose of providing the management, maintenance, preservation, improvement and control of the Common Areas within Muirfield Village III and the enforcement of the covenants, conditions and restrictions set forth in this Declaration.

NOW THEREFORE, Declarant declares and covenants that all the land and Improvements within Muirfield Village III is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens, and charges, all of which are hereby declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property subject to this Declaration and the improvements thereon. All of said limitations, covenants, reservations, liens, charges and restrictions are hereby established and imposed upon Muirfield Village III, as described above, for the benefit of each and every owner of any interest of any kind or character in the property, or any portion thereof, their successor and assigns.

All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the land and/or improvements or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, or otherwise.

ARTICLE 1
DEFINITIONS

The following words, when used in this Declaration or any Supplemental or Amended Declaration (unless the context shall so prohibit), shall have the following meanings:

1.1 "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property to be paid by each separate Owner as determined in amount and allocated by the Association, this Declaration, and the Bylaws.

1.2 "Association" shall mean and refer to the Muirfield Village III Owners Association. Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

1.3 "Block" shall mean the separately identified tracts of real property, numerically described and designated as a Block on the Plat of Muirfield Village III, appended as **Exhibit "A"**

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

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association; as such Bylaws may be amended from time to time. The original Bylaws of the Association are appended as **Exhibit "C"**.

1.6 "Common Areas" mean and include:

1.6.1 The land platted by Declarant as Common Area within Muirfield Village III, specifically including Block A, being a landscaped green belt with pond; Block B, being a private drive to provide cross

access and shared parking for Block 1, Lots 1 through 11 (but which shall remain open and accessible to public emergency vehicles and utility vehicles); and, Block C, being an access easement to Common Area Block A and a drainage and utility easement;

1.6.2 The improvements and landscaping located within Common Area Blocks A, B and C of Muirfield Village III; landscaping, lighting, water, irrigation and sprinkler system appurtenant to Muirfield Place and the entrance onto Muirfield Place from NW 164th street; and the landscaping, lighting, water, irrigation and sprinkler system, including the utilities servicing same, within any drainage, utility or landscaping easement depicted on the Plat of Muirfield Village III;

1.6.3 The parking, fire lane and drive way improvements located within Block 1 of Muirfield Village III; and,

1.6.4 All sidewalks or improved trails within Common Area Blocks A, B and C.

1.7 "Common Expenses" means and includes:

1.7.1 Expenses of administration, maintenance, repair or replacement of the Common Areas and improvements thereon;

1.7.2 Expenses agreed upon as common by all the separate Owners or declared common herein or by provisions of the Bylaws, including maintenance and repair of improvements located upon Common Areas and maintenance of Drainage and Utility Easements as same may be required by the City of Oklahoma City, Oklahoma or utility service providers;

1.7.3 Owners shall share in Common Expenses as same are hereinafter allocated. Due to such allocation, it is not a prerequisite that a Common Expense be pro-rated among all Owners. Assessments shall be made against individual Lots or parcels of land within the Property in accordance with the allocation of Common Expenses and Allocation of Assessments set forth in Paragraph 4.3 below.

1.8 "Common profit" means the balance of all income, rents, profits and revenues from the Common Areas and Association dues and Assessments remaining after the deduction of the Common Expenses.

1.9 "Lot" shall mean any one of the separately identified parcels of real property, numerically described and designated as a Lot on the preliminary Plat of Muirfield Village III, appended as **Exhibit "A"**.

1.10 "Member" shall mean and refer to an owner of a Lot, Block or Parcel.

1.11 "Muirfield Commercial" shall mean the land, property and improvements platted as "Muirfield Commercial", an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, as reflected in the Plat filed at Plat Book 73, Page 28 of the records of the County Clerk of Oklahoma County, Oklahoma. The land platted within Muirfield Commercial, and the owners thereof, are subject to the terms and conditions of that certain Restriction and Easement Agreement dated August 27, 2004, recorded at Book 9444, Pages 719 – 728, of the records of the County Clerk of Oklahoma County, Oklahoma, which *inter alia*, imposes certain design, improvement and use restrictions upon the property platted as Muirfield Commercial; required the Owners thereof and their successors to share proportionately in the maintenance of the common area, green belt and pond within Common Area Block A of Muirfield Village III; and required the owners of land within Muirfield Commercial to execute a Declaration of Covenants, Conditions and Restrictions with specific conditions and restrictions governing use and improvement of the property and the participation in a mandatory owners association consisting of all owners within Muirfield Village III and Muirfield Commercial.

1.12 "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any Lot, Block or Parcel which is or may become a part of the Property, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a Member of the Association.

1.13 "Parcel" shall mean fractional portion of a Block or Lot within Muirfield Village III that constitutes less than the full Block or Lot, respectively, that is numerically described and designated on the Plat of Muirfield Village III.

1.14 "Plat" shall mean each and every Plat or re-plat filed by the Owners and recorded in the records of the County Clerk of Oklahoma County, Oklahoma, which covers all or any portion of the Property, being Muirfield Village III, as described above.

1.15 "Property" means and includes the real property platted as Muirfield Village III. If the land platted as Muirfield Commercial, or any portion thereof, is annexed or subjected to this Declaration, then such land shall be included within the term "Property" as used herein.

1.16 "Restricted Use" shall mean the restrictions on use of the Property, or any portion thereof, as described in Article 6 of this Declaration.

ARTICLE 2
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, CREATION OF PROPERTY RIGHTS AND DECLARANT'S FUTURE INTENT

2.1 **Division of Property.** The Property is hereby divided into the following separate freehold estates:

2.1.1 **Lots, Blocks and Parcels.** For property within Muirfield Village III, Lot and Block designations and statement of location and immediate area to which any Lot or Block has access, and any other data necessary for the identification of same, are graphically described on the appended preliminary Plat for Muirfield Village III, **Exhibit "A"**. For property within Muirfield Commercial, Lot and Block designations and statement of location and immediate area to which any Lot or Block has access, and any other data necessary for the identification of same, are graphically described on the appended Plat for Muirfield Commercial, **Exhibit "B"**. From time to time, Declarant may file additional or modified plats or re-plats for portions of Muirfield Village III which plats or re-plats shall also designate Lots, Blocks or parcels intended to be privately owned and improved.

2.1.2 **Common Areas.** The portion of the Property to be owned by the Association is "Common Area", as graphically described on the appended Plat of Muirfield Village III as Blocks A, B and C, inclusive. Upon formation of the Association and recording of this Declaration, Declarant shall convey the designated Common Areas within Muirfield Village III to the Association.

2.2 **Lots, Blocks and Parcels Subject to Restrictions.** All Lots, Blocks, and Parcels of land, or any portion thereof, within the Property, shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth in this Declaration and in the Bylaws appended hereto, as same may be amended from time to time, and the rules and regulations adopted by the Association.

2.3 **Member's Nonexclusive Easement of Enjoyment, Limitations.** Every Member shall have a nonexclusive right and easement of enjoyment in and to Common Area Block A and Block C within Muirfield Village III, which shall be appurtenant to and shall pass with the title to any Lot, Block or parcel of land subject to this Declaration, subject to the rights of the Association stated herein. Use of improvements on Common Areas by Members and their guests shall be subject to the reasonable rules, regulations and fees adopted by the Association. The streets depicted on the Plat(s) are dedicated to the public for public uses. **Provided, Common Area Block B within Block 1 of Muirfield Village III shall be common only to the Owners of Lots 1 through 11, inclusive, of Block 1 of Muirfield Village III. Common Area Block B is subject to a nonexclusive right and easement of enjoyment of the Owners of Lots 1 through 11, inclusive, of Block 1, and their respective invitees.**

2.4 **Blanket Easements for Utilities and Drainage.** There is hereby created a blanket easement in, on, through, above and under the surface of the ground of the areas depicted as Utility and Drainage easements on the Plat(s) of Muirfield Village III, which easements are reserved for the purpose of drainage, as well as locating, constructing,

erecting, maintaining, conducting and performing any public or quasi-public function or service, with rights of ingress and egress at any time for the purposes of installation, repair, maintenance, operation, replacement or removal of any such public or quasi-public utility or service. The Association shall maintain as a Common Expense the private drainage facilities on Common Areas A and C, as such maintenance may be required by the City of Oklahoma City.

2.5 **Future Intent.** Declarant intends and anticipates the owners of property within Muirfield Commercial to join the Association and to participate in the Common Expenses associated with Muirfield Village III Common Area Block A; and that such owners shall be Members of the Association, with proportionate voting rights as to Association business and governance, with the right, privilege and easement to use of Common Area Block A equivalent to the rights of the Owners within *Muirfield Village III*. For a period of five (5) years from the date hereof, Declarant reserves the right to amend or supplement this Declaration, without the vote or approval of the Members, for the purpose of the annexation of all or any portion of Muirfield Commercial to this Declaration, and to amend and supplement this Declaration as necessary to effectuate such annexation.

ARTICLE 3
ASSOCIATION, ADMINISTRATION, CLASSES OF MEMBERS AND VOTING RIGHTS

3.1 **Association to Manage Property.** The administration of the Property shall be governed by the Bylaws of the Association, a true copy of which shall be available for inspection by all Owners at the offices of the Association. Each Owner shall comply strictly with the Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time, and with this Declaration.

3.2 **Membership.** The Association shall be composed of the Declarant, and all future Owners of any portion of the Property that is subject to this Declaration. Membership in said Association shall be appurtenant to, and may not be separated from, ownership of any Lot, Block or Parcel, even though such interest and membership is not expressly mentioned in the deed or other instrument of conveyance. Ownership of a Lot, Block or Parcel shall be the sole qualification for membership in the Association.

3.3 **Allocation of Votes.** Each Lot, Block or Parcel within Muirfield Village III and Muirfield Commercial (should same be annexed and subjected hereto) shall have a specific allocation of votes, as set forth herein. In the event a Lot, Block or Parcel is subdivided or split, the allocated votes to such tract shall be divided in proportion to the division of the tract. Voting power among Members is allocated as follows:

Parcel	Number of Votes	Current Owner
Muirfield Village III, Block 1		Declarant
Lot 1	4	
Lot 2	4	
Lot 3	4	
Lot 4	4	
Lot 5	4	
Lot 6	4	
Lot 7	4	
Lot 8	4	
Lot 9	4	
Lot 10	4	
Lot 11	4	
Muirfield Village III, Block 2	10	Declarant
Muirfield Village III, Block 3 (Parcel A) (approx. North half of Block 3)	5	Declarant

Muirfield Village III, Block 3 (Parcel B) (approx. South Half of Block 3)	5	Declarant
Muirfield Commercial Block 1, Lot 3	11	MidFirst Bank
Muirfield Commercial Block 1, Lot 2	19	Shops at Rose Creek, LLC
Muirfield Commercial Block 1, Lot 1	10	HDH Properties, LLC
Total allocated votes:	**104**	

Provided, Owners of Lots, Blocks or Parcels within Muirfield Commercial shall not having voting rights within the Association unless and until such Owner's land is annexed and/or subjected to this Declaration. The provisions of this Paragraph 3.3 pertaining to the voting power under this Declaration and the Bylaws may not be modified or amended without the super majority affirmative vote of at least 80% of the Members.

3.4 **Membership Meetings.** Regular and special meetings of the Association shall be held in accordance with the provisions of the Bylaws appended hereto and incorporated herein, commencing on or about December 1, 2016.

3.5 **Board of Managers.** The affairs of the Association shall be managed by a Board of Managers ("Board"), which is hereby established by the appended Bylaws. The Board shall conduct regular and special meetings according to the provisions of the Bylaws.

ARTICLE 4
MAINTENANCE AND ASSESSMENTS

4.1 **Creation of Lien and Personal Obligation of Assessment.** Declarant, and each of its successors and assigns, by acceptance of a deed for a Lot, Block or Parcel subject to this Declaration, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association the assessments set forth herein, each such assessment to be fixed, established, and collected from time to time as herein-after provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided or set forth in the Bylaws, shall be a charge on the land and shall be a continuing lien upon the Member's property superior to any other encumbrance or any exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage. Said lien may be enforced by the Association and may be recorded and/or foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed, but, nevertheless, the lien shall continue to be a charge and lien as above provided.

4.2 **Annual Assessments.** Commencing on December 1, 2016, and on the first business day of December each year thereafter, there shall be an annual assessment due from each Member for each Lot, Block or Parcel subject to this Declaration that is owned by such Member. Prior to December 1st of each year, the Board shall meet for the purposes of estimating the amount of the anticipated Common Expenses, preparing a budget, and the division of the Common Expenses as provided for in Paragraph 4.3 below. The annual assessment shall be assessed, due and payable, without formal action of the Board or Association, against each Lot, Block and Parcel and the record title owner thereof. The amount of the assessment shall be increased by any attorney fees and costs incurred by the Association in collecting the assessment against the Owner(s), including Court costs.

4.3 **Allocation of the Association's Common Expenses Among the Owners within Muirfield Village III and Muirfield Commercial and Allocation of Annual Assessment.** The Association's Common Expenses, and the amount of the Annual Assessment for same to each Owner within Muirfield Village III and Muirfield Commercial, shall be allocated by the Board among the Owners as provided in this Paragraph 4.3.

4.3.1 **Block 1, Lots 1 through 11, inclusive, of Muirfield Village III.** Collectively, the Owners of Lots within Block 1 of Muirfield Village III shall pay an annual assessment equivalent to the Board's estimated Common Expenses allocable to such Owners, collectively, which shall include:

(a) A forty percent (40%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association, to the extent such costs are not specifically allocated herein;

(b) All costs and expenses associated with the operation and maintenance of the lawns and improvements located within, and property taxes on, Common Area Block B of Muirfield Village III, including landscaping, lighting, and irrigation (including water and electric utility services) for Common Area Block B;

(c) A thirty eight percent (38%) share of the costs and expenses, including property taxes, associated with the operation and maintenance of the landscaping, islands, irrigation and lighting (including water and electric utility services) appurtenant to Muirfield Place within Muirfield Village III, including the entrance at NW 164th street and landscaping appurtenant to NW 164th within the platted landscape easement; and,

(d) A thirty nine percent (39%) share of the costs and expenses associated with the operation and maintenance of the: drainage and utility easements within Muirfield Village III; and (ii) the lawns, pond, landscaping, irrigation, sidewalks and trails, and lighting (including water and electric utility services) within, and property taxes on, Common Area Block A and Block C of Muirfield Village III.

Each Lot within said Block 1 of Muirfield Village III shall bear an equal 1/11 share of the Association's allocated assessments to said Block 1.

4.3.2 **Block 2, Muirfield Village III.** The Owner of Block 2 within Muirfield Village III shall pay an annual assessment (if more than one Owner, then said amount shall be divided by the Owners of said Block 2 in accordance with each owner's proportionate ownership within Block 2 as determined by square footage) equivalent to the Board's estimated Common Expenses allocable to such Owner, which shall include:

(a) A ten percent (10%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association to the extent such cost is not specifically allocated herein; and,

(b) A thirty three percent (33%) share of the costs and expenses, including property taxes, associated with the operation and maintenance of the: (i) drainage and utility easements within Muirfield Village III; and (ii) the landscaping, islands, irrigation and lighting (including water and electric utility services) appurtenant to Muirfield Place within Muirfield Village III, including the entrance at NW 164th street and landscaping appurtenant to NW 164th within the platted landscape easement; and,

4.3.3 **Block 3, Parcel A, Muirfield Village III.** The Owner of Block 3, Parcel A of Muirfield Village III (being the approximate North half of said Block 3) shall pay an annual assessment (if more than one Owner, then said amount shall be divided by the Owners of said Block 3, Parcel A in accordance with each Owner's proportionate ownership determined by square footage within Block 3, Parcel A) equivalent to the Board's estimated Common Expenses allocable to such Owner, which shall include:

(a) A five percent (5%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association to the extent such cost is not specifically allocated herein;

(b) A fourteen and a half percent (14.5%) share of the costs and expenses, including property taxes, associated with the: (i) operation and maintenance of the drainage and utility easements within Muirfield Village III; and (ii) the operation and maintenance of the landscaping, islands, irrigation and lighting (including water and electric utility services) appurtenant to Muirfield Place within Muirfield Village III, including the entrance at NW 164th street and landscaping appurtenant to NW 164th within the platted landscape easement; and,

(c) A five percent (5%) share of the costs and expenses associated with the lawns, pond, landscaping, irrigation, sidewalks and trails, and lighting (including water and electric utility services) within, and property taxes on, Common Area Block A and Block C of Muirfield Village III.

4.3.4 Block 3, Parcel B, Muirfield Village III. The Owner of Block 3, Parcel B, of Muirfield Village III shall pay an annual assessment (if more than one Owner, then said amount shall be divided by the Owners of said Block 3, Parcel B in accordance with each Owner's proportionate ownership as determined by square footage within Block 3, Parcel B) equivalent to the Board's estimated Common Expenses allocable to such Owner, which shall include:

(a) A five percent (5%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association to the extent such cost is not specifically allocated herein;

(b) A fourteen and a half percent (14.5%) share of the costs and expenses, including property taxes, associated with the: (i) operation and maintenance of the drainage and utility easements within Muirfield Village III; and (ii) the operation and maintenance of the landscaping, islands, irrigation and lighting (including water and electric utility services) appurtenant to Muirfield Place within Muirfield Village III, including the entrance at NW 164th street and landscaping appurtenant to NW 164th within the platted landscape easement; and,

(c) A five percent (5%) share of the costs and expenses associated with the lawns, pond, landscaping, irrigation, sidewalks and trails, and lighting (including water and electric utility services) within, and property taxes on, Common Area Block A and Block C of Muirfield Village III.

4.3.5 Block 1, Lot 3, Muirfield Commercial. The Owner of Block 1, Lot 3 of Muirfield Commercial shall pay an annual assessment (if more than one Owner, then said amount shall be divided by the Owners of said Block 1, Lot 3 in accordance with each Owner's proportionate ownership within said Block 1, Lot 3 as determined by square footage) equivalent to the Board's estimated Common Expenses allocable to such Owner, which shall include:

(a) An eleven percent (11%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association, but excluding any costs that are specifically allocable to properties or improvements (other than Common Area Block A) within Muirfield Village III; and,

(b) A thirteen percent (13%) share of the costs and expenses associated with the operation and maintenance of the lawns, pond, landscaping, irrigation, sidewalks and trails, and lighting (including water and electric utility services) within, and property taxes on, Common Area Block A and Block C of Muirfield Village III.

4.3.6 Block 1, Lot 2, Muirfield Commercial. The Owner of Block 1, Lot 2 of Muirfield Commercial shall pay an annual assessment (if more than one Owner, then said amount shall be divided by the Owners of said Block 1, Lot 2 in accordance with each Owner's proportionate ownership within Block 1, Lot 2 as determined by linear footage of each such Owner's separate parcel that abuts Muirfield Village III Common Area Block A) equivalent to the Board's estimated Common Expenses allocable to such Owner, which shall include:

(a) A nineteen percent (19%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association, but excluding any costs that are specifically allocable to properties or improvements (other than Common Area Block A) within Muirfield Village III; and,

(b) A twenty two percent (22%) share of the costs and expenses associated with the operation and maintenance of the lawns, pond, landscaping, irrigation, sidewalks and trails, and lighting (including water and electric utility services) within, and property taxes on, Common Area Block A and Block C of Muirfield Village III.

4.3.7 Block 1, Lot 1, Muirfield Commercial. The Owner of Block 1, Lot 1 of Muirfield Commercial shall pay an annual assessment (if more than one Owner, then said amount shall be divided by the Owners of said Block 1, Lot 1 in accordance with each Owner's proportionate ownership within Block 1, Lot 1, as determined by linear footage of each such Owner's separate parcel that abuts Muirfield Village III Common Area Block A) equivalent to the Board's estimated Common Expenses allocable to such Owners, which shall include:

(a) A ten percent (10%) share of the Common Expenses generally allocable to all Members, including cost of administration of the Association and cost of insurance maintained by the Association, but excluding any costs that are specifically allocable to properties or improvements (other than Common Area Block A) within Muirfield Village III; and,

(b) A sixteen percent (16%) share of the costs and expenses associated with the operation and maintenance of the lawns, pond, landscaping, irrigation, sidewalks and trails, and lighting (including water and electric utility services) within, and property taxes on, Common Area Block A and Block C of Muirfield Village III.

4.4 Due Date of Annual Assessments and Collections from Owners within Muirfield Commercial. The assessment date for the annual assessment shall be December 1st of each year, with payment due to the Association by December 15th of each year. Unless and until the property within Muirfield Commercial is annexed and/or subjected to this Declaration, the Association shall collect the allocated share of the cost of maintaining, operating and insuring Common Area Block A of Muirfield Village III (as provided under the terms and conditions of the Restriction and Easement Agreement dated August 27, 2004, recorded at Book 9444, Pages 719 – 728), from the record title owners of said land, which sums shall be deposited into the Association's accounts.

4.5 Special Assessments. The Association may levy a special assessment upon Members for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or related to the Common Areas, including fixtures and personal property located on the Common Areas, or to defray any unanticipated or underestimated expense(s) normally covered by the Annual Assessment (and, where necessary, for taxes assessed against the Common Areas); provided that any such assessment or charge as to any period shall have the assent of two-thirds (2/3rds) of the Members in attendance (or by proxy) at a meeting called for such purpose, written notice of which shall be sent to all Members not less than fifteen (15) and not more than thirty (30) days in advance of the meeting setting out the purpose of the meeting. Special Assessments of this nature shall be allocated to the Lot(s), Block(s) or Parcel(s) incurring the unanticipated or underestimated expense(s) as set forth in Paragraph 4.3 above.

Special assessments may also be levied against any individual Lot, Block or Parcel and its Owner to reimburse the Association for costs (including attorney fees and court costs) incurred in bringing that Owner and his Lot, Block or Parcel into compliance with this Declaration and/or the Bylaws. In the event the Board imposes, after notice and hearing, a monetary penalty against an Owner for violation of a Covenant or the duly adopted rules and regulations of the

Association, which penalty remains unpaid after thirty (30) days, the Board may specially assess the penalty against the Lot, Block or Parcel owned by the penalized Owner.

4.6 **Purpose of Assessments; Management of Common Profit.** The assessments which may be levied by the Association shall be used exclusively to provide for the administration of the Association (including enforcement of this Declaration and the collection of the Assessments) and for the management and maintenance of the Common Areas for the common good of the Property and Members. Annual assessments shall include an adequate reserve fund to insure, maintain and repair the Common Areas. To the extent the Assessments generate a Common Profit, the Common Profit shall be maintained in the Association's account and expended solely to defray management and maintenance expenses for the common good of the Property and Members. In the event the Assessments generate Common Profit, the Board may apply the Common Profit (excluding a reasonable reserve fund) to reduce the amount of a future Annual Assessment.

4.7 **Transfer of Lot by Sale or Foreclosure.** Sale or transfer of any Lot, Block or Parcel subject to this Declaration shall not affect the assessment lien; however, the sale or transfer of any Lot, Block or Parcel pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which were due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or from the lien thereof. In a voluntary conveyance of a Lot, Block or Parcel, the grantee of same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance 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 Association setting forth the amount of the unpaid assessments due the Association and such grantee shall not be liable for, nor shall the Lot, Block or Parcel be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement. The grantee shall be liable for any such assessment becoming due after the date of any such statement.

4.8 **Enforcement of Assessment Obligation; Priorities; Discipline.** Any part of any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. When a notice of assessment and/or lien has been recorded against a Lot, Block or Parcel, such assessment, inclusive of all attorney fees and court costs associated with the collection of the assessment and/or filing and enforcement of the lien, shall constitute a lien on the Lot, Block or Parcel that is prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value; and (3) mortgage liens of record prior to the recording of this Declaration. Such lien may be enforced and foreclosed under Oklahoma law by the Association, its attorney or other person authorized by this document or by law to make the sale. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot, Block or Parcel, at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be filed by the Association without foreclosing or waiving the lien securing the same. The Board may impose and specially assess reasonable monetary penalties, which penalties may include attorney fees and expenses of litigation or collection, against an Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

4.9 **Amendment of this Article 4.** Notwithstanding any other provision within this Declaration and/or the Bylaws of the Association, the Members shall not be entitled to amend the Covenants and/or the Bylaws in any manner which would alter or amend the provisions of this Article 4, unless and until such amendment is approved by the super majority vote of the Members holding 80% or more of the allocated voting power of the Association, as specified in Paragraph 3.3 herein.

ARTICLE 5
DUTIES AND POWERS OF THE ASSOCIATION AND BOARD

5.1 **Statutory Duties and Powers of the Association.** The duties and powers of the Association shall be as required, implied or necessary by 60 Okla. Stat. §§ 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments.

5.2 **Other Duties and Powers of the Association.** In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, the Association, acting through the Board, may enforce this Declaration and shall:

5.2.1 **Maintenance and Repairs.** Maintain, insure, repair, replace, restore, operate and manage all of the Common Areas.

5.2.2 **Enforcement.** Enforce the provisions of this Declaration by appropriate means including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.

5.2.3 **Insurance.** Maintain such policy or policies of insurance as are required by this document or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association.

5.2.4 **Rules and Regulations.** The Board shall adopt and enforce such rule and regulations as the Board deems desirable for the use, security and safety of Owners in respect to the Common Areas. Rules and Regulations adopted by the Board shall be prominently displayed or otherwise published to the Owners.

ARTICLE 6
USE RESTRICTIONS AND ARCHITECTURAL CONTROL

The use of the Property and each Lot, Block or Parcel therein is subject to the following use restrictions and architectural controls and limitations:

6.1 **Nuisances.** No noxious, illegal or offensive activities shall be carried on in any Lot, Block or Parcel, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his respective Lot, Block or Parcel, or which shall in any way increase the rate of insurance for the Association, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

6.2 **Use of Property.** Except as may be provided herein below, each Lot, Block or Parcel shall be improved and used only for the purposes permitted under PUD 874 and PUD 1104, as same may be amended or modified from time to time.

6.3 **Prohibited and Exclusive Uses.** No Lot, Block or Parcel within the Property subject to this Declaration shall be used, at any time, for any on the of following purposes or uses: (1) industrial or manufacturing uses; (2) noxious uses or nuisances, such as but not limited to, massage parlor, adult book or novelty store; (3) automobile sales or leasing; (4) classroom (except within Muirfield Village III), meeting hall or arcade, theater, bowling alley, bingo parlor, flea market or any other use or operation which may cause high traffic volume; (5) a tavern, nightclub, disco, singles bar, or other establishment or business for the sale of beer, wine or liquor for consumption on or off the premises, provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than fifty percent (50%) of the restaurant's gross revenues; or (6) any use that violates a then-existing exclusive use granted by Developer to any tenant or occupant of any tract within the Commercial Development. MidFirst Bank, its successors or assigns, shall have the exclusive right and shall be the only banking facility allowed within the Property, without the express consent of an authorized officer of MidFirst Bank.

6.4 **Architectural Standards and Building Plan Approval.** No improvement within the Property shall be erected or altered on any Lot, Block or Parcel except (i) as is installed by Declarant; or (ii) as approved by Declarant in writing in respect to the site plan, plot plan, and the building plans and specifications as to the conformity and harmony of external design with existing structures in the Muirfield Village development; compliance with this Declaration; and as to the location of the building with respect to topography and finished ground elevation. If Declarant fails to approve or disapprove such building plans, design and location within sixty (60) days after final plans and specifications shall have

been submitted to Declarant in writing, approval shall not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision so long as the improvements are built in substantial compliance with the submitted plans and specifications. Declarant shall have architectural approval in accordance with this provision so long as Declarant owns one or more Lots, Blocks or Parcels subject to this Declaration. Thereafter, or in the event of the death or incapacity of Declarant's principal, Bill Roberts, such architectural approval shall be under the direction of the Board, or a duly authorized Architectural Standards Committee appointed by the Board. Declarant and/or the Board shall keep and maintain records of all submissions for building plan review and the action taken thereon by Declarant or the Board.

The Association, Architectural Standards Committee, Board (or any of their designated representatives) or any Owner may institute suit to enjoin or to remove additions, alterations or improvements, which have not been approved as provided herein, at any time, and all costs and attorney fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the original specifications previously approved by Declarant or the Architectural Standards Committee. Neither the members of the Architectural Standards Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

6.5 **Exterior Design.** All buildings within the Property shall have exterior surfaces, including the rear and sides of the buildings, of brick, stucco, or stone, unless otherwise approved in writing by Declarant. The overall exterior design of each building shall be compatible with the existing structural design and exteriors within the commercial development of the Property. Any chimneys or chases must be constructed of brick, stone or stucco.

6.6 **Mechanical Equipment and Utilities.** Unless otherwise approved in writing by Declarant, all mechanical equipment to be used by commercial/retail businesses within the Property will be placed on the roofs of the buildings and shall be screened by masonry parapet walls of the buildings or other appropriate screening reasonably agreed upon by Declarant and Owner. Mechanical equipment associated with office buildings may be located on the ground but shall be screened by masonry walls of compatible design and material as used on the exterior of the building. All utilities servicing the Property will be installed underground.

6.7 **Setback and Side Building Limits.** No building structure or part thereof shall be erected or maintained on any Lot, Block or Parcel within the Property nearer than the front, side and rear building limit lines, if any, as shown on the applicable Plats.

6.8 **Garbage, Trash and Refuse Disposal.** All Lots, Blocks and Parcels shall be kept free from all rubbish, trash and garbage, which shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All dumpsters and trash receptacles shall be located in areas specifically designed to visually screen the dumpster area and to secure the dumpster(s) from sight and public access. Screening shall be of masonry construction that is compatible in design and material to that used in construction of the buildings and improvements located on the Lot, Block or Parcel.

6.9 **Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, Block or Parcel subject to this Declaration.

6.10 **Vehicle Restrictions.** No trailer, recreational vehicle, camper (including a camper shell on a pickup truck or other vehicle), mobile home, commercial vehicle, truck (other than standard size pickup truck), inoperable vehicle, boat or similar equipment shall be permitted to remain upon any Lot, Block, Parcel, Common Area or street within the Property, other than temporarily. For purposes of this restriction "temporarily" means a period less than 8 hours. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. This restriction shall not apply to trucks and vehicles utilized for the construction of improvements during active construction of an improvement.

6.11 **Diseases and Insects.** No Owner shall permit any condition to exist upon any Lot, Block or Parcel which shall induce, breed or harbor infectious plant diseases or noxious insects.

6.12 **Signage.** No signs or billboards shall be displayed to the public view on any Lot, Block or Parcel, except signs placed by Owners, builders or licensed realtors for the sale or rental of property as approved by the Association or committee appointed by the Board as to size and content. Any other signage, including monument signage, shall be approved in writing by Declarant in respect to Property within Muirfield Village III. In regard to Muirfield Commercial, exterior property ground signs along 164th Street shall consist of no more than two (2) signs, and along May Avenue, no more than one (1) sign for Block 1, Lot 3, no more than two (2) signs for Block 1, Lot 2, and no more than one (1) sign for Block 1, Lot 1. No flashing lights, animated or audible signs shall be permitted. All signage along NW 164th Street and May Avenue shall be stationary and permanently attached to the ground.

6.13 **Radio and Television Antennas.** No radio tower or television antenna shall be constructed or installed upon any Lot, Block, Parcel or Common Area. No Owner may be permitted to construct, use or operate his own external radio or television antenna or satellite dish receivers with diameters in excess of twenty inches (20"), without the written consent and approval of the Architectural Standards Committee.

6.14 **Parking Areas.** All parking areas within the Property will consist of concrete pavement with curbs and gutters, where applicable.

6.15 **Power Equipment and Car Maintenance.** No power equipment, workshops or car maintenance shall be permitted on any Lot, Block or Parcel.

6.16 **Temporary Structures.** No structure of a temporary nature, including trailers, tents, shacks, garages, barns or other outbuilding, shall be used on any Lot, Block or Parcel. Provided, with the Association's prior approval, Owners may use tents or temporary structures for occasional special events not exceeding 48 hours in length.

6.17 **Lawns and Landscaping.** All areas of an Owner's property that are unpaved and not used for the building(s), shall be improved with lawns and landscaping, with an appropriate irrigation system required. Landscaping designs shall be approved by Declarant as part of the site plan approval. Landscaping improvements, as approved by Declarant, shall be installed prior to the Owner's occupancy of a structure.

6.18 **Maintenance of Improvements and Landscaping.** Each Owner shall be obligated to timely repair and maintain the improvements, including the structures, parking areas, drive ways and landscaping on such Owner's property. Lawns shall be regularly mowed, fertilized, irrigated and treated for weeds. Landscaping shall be maintained free of unsightly weeds. Dead plant material shall be promptly removed and replaced. The Board may impose reasonable rules and regulations pertaining to the maintenance of improvements, parking areas, drive ways, lawns and landscaping.

6.19. **Development Appurtenant to Common Area Block A of Muirfield Village III.** An Owner improving a Lot, Block or Parcel that is appurtenant to Muirfield Village Common Area Block A, shall obtain Declarant's prior written approval of (i) the site and drainage plan reflecting all drainage improvements that drain or divert water into Common Area Block A; (ii) the location, height and design of any retaining wall proposed to be installed by Owner appurtenant or parallel to said Common Area Block A (which must be of masonry construction compatible in design, material and construction to the improvements located on the Owner's property); (iii) the ratio of slope of unpaved or unimproved portions of the property in relation to Common Area Block A; and (iv) the proposed landscaping plan for all areas adjacent to said Common Area Block A. Construction and installation of improvements shall conform to the plans and submittals approved by Declarant.

6.20 **Liability of Owners for Damage to Common Areas.** The Owner of each Lot, Block or Parcel shall be liable to the Association for all damages to the Common Areas or improvements thereon caused by such Owner or any invitee of such Owner.

6.21 **Waiver of Restrictions by Declarant or Board.** Declarant, so long as Declarant owns property within Muirfield Village III, is authorized to waive any of the terms and conditions of these covenants pertaining to the construction and location of structures if Declarant determines that the requested waiver would be in conformity and harmony with the external design of existing structures, and/or as to the location of the building or structure with respect to topography and finished ground elevation. All such waivers shall be documented by written confirmation sent to the Owner(s) who requested such waiver and by filing a copy thereof in the Minutes of the Association. This waiver

authority shall pass to the Board, or a Committee appointed by the Board, should Declarant cease to own any Property within Muirfield Village III, and/or upon the death or incapacity of Declarant's principal, Bill Roberts.

6.22 **Warranty of Enforceability.** While the signatories hereto have no reason to believe that any of the restrictive covenants of this Article 6 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, they make no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot, Block or Parcel subject to this Declaration in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, Block or Parcel, agrees to defend and hold the Declarant, its representatives, successors and assigns, harmless therefrom.

6.23 **Prohibition of Alteration and Improvement.** No building, structure or other improvement of any kind, shall be commenced, erected, or maintained upon the Property, nor shall any alteration or improvement of any kind be made to any previously constructed structure or improvement, unless same complies with the provisions of this Article shall have been approved in writing as to such non-conformity by Declarant or the Board.

6.24 **Enforcement and Access by the Board.** The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot, Block or Parcel, and the improvements thereon (except for the interior portions of any structure) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE 7
GENERAL PROVISIONS

7.1 **Enforcement.** The Association, any Owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property or any easement or access right thereto, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual Owner shall have no right to enforce the collection of any assessment levied against any other Owner under Article 4, above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Neither Declarant, any Member of the Board, nor a designated committee of the Board, shall be liable to the Association, any Member of the Association, or any third party for claims arising from the enforcement of, or failure to enforce, the terms, conditions and provisions of this Declaration, or any waiver thereof, whether such action be intentional, unintentional or negligent.

7.2 **Invalidity of Any Provision.** Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

7.3 **Amendments.** To the extent not inconsistent with 60 Okla. Stat. §§ 851, et seq., as same is now or may hereafter be amended, an amendment of this Declaration may be enacted by the vote or written assent of a majority of the Owners; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma. This Paragraph 7.3 cannot be amended without the super majority affirmative vote of at least 80% of the Members.

7.4 **Mortgage Protection Clause.**

7.4.1 **Rights of First Mortgagees.** No breach of any of the Covenants, Conditions and Restrictions contained in this document, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot, Block or Parcel subject hereto

made in good faith and for value, but all of said Covenants, Conditions and Restrictions shall be binding upon and be effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

7.4.2 **Mortgage Priority; Right to Inspect Records.** Notwithstanding any language contained in this document to the contrary, no Owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of and/or any portion or element of the Common Areas. Institutional lenders shall have the right to examine the books and records of the Association.

7.5 **Insurance.** The Association shall obtain and continue in effect, comprehensive public liability insurance insuring the Association, the Declarant, the agents and employees of each, and the Owners against liability (with coverage amounts deemed appropriate by the Board) incident to the ownership or use of the Common Areas and facilities in the Common Areas and including, if reasonably obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association.

7.5.1 **Insurance Premiums.** Insurance premiums on policies purchased by the Association shall be a common expense to be paid from the assessments provided for herein or as levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Owners to obtain additional individual insurance.

7.6 **Owners' Compliance.** Each Owner, tenant or occupant of a Lot, Block or Parcel subject to this Declaration shall comply with the provisions of the Association's Bylaws, this Declaration, the rules and regulations of the Association, and all decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such Bylaws, Covenants, rules, regulations, provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorney fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentage established in this document or in the Bylaws shall be deemed to be binding on all Owners of Lots, Blocks or Parcels, their successors and assigns.

7.7 **Service of Process.** The name of the person to receive service of process on behalf of the Association, together with the residence or place of business of such person, is William D. Roberts, 4600 West Covell Road, Edmond, Oklahoma 73012, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

IN WITNESS WHEREOF, the undersigned has executed this document this 14th day of October, 2016.

"Declarant" **BILL ROBERTS, INC.**

William D. Roberts, President

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

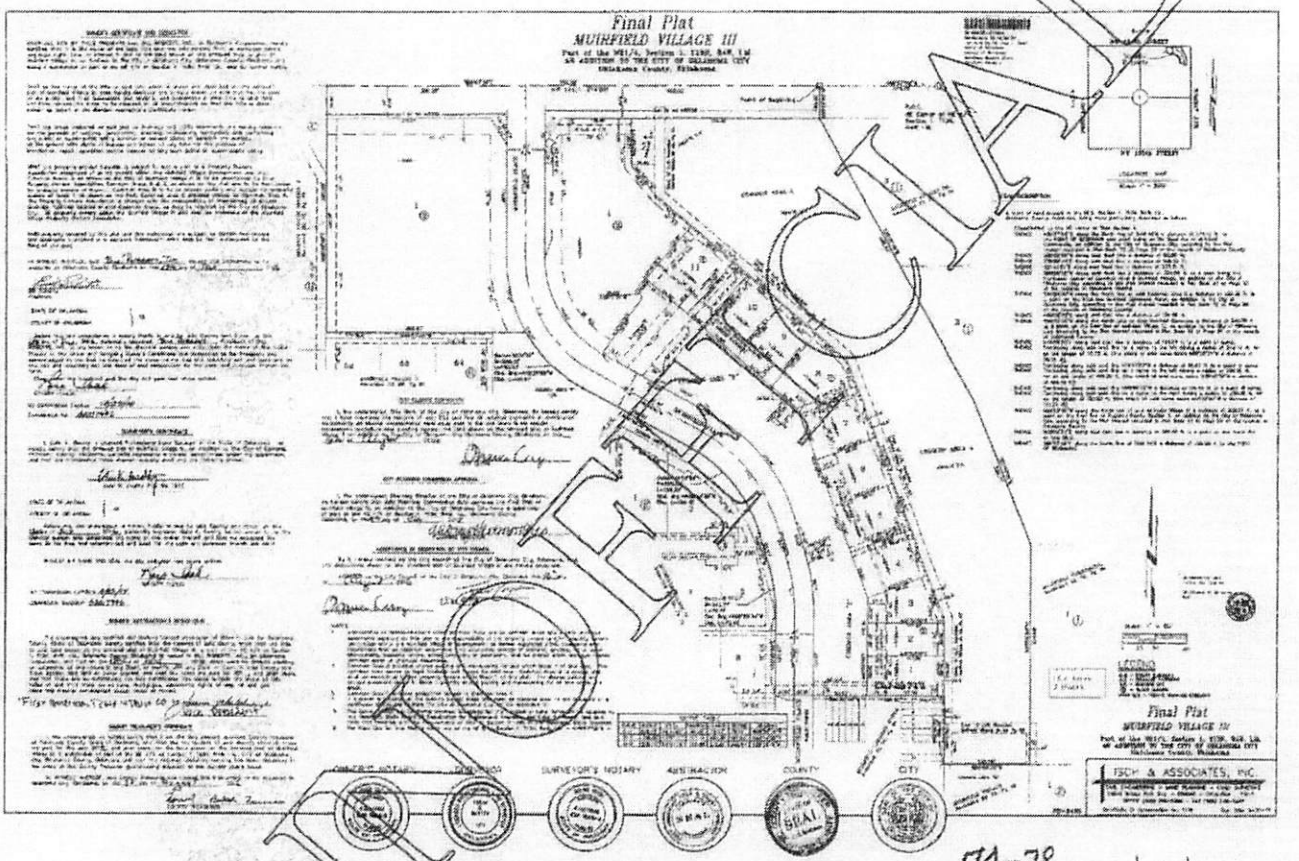
Before me, the undersigned, a Notary Public, in and for said County and State on this 14th day of October, 2016, personally appeared William D. Roberts, President of Bill Roberts, Inc., who subscribed the name of the maker thereof to and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:
Commission No: _____

KAREN TROWBRIDGE NOTARY PUBLIC #16003082 EXP. 03/21/20 STATE OF OKLAHOMA



74-78 1 OF 1

EXHIBIT

tabbies

A

FINAL PLAT

of

MUIRFIELD COMMERCIAL

BEING A PART OF THE NE¼, SEC. 1, T13N, R4W, I.M.

AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

CERTIFICATE OF PLANNING COMMISSION

CERTIFICATE OF CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

COUNTY TREASURER'S CERTIFICATE

PROPERTY DESCRIPTION

FINAL PLAT

of

MUIRFIELD COMMERCIAL

73-28 1 OF 2

EXHIBIT

B

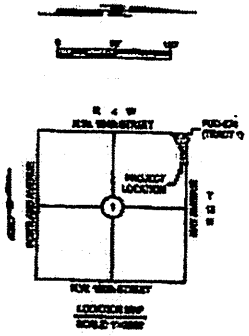
FINAL PLAT

of

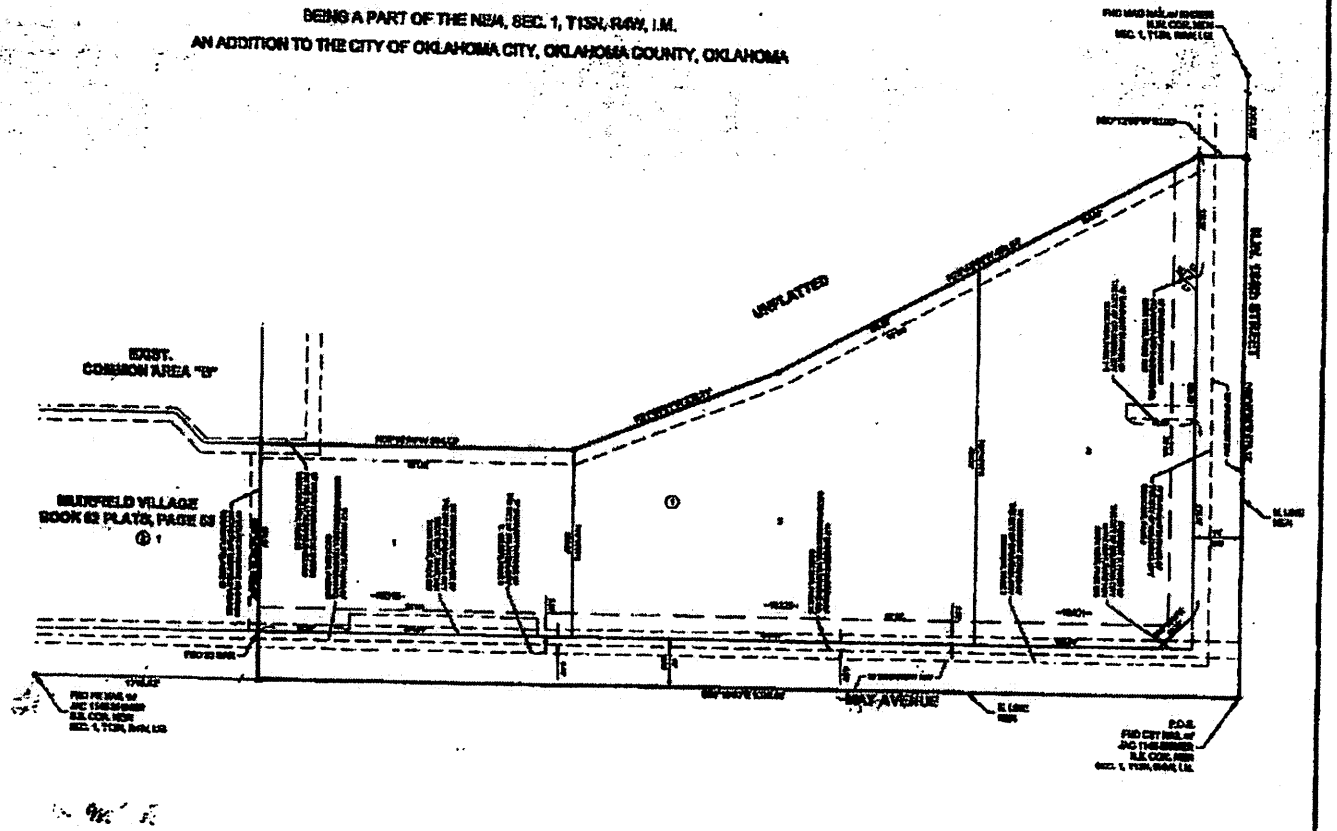
MUIRFIELD COMMERCIAL

BEING A PART OF THE NE/4, SEC. 1, T13N, R4W, I.M.

AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



NOTE



Line Table		
Line #	Length	Direction
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]

TYPICAL RIGHT-OF-WAY

FINAL PLAT

of

MUIRFIELD COMMERCIAL

73-38 2 of 2

BYLAWS OF MUIRFIELD VILLAGE III OWNERS ASSOCIATION, INC. (A NON-PROFIT ORGANIZATION)

ARTICLE I
NAME

The name of this organization shall be Muirfield Village III Owners Association, Inc. (the "Association").

ARTICLE II
PURPOSE AND PARTIES

2.1 **Purpose.** The purpose of the organization shall be the administration of the Property described in the Declaration of Covenants, Conditions and Restrictions for Muirfield Village III (the "Declaration"), including any tracts of land within the property platted as Muirfield Commercial that may be annexed and subjected to the Declaration, either by amendment of the Declaration or otherwise. All definitions and terms contained in the Declaration shall apply hereto and are incorporated herein by reference.

2.2 **Members.** All present and future owners of any Lot, Block or Parcel subject to the Declaration shall be Members of the Association. Each such owner's tenants, lessees, guests, invitees and mortgagees who may use the Property in any manner are also subject to these Bylaws, the Declaration, the rules and regulations of the Association, and all agreements and easements relating to the Property, but shall not be Members of the Association.

ARTICLE III
MEMBERSHIP AND MEETINGS

3.1 **Membership.** Any person or entity on becoming an owner of a Lot, Block or Parcel subject to the Declaration shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person ceases to own such Lot, Block or Parcel, but such termination shall not relieve or release any such former owner from any liability, obligation, right or remedy incurred under or in any way connected with the Association or during the period of such ownership and membership in the Association. The membership shall be deemed conveyed or encumbered with the Lot, Block or Parcel, even when such interest is not expressly mentioned or described in the conveyance or other instrument.

3.1.1 **Allocation of Votes.** Each Lot, Block or Parcel subject to the Declaration shall have a specific allocation of votes, as set forth herein. In the event a Lot, Block or Parcel is subdivided or split, the allocated votes to such tract shall be divided in proportion (based upon square footage) to the division of the tract. Voting power among Members is allocated as follows:

Parcel	Number of Votes
Muirfield Village III, Block 1	
Lot 1	4
Lot 2	4
Lot 3	4
Lot 4	4
Lot 5	4
Lot 6	4
Lot 7	4
Lot 8	4
Lot 9	4
Lot 10	4
Lot 11	4

EXHIBIT
tabbies
C

Muirfield Village III, Block 2	10
Muirfield Village III, Block 3A	5
Muirfield Village III, Block 3B	5
Muirfield Commercial Block 1, Lot 3*	11
Muirfield Commercial Block 1, Lot 2*	19
Muirfield Commercial Block 1, Lot 1*	10
Total allocated votes:	**104**

The provisions of this Paragraph 3.1.1 pertaining to the voting power under the Declaration and these Bylaws may not be modified or amended without the super majority affirmative vote of at least eighty percent (80%) of the total of the allocated votes of the Members.

***Provided,** unless and until a Lot within Muirfield Commercial is annexed and/or subjected to the Declaration, the Owner of said Lot will not be a Member of the Association and such Lot shall not have any voting rights or authority in respect to the Association.

3.2 **Annual Meetings.** Regular annual meetings of Members of the Association shall be held at a location on the Property or at such other suitable place convenient to the Members as may be designated by the Board. The first meeting of the Association shall be held on or about December 1, 2016, at which time the Members of the Association shall determine the date of the next annual meeting.

3.3 **Special Meetings.** A special meeting of Members of the Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board or upon receipt of a written request therefor signed by Members representing thirty-five (35%) of the total voting power of the Association or by Members representing twenty-five percent (25%) of the voting power residing in Members other than Declarant, Bill Roberts, Inc.

3.4 **Notice of Meeting.** The Board shall give notice of annual meetings to Members by mailing notice of the date, time and location thereof to each Owner subject to the Declaration, and/or by posting at a conspicuous place on or near the entrance to the Property, at least fifteen (15) days prior to the scheduled meeting. The Board shall give Declarant written notice of any annual meeting at least fifteen (15) days prior to the scheduled meeting date. The Board shall give Declarant written notice of all special meetings at least five (5) days before any special meeting.

3.5 **Quorum.** The Board shall be entitled to conduct any and all business, with or without a quorum being present, at any annual or special meeting of which notice has been given as set forth herein, except as may otherwise be provided herein.

3.6 **Proxies.** At all meetings of Members, each member may vote in person or by proxy.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 **Number and Term of Directors.** Until the first annual meeting, the Board shall consist of Bill Roberts as the sole Director of the Association. At the first annual meeting of the Association, and thereafter, the Members shall elect a Board consisting of five (5) directors. The directors shall serve concurrent terms of one (1) year. All directors shall be elected and removed according to these Bylaws. Notwithstanding any other provision herein, in conjunction with the election of the directors at the first annual meeting, and thereafter, so long as Declarant owns three or more of the Lots, Blocks or Parcels in Muirfield Village III, Declarant shall be entitled to elect two (2) of the five directors, who need not be an owner of a Lot, Block or Parcel owner. Except as to directors elected by Declarant, all other directors must be representatives of owners of a Lot, Block or Parcel subject to the Declaration. If and when a Lot, Block or Parcel within Muirfield Commercial is subjected to the Declaration, at least one (1) director shall be a representative of the Owner of a Lot, Block or Parcel

within Muirfield Commercial and at least three (3) directors shall be representatives of Declarant and/or an Owner of a Lot, Block or Parcel within Muirfield Village III

4.2 **Election of Board of Directors.**

4.2.1 **Nominations.** Nominations for election to the Board (for election of directors which are not appointed or elected by Declarant as provided in § 4.1) shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Association. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members of the Association.

4.2.2 **Cumulative Voting.** Elections of Board Members shall be by cumulative voting if more than one position is to be filled in an election.

4.3 **Vacancies (Subject to the Provisions of 4.1).** Vacancies in the Board as to directors not appointed by Declarant caused by any reason shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association or at a special meeting of the Members called for that purpose.

ARTICLE V
MEETINGS OF DIRECTORS

5.1 **Regular Meetings.** Regular meetings of the Board shall be conducted at the same time as the annual meeting of the Members and at such other times as the Board deems desirable.

5.2 **Special Meetings.** A special meeting of the Board may be called by written notice signed by the President of the Association or by any three (3) directors other than the President. Notice shall be provided to all directors with a description of the nature of any special business to be considered by the Board.

5.3 **Quorum.** The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

5.4 **Board Meetings Open to Members, Exceptions.** Regular and special meetings of the Board shall be open to all Members of the Association. The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or threatened litigation and orders of business of a similar nature.

5.5 **Fidelity Bonds.** The Board may obtain adequate fidelity bonds for all directors, officers and employees of the Association handling or responsible for funds of the organization. The premium for any such bonds shall be a common expense.

5.6 **Compensation.** No member of the Board shall receive any compensation from the Association or Members for acting as such.

5.7 **Liability of the Board of Directors.** The directors, whether individually or collectively, shall not be liable to the Members for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Members shall indemnify, defend, and hold harmless each of the directors against all contractual or tort liability to others arising out of contracts and/or conduct by the Board or a member thereof on behalf of the Association, unless such contract or conduct shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board to contract with the Declarant and affiliated entities without fear of being charged with self-dealing.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 **Powers and Duties.** The Board shall have the powers and duties necessary for the management and administration of the Property. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

6.1.1 To select, appoint, supervise and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with the law, the Declaration and these Bylaws.

6.1.2 To enforce the applicable provisions of the Declaration, these Bylaws, and other instruments relating to the ownership, management and control of the Property.

6.1.3 To adopt, publish and enforce rules and regulations governing the use of the Property and the personal conduct of the Members and their guests upon the Common Areas, and to establish procedures and penalties for the infraction thereof, subject to approval of the Membership.

6.1.4 To cause the Common Areas to be maintained, adequately insured, repaired and improved, for the benefit of the Membership, and to contract for goods and/or services for the Common Areas or for the Association, and to pay all taxes and assessments which are or could become a lien on the Common Areas or a portion thereof.

6.1.5 To delegate its powers to committees or officers.

6.1.6 To prepare budgets and financial statements for the Association as prescribed in these Bylaws.

6.1.7 To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Declaration, these Bylaws and such rules as may be promulgated by the Board in accordance with the procedures set forth in these Bylaws.

6.1.8 To fix and collect annual and special assessments according to the Declaration and these Bylaws and, if necessary, to record a notice of assessment and foreclose the lien against any Lot, Block or Parcel subject to the Declaration for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All funds shall be transferred to a depository account with an institutional lender upon terms and conditions which are approved by the Board. All funds of the Association shall be restricted in use to the sole and exclusive benefit of the Association's administration of the Property and shall not otherwise be expended.

6.1.9 To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the following limitations and restrictions (which limitations and restrictions may change from time to time to conform to changes in the tax code):

a. At least 80% of the gross income of the Association for any taxable year shall consist solely of amounts received as Membership dues, fees or assessments from lot owners.

b. At least 90% or more of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Association's Property, including creation of a reasonable reserve fund;

c. No part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Association's Property

and other than by a rebate of excessive Membership dues, fees or assessments) to the benefit of any private individual.

6.1.10 To enter into agreements and contracts with other Muirfield Village Associations within the planned unit development for the sharing of repair, maintenance and other expenses incurred in the joint maintenance of the Common Areas within the Planned Unit Development to the City of Oklahoma City, Oklahoma ("PUD 874"), specifically including Common Areas within PUD 874, as modified and supplemented by PUD 1104.

6.2 **Limitation of the Board's Power.** Except with the vote or written assent of a majority of the voting power of the Association, the Board shall be prohibited from taking any of the following actions:

6.2.1 Paying compensation to directors or to officers of the Association for services performed in the conduct of the Association's business, provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

6.2.2 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas or the Association for a term longer than one (1) year with the following exceptions:

a. A management contract;

b. A contract with a public utility company if the rate charged for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

c. Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured;

d. Any agreement for professional management of the Project or any other contract providing for services by Declarant, or entities affiliated with Declarant, shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and shall provide for a maximum contract term of three (3) years;

e. Agreements for maintenance of the common areas.

6.2.3 The funds of the Association shall be maintained in trust account(s) for the benefit of the organization or shall be deposited with an institutional bank in an interest bearing account(s), and may not be accessed or withdrawn by the Board, or any member of the Association or other person, except by check or draft drawn on the Association's account and signed by at least two of the officers of the organization. Provided, until the initial meeting of the Board occurs, so long as Bill Roberts has authority to draw funds from the Association's accounts, Bill Roberts may cause checks or drafts to be drawn against the Association's accounts upon the sole signature of Bill Roberts' designated representative.

ARTICLE VII
OFFICERS AND DUTIES

7.1 **Enumeration and Term.** After the initial annual meeting, the officers of the Association shall be a president, who shall at all times be a member of the Board, a secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

7.2 **Election of Officers.** Until the initial annual meeting, the sole officer of the Association shall be Bill Roberts, as President. The initial officer shall serve until the first annual meeting. Officers shall thereafter be elected by the Board at each annual meeting.

7.3 **Resignation and Removal.** Any officer may be removed from office by a majority of the Board at any time with or without cause. Officers may resign at any time upon written notice to each member of the Board.

7.4 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he replaces.

7.5 **Duties.** The duties of the officers are as follows:

7.5.1 **President.** The president shall preside at all meetings of the Board and the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, mortgages and other written instruments and shall co-sign all checks and promissory notes.

7.5.2 **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the board.

7.5.3 **Secretary/Treasurer.** The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; receive and deposit funds in appropriate bank accounts of all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of accounts and prepare or have prepared financial statements as required in these Bylaws; and shall perform such other duties as provided by the Board. The duty of the secretary/treasurer to receive and deposit funds and to sign checks in the ordinary course of the Association's business may be delegated to a management company as provided in these Bylaws.

7.6 **Compensation of Officers.** No officer shall receive any compensation from the Association or lot owners for acting as such.

ARTICLE VIII
MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines set forth in the Declaration, the Board shall collect and deposit in the account of the Association, the assessments as set forth in the Declaration. The monies collected from the assessments shall be invested by the Board in an interest bearing account and shall be utilized to pay the common expenses described in the Declaration and/or associated with the maintenance and insurance of the Common Areas, including the maintenance of a reasonable reserve fund.

ARTICLE IX
DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Association shall have no power to cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned Lot, Block or Parcel on account of a failure by the owner to comply with provisions of the Declaration, these Bylaws or of duly enacted rules of operation for the Common Areas and Property, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the owner to pay assessments levied by the Association, including special assessments for unpaid monetary penalties or as otherwise imposed under the Declaration. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as a member of the Association or other appropriate discipline for failure to comply with the Declaration, these Bylaws or duly enacted rules; provided, except in the case of non-payment of Annual Assessments, that an owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed in excess of actual damages, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the voting power of the Members. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE X
BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.1 **Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and distributed at the annual meeting to those Members requesting a copy of same. The Board shall prepare reasonable operating statements and budgets for each fiscal year.

10.2 **Inspection of Association's Books and Records.** The Membership register, books of account and minutes of meetings of the Members, of the Board and of committees of the Board or Association shall be made available for inspection and copying by any member or by his duly authorized representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Association or at such other place as the Board shall prescribe, upon reasonable notice and at a reasonable time. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XI
AMENDMENT OF BYLAWS

These Bylaws and the Declaration may be amended by the combined vote or written assent of the Members holding 60% or more of the allocated voting power of the Association, except as specified in Paragraph 3.1.1 herein, Article 4, or as specified in the Declaration. Such modification or amendment shall not become operative unless set forth in an Amendment to the Declaration and duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 **Owner's Personal Obligation for Payment of Assessment.** The amount of total assessments against a Lot, Block or Parcel, including any annual and/or special assessment, shall be the personal and individual debt of the owner(s) thereof. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration and these Bylaws.

12.2 **Indemnity of Officers and Directors.** Each director and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or an officer of the Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

12.3 **Notices.** Any notice permitted or required to be given by these Bylaws or the Declaration may be delivered either personally or by mail or as otherwise specifically provided herein. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, return receipt requested, addressed to each person at the current address given by such person to the secretary of the Association or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of Members and the Board may be mailed without a return receipt requested. Provided further that notice to Declarant must be given in writing, addressed to Bill Roberts, at P.O. Box 31625, Edmond, Oklahoma 73003.

ESTABLISHMENT OF BYLAWS

I, Bill Roberts, the sole director of the Association, pursuant to the Declaration of Covenants, Conditions and Restrictions for Muirfield Village III and these Bylaws, do hereby certify the foregoing to be the Bylaws of Muirfield Village III Owners Association, Inc. and, by my signature hereto, do hereby adopt the foregoing Bylaws as of the 14th day of October, 2016.

MUIRFIELD VILLAGE III
OWNERS ASSOCIATION, INC.

By: _____
William D. Roberts, President

DIRECTOR

By: _____
William D. Roberts

20161017011474610
Filing Fee: $63.00

10/17/2016 04:11:27 PM
DECL