

# Greenbriar Kingspark

## Homeowners Association



## Homeowners Manual

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Oklahoma City, OK 73189

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<http://www.neighborhoodlink.com/Kingspark>

**GREENBRIAR KINGSPARK HOMEOWNERS ASSOCIATION**  
**P.O BOX 892038**  
Oklahoma City, OK 73189  
405-691-6259

**Welcome Greenbriar Kingspark Homeowner:**

The attached reference material has been prepared to assist you in becoming acquainted with the Greenbriar Kingspark Homeowners Association. This booklet is organized into the following sections for your ready reference.

1. **INTRODUCTION TO GREENBRIAR KINGSPARK:** A brief outline of Kingspark, your home ownership, enjoyment rights in the common areas and operations and service of the Greenbriar Kingspark Homeowners Association.
2. **DECLARATION OF COVENANTS AND RESTRICTIONS:** The filed legal document establishing Greenbriar Kingspark as a subdivision, and providing you with information pertaining to membership and voting rights in the association, assessments (dues) for improvements and maintenance of landscaped areas, architectural control, building uses and restrictions, and general restrictions for the development. We invite you to study these covenants at your convenience and especially Article VI, Architectural Control, Section 6.1 Review on page 17.
3. **GREENBRIAR KINGSPARK HOMEOWNERS ASSOCIATION BY-LAWS:** The Greenbriar Kingspark Homeowners Association is a non-profit corporation organized and existing under the laws of the State of Oklahoma. These by-laws further define the officers and committees of the Homeowners association.
4. **DIRECTORS AND OFFICERS:** A list of the present Board of Directors and Officers of the Kingspark Homeowners Association.
5. **GENERAL INFORMATION:** This section contains a variety of information of importance to the new homeowner. Such items as school and voting information, filing homestead exemption, architectural approval for fences and modification to the residences, special notices, etc.

After looking over the booklet. If you have any questions or need additional information, please email us at [greenbriarkingspark@cox.net](mailto:greenbriarkingspark@cox.net)

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DECLARATION OF COVENANTS  
AND RESTRICTIONS

GREENBRIAR-KINGSPARK

Filed in the office of the County of  
Cleveland County, Oklahoma, on  
May 18, 1972.

Book 536 Page 11



**Greenbriar Kingspark Homeowners Association  
P.O. Box 6127  
Moore, Oklahoma 73153  
(405) 691-6259**

**MARCH 5, 1993**

TO: GREENBRIAR KINGSPARK HOMEOWNERS  
SUBJECT: AMENDED ROOFING RESTRICTIONS

On March 1, 1993 Cleveland County's Judge William C. Hetherington ruled the petition for the roofing amendment valid therefore the Amendment to Covenants and Restrictions filed February 1, 1993 is legal and enforceable.

The Covenants and Restrictions provide that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of change. Therefore, the Amendment will not actually be effective until February 1, 1996, but the Board of Directors had stated if the petition was ruled valid, they would grant roofing variances in accordance with the required specifications during the three year period.

The Amendment states, persons wanting to install aluminum or laminated fiberglass shingles must have approval in writing by the Architectural Committee/Board of Directors. To obtain approval during the three year waiting period, you must submit a roofing variance request in accordance with Section 8.2.10 of the Covenants and Restrictions.

Roofing variance requests must contain your name, address, manufactured name of the shingle and pre-formed ridge you wish to install. If you plan to install, GAF "Ultra Timberline" Weathered Wood Blend or, Elk Prestique Plus" Weathered Wood Blend Laminated Fiberglass Shingles with a manufactured pre-formed ridge no other information will be required. If you plan to install Class 1c "Rustic Shingle" or Alcoa "Country Cedar Shake" Aluminum Shake Shingles the only additional information you will need to supply is color choice. But if you wish to install any other laminated fiberglass shingle or aluminum shake shingle you must also include the specifications of that particular shingle. You will be able to obtain the required specifications from your roofing contractor or supplier. All requests must be signed and sent to the attention of the Greenbriar Kingspark Board of Directors.

If you have any questions or need additional information, call the Associations office at 405-691-6259. Please keep this information for future reference by placing it in your homeowner's manual.

Sincerely,

GREENBRIAR KINGSPARK BOARD OF DIRECTORS



DECLARATION OF COVENANTS AND RESTRICTIONS  
GREENBRIAR-KINGSPARK

THIS DECLARATION, made this 11th day of May, A.D. 1972, by American-First Title & Trust Company, an Oklahoma corporation, hereinafter called "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration, herein called the "Existing Property", and desires to create thereon a residential community with permanent parks, lakes, playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for open spaces and other common facilities now existing or hereafter erected thereon, and, to this end, desires to subject the Existing Property together with such additions as may hereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each owner thereof; and,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, THE GREENBRIAR-KINGSPARK HOMEOWNERS' ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, DECLARANT DECLARES that it is the owner of the Existing Property to be subdivided into "Lots", "Plots", "Streets", and "Common Areas" (as defined below) under the name "Greenbriar-Kingspark", as shown on the recorded plat thereof filed concurrently with this Declaration, and does hereby dedicate to public use all the "Streets" (as defined below) within the Existing Property as shown on such recorded plat, and does also reserve for the installation and maintenance of utilities the easements also shown on such recorded plat. All lands so dedicated to the public use, and to the use of persons engaged in supplying utility services to the public, are free and clear of all liens and encumbrances, and title thereto is as shown in the Bonded Abstracter's Certificate on such recorded plat. Declarant further declares that in addition to the easements shown on the aforesaid recorded plat, the "Common Areas", as defined in Section 1.2 below, may be used for public drainage and underground utility easements subject to the provisions concerning Architectural Committee review and approval contained in Section 4.3.5, below.

AND DECLARANT FURTHER DECLARES that the Existing Property and such additions thereto as may hereafter be made pursuant to Article II hereof (subject only to the provisions of Section 4.3.1, below, concerning Common Area "A" of the Existing Property), is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

Any other provision hereof to the contrary notwithstanding, the Declarant hereby authorizes and designates The West Aspen Company, a Colorado corporation, hereinafter called "the Developer", as its exclusive agent to act for and on behalf of the Declarant hereunder for any and all purposes and to the same extent as Declarant under all of the terms hereof. Specifically but not by way of limitation, the Declarant expressly authorizes the Developer to act on its behalf as an Owner hereunder, and also expressly authorizes the Developer to exercise its sole discretion with respect to all those consents, approvals, reviews, decisions and other acts specified herein as within the authority of the Developer. All notices to be given to Declarant as an Owner or Member or otherwise hereunder shall be given to Developer as Declarant's agent. The Declarant may by written instrument filed of record remove The West Aspen Company as its agent hereunder and designate a new agent who shall act as "the Developer" hereunder for all purposes as if named herein.

## ARTICLE I

### Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "The Properties" shall mean the "Existing Property", described in Section 2.1, below, together with all additions thereto which are the subject of any Supplementary Declaration filed under the provisions of Article II hereof.
- 1.2 "Common Areas" shall mean those areas of land so designated on any recorded subdivision plat of The Properties.
- 1.3 "Lot" shall mean those tracts of land so designated upon any recorded subdivision map of The Properties. "plot" shall mean any residential building site located upon The Properties which is larger than a single Lot, and which is established pursuant to the provisions of Section 8.1, below. Unless expressly otherwise specified herein, all references herein to Lots shall be equally applicable to Plots.

- 1.4 "Street" shall mean any street, cul-de-sac, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.
- 1.5 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one street.
- 1.6 "Front Building Limit Lines" shall mean the lines so designated on any recorded subdivision plat of The Properties; provided, however, that as to each Corner Lot, the Declarant shall designate in its deed of such Corner Lot which of the Building Limit Lines shown on the recorded subdivision plat is the Front Building Limit Line. "Side Building Limit Lines" shall be the lines defined in Section 8.2.5, hereof.
- 1.7 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, pergolas, greenhouses and any temporary structures.
- 1.8 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.9 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.
- 1.10 "Association" shall mean and refer to The Greenbriar-Kingspark Homeowners' Association.
- 1.11 "Board" shall mean the Board of Directors of the Association.
- 1.12 "Articles" shall mean The Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.
- 1.13 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.
- 1.14 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.
- 1.15 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.
- 1.16 "Member", "Class A Member", and "Class B Member" shall mean those persons so defined in Sections 3.1 and 3.2, below.
- 1.17 "Architectural Committee" shall mean either the Developer, the Board, or a designated architectural committee of the Board, at the times and for the purposes specified herein.
- 1.18 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

- 1.19 "General Plan" shall mean the General Plan of Development described in Section 2.2.1, below.
- 1.20 "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified in Section 2.2.1, below.
- 1.21 "Declarant" shall mean American-First Title & Trust Company, an Oklahoma corporation, with its principal place of business in Oklahoma City, Oklahoma.
- 1.22 "Developer" shall mean The West Aspen Company, a Colorado corporation, with its principal place of business in Oklahoma City, Oklahoma, or its successor in the event the Declarant shall designate a new agent hereunder as hereinabove provided.

## ARTICLE II

### Property Subject To This Declaration and Additions Thereto

Section 2.1 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Oklahoma City, Cleveland County, Oklahoma, and is more particularly described as follows:

Greenbriar-Kingspark, a subdivision of a part of the Southwest Quarter (SW/4) of Section 5, Township 10 North, Range 3 West I.M., as shown on the recorded plat thereof.

Section 2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- 2.2.1 Additions in Accordance with a General Plan of Development. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional contiguous properties in future stages of the development, provided that such additions are in accord with a General Plan of Development (herein called "General Plan") prepared prior to the sale of any Lot and made available to every purchaser both at the Developer's office and at the office of the Association prior to such sale.

The General Plan shall show the proposed additions to the Existing Property and shall contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Areas proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Declarant's right under the provisions of this subsection to bring additional development

stages within the scheme. Unless otherwise stated herein, such General Plan shall not bind the Declarant, its successors and assigns, to make the proposed additions or, if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon, and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.

2.2.2 Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the owner of any contiguous property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection 2.2.1 hereof.

2.2.3 Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within The Properties.

Section 2.3 Rearranging, Re-Subdividing, or Replatting. Except as provided in Section 2.2, above, and in Section 8.1, below, providing for the creation of Plots, no

rearranging, re-subdividing or replatting of the Existing Property, or of any addition thereto added as above provided, shall occur.

### ARTICLE III

#### Membership and Voting Rights in the Association

Section 3.1 Membership. Every Owner of a Lot other than a Lot which, under the provisions of Section 5.12.3, below, is exempt from assessment by the Association, shall be a member (herein called "Member") of the Association. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's Occupancy of his Lot; provided, however, that any Owner may, prior to Occupancy, voluntarily commence payment of assessments hereunder and thereupon become a Member as fully, as of such first payment, as if Occupancy had occurred. The Declarant's membership became effective upon the creation of the Association.

Section 3.2 Voting Rights. The Association shall have two classes of voting membership:

Class A. "Class A Members" shall be all members other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for the membership specified in Section 3.1. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The "Class B Member" shall be the declarant which shall be entitled to ten (10) votes for each Lot of which the Declarant is the Owner.

### ARTICLE IV

#### Property Rights in the Common Areas

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall include the right of any Member to connect his residence with utility lines located upon the Common Areas, provided that the location and design of such connections receive the prior written approval of the Architectural Committee, and further provided that the surface of the Common Areas be promptly thereafter restored to its original condition by the Member at his sole cost and expense. Should the Member fail to restore such surface satisfactorily, as to which the judgement of the Architectural Committee shall be conclusive, the Developer, so long as the Declarant holds legal title to the portion of the Common Areas involved (subject to



reimbursement by the Association), and thereafter the Association, may restore such surface, the cost of which will be assessed against the Member, subject to lien, in the same manner and with the same consequences as the assessments provided for in Article V hereof.

Section 4.2 Title to Common Areas. The Declarant may retain the legal title to the Common Areas or any part thereof until such time as the Developer has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same; but, notwithstanding any provision herein, the declarant hereby covenants, for itself, its successors and assigns that, subject to the controlling provisions of Section 4.3.1, below, as to Common Area "A" thereof, Declarant shall convey to the Association all of the Common Areas within the Existing Property, free and clear of all liens and encumbrances, not later than May 11, 1982.

Section 4.3 Limitations Upon Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.3.1 the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title provided, however, any such mortgage shall provide that in the event of a default, the lender's rights thereunder as to any of such Common Areas, shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Areas shall be returned to the Association and all rights of the Members hereunder shall be fully restored. Notwithstanding the foregoing, however, for the purpose of constructing a clubhouse and swimming pool thereon, Declarant may convey legal title to Common Area "A" of the Existing Property to the Developer, and the Developer may thereafter encumber such Common Area "A" by the execution of a conventional mortgage which grants the mortgagee full foreclosure rights, and which contains such other terms and conditions as the Developer, in its sole discretion, may decide, and the easements of the Members in such Common Area "A" shall be subject to and inferior to such mortgage, which may be extended or renewed from time to time at the sole discretion of the Developer, provided that when the loan is repaid and such mortgage released, Developer shall thereupon reconvey legal title to such Common Area to the then legal owner of the remaining Common Area within the Existing Property, whether the Declarant or the Association, and the rights of mortgagees under any mortgages which thereafter encumber such Common Area "A" shall be

- limited as first provided in this Section 4.3.1 with respect to the remainder of the Common areas; and,
- 4.3.2 except as provided in Section 4.3.1, above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and,
  - 4.3.3 the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules; and,
  - 4.3.4 the right of the Association to charge the Members reasonable admission and other fees for the use of the Common Areas; and,
  - 4.3.5 the right of the owner of the legal title to the Common Areas to convey to any public agency, authority, or utility, easements for drainage or underground purposes across any part of the Common Areas, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,
  - 4.3.6 the right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority or utility for such purposes other than those specified in Section 4.3.5, above, and subject to such conditions as may be agreed to by the Member, provided that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless approved by the affirmative vote in person or by proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefore will be sought is sent to every Member at least ninety (90) days in advance of such meeting.

## ARTICLE V

### Assessments

#### Section 5.1 Covenant for Assessments.

- 5.1.1 The Declarant for each Lot owned by it within The Properties hereby covenants, and, except as provided in Section 5.12.3, below, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so



expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association; (1) annual maintenance assessments: (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. Such assessments shall be charges upon the land and shall be continuing liens upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due, all as is more particularly provided in Sections 5.10 and 5.11, below.

- 5.1.2 Notwithstanding the foregoing, except as provided in Section 5.1.3, below, monies expended by the Developer during any assessment period in maintaining and operating the Common Areas to which the Declarant still holds legal title shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Developer. Should the amounts so expended by the Developer in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.
- 5.1.3 The Declarant shall receive no credit against sums due the Association hereunder for assessments on account of costs incurred in constructing a clubhouse and swimming pool upon Common Area "A" of the Existing Property, but will receive credit for sums expended in maintaining and operating such facilities thereafter.

#### Section 5. 2 Purpose of Assessments.

- 5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement, maintenance and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervisions thereof. In addition, annual maintenance assessments may be used for the exterior maintenance of the homes of requesting Owners, but only to the extent and subject to the conditions specified in Article VII, below.
- 5.2.2 Only the Developer, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common Areas to which the Declarant still holds legal title.

Section 5.3 Basis and Maximum of Annual Assessments. Until January 1, 1974, the maximum annual maintenance assessment shall be Ten Dollars (\$10.00) per Lot. From and after January 1, 1974, the maximum annual maintenance assessment may be increased by vote of the Members, as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessment for any such future year at a lesser amount.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual maintenance assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year 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 capital improvements upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to the maximum annual maintenance assessment for the same year.

Section 5.5 Change in Basis and Maximum of Annual Assessments. After January 1, 1974 the Association may change the maximum annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospectively for any three year period and at the end of such three year period, for each succeeding period of three years, provided that any such change shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, provided further that the limitations of Section 5.3 hereof and of this Section 5.5 shall not apply to any change in the maximum or basis of the annual maintenance assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Section 2.2.3 thereof.

Section 5.6 Quorum for Any Action Authorized Under Sections 5.4 and 5.5. The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows: At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7 Uniformity of Assessments. Subject to Section 7.2, below, every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 Date of Commencement of Assessments: Due Dates.

- 5.8.1 Generally. The annual maintenance assessments provided for herein shall commence as to all Owners who are Members on the date (which shall be the first day of a month) to be fixed by the Board.

The initial annual maintenance assessments shall be made for the balance of the then calendar year and shall become due and payable on the day fixed for commencement, and the maintenance assessments for any year after the first year shall become due and payable on the first day of March of said year, provided, however, that the Board may provide for the payment of such assessments in periodic installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the annual maintenance assessment shall apply to the first such assessment levied against any Lot which becomes subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution of the Members authorizing such assessment.

- 5.8.2 As to Each Owner. As to any Owner other than the Declarant, liability for both annual maintenance and special assessments shall begin at that point in time when such Owner becomes a Member. Declarant shall become liable for assessments upon the commencement thereof as provided in Section 5.8.1, above, as to all Lots still owned by Declarant.

Section 5.9 Duties of the Board. With respect to assessments, the Board shall:

- 5.9.1 fix the commencement date for annual maintenance assessments against all Lots then owned by the Declarant and against all Lots then owned and Occupied by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and,
- 5.9.2 cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and,

- 5.9.3 upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or, if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

Section 5.10 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof), then such assessment shall become delinquent and shall, together with interest thereon and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, trustees, successors and assigns, subject only to the provisions of Section 5.11, below. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then current per annum prime rate of the First National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, plus 2%, and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 5.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

5.12.1 All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

5.12.2 All Common Areas as defined in Section 1.2 hereof;

- 5.12.3 All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

## ARTICLE VI

### Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Areas, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee," which shall, as used herein, mean either a) the Developer, so long as the Declarant is an Owner, or b) thereafter, the Board, or a committee composed of three (3) or more representatives appointed by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 6. 2 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 Proceeding With Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

## ARTICLE VII

### Exterior Maintenance

Section 7.1 Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association may at the request of an Owner provide all or any part of the following exterior maintenance upon such Owner's Lot which is subject to assessment under Article V hereof: painting, repairing, replacing or caring for roofs, gutters~

downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 7.2 Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof provided, however, that the Board, when establishing the annual maintenance assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 7.3 Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday or a legal holiday, provided, however, that the Owner may withdraw his request for such maintenance at any time, after which the Association will no longer have such access; but further provided that such Owner will remain personally liable for all costs by then reasonably incurred by the Association which will be assessed, subject to lien, all as provided in Section 7.2.

## ARTICLE VIII

### Land Classification, Permitted Uses, and Restrictions

Section 8.1 Land Classification. All Lots within the Existing Property are hereby classified as Single-Family Lots, i.e., each such Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one or more Lots or one Lot and a part of a second Lot may be combined into a Plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the owner thereof subject to all the terms and provisions hereof, and to the Rules.

### Section 8.2 Building Restrictions.

- 8.2.1 Minimum Residence Size. No residence which contains less than 1500 square feet, exclusive of basements, open porches, attached carports, attached garages, and Detached Structures shall be built on any Lot.
- 8.2.2 Maximum Residence Height. No residence which contains more than two stories shall be built on any Lot, provided, however, that the ground floor of



the main structure of any two-story residence shall contain not less than 1,200 square feet.

8.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least seventy percent (70%) brick, stone or stucco and each Detached Structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Roofs are to be of wood shingles, clay, tile or stone. \*(Changed: March 5, 1993 letter prior to the Covenants and Restrictions)

8.2.4 Garages. Garages or carports must be at least two cars wide and may be attached to, detached from or built within a residence.

8.2.5 Building Limit Lines. No building structure or part thereof, except as hereinafter provided shall be erected or maintained on any Lot beyond the Front Building Limit Line. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side Lot line except that cornices, spoutings, chimneys and ornamental projections may extend three (3) feet nearer such side Lot line; such limitations being herein called the "Side Building Limit Lines".

Covered or uncovered, but not enclosed, porches, porte cocheres and patios may be extended beyond any Front Building Limit Line not more than six (6) feet.

8.2.6 Signs, Billboards, and Detached Structures. No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Developer.

Detached Structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which, (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one story in height.

8.2.7 Grading and Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced Which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment,

alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of the same to such Owner.

8.2.8 Moving Existing Buildings Onto a Lot Prohibited. No existing, erected house or Detached Structure may be moved onto any Lot from another location.

8.2.9 Construction Period. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's Consent, which will not be unreasonably withheld, the Developer (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.

8.2.10 Variances. As to any Lot, the limitations and restrictions of Sections 8.2.1 through 8.2.9, inclusive, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

8.2.11 Utilities. The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or accept the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

8.2.12 Sidewalks. Sidewalks shall be constructed on each Lot, concurrently with the construction of the residence thereon, within the street rights-of-way adjacent to all property lines paralleling Streets, and in accordance with the specifications contained in Ordinances No.s 15.11.02 through 15.11.04, inclusive, of the Revised Ordinances (1960) of Oklahoma City, Oklahoma.



## ARTICLE IX

### General Restrictions

Section 9.1 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion whether for the purposes of this Section 9.1 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkey, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 9.2 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the curb and the property line.

Section 9.3 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance assessments have by then commenced or whether such Owner is by then a Member, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 9.4 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 9.5 Storage Tanks. No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 9.6 Drilling. No drilling or puncturing of the surface for oil, gas, other hydrocarbons or other minerals, or water, shall be permitted without the prior written consent of the Architectural Committee.

Section 9.7 Boats and Trailers; Temporary Residences. Boats, trailers or other vehicles which are not normally used as daily transportation may be kept on the premises provided that they are totally concealed from the Streets and are not visible

from Neighboring Property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No garage or Detached Structure on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

Section 9.8 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

Section 9.9 Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 9.10 Garbage, Trash Containers and Collections. All garbage so disposable shall be disposed of in a kitchen sink appliance installed for that purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

Section 9.11 Clothes Drying Facilities. No outside clothes drying or airing facility shall be Visible from Neighboring Property.

Section 9.12 Treehouses, Platforms, and Antennae. No treehouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae shall be Visible from Neighboring Property.

## ARTICLE X

### General Provisions

Section 10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of

such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 10.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 10.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, provided, that failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the plaintiff(s) shall be entitled to recover reasonable attorneys' fees, together with the costs of the action.

Section 10.4 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 10.5 Right to Assign. The Declarant by an appropriate instrument or instruments may assign or convey to any person or persons any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

TO: Greenbriar Kingspark Homeowners  
SUBJECT: Fencing

We have had several requests from homeowners to outline in general the requirements and procedures for installing fences around their homes.

The addition of fencing is subject to approval by the Board of Directors as provided for in the Declaration of Covenants and Restrictions for Kingspark.

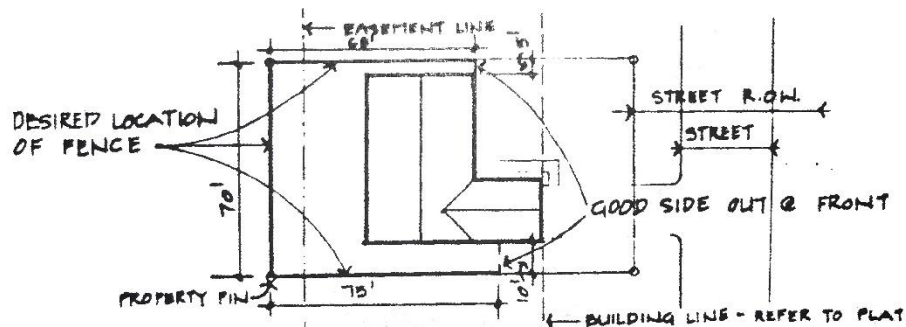
Generally, it is the current policy of the Board of Directors to approve only those fences which are constructed of natural materials, i.e., stone, brick, cedar, redwood, etc., and installed so that they are harmoniously; with the surrounding properties and structures. The majority of the homeowners have previously *elected* either cedar plank or stockade fences, 6 foot high as sight-proof fences. Sight-proof fences are additionally enhancing to the neighborhood as they tend to hide garbage cans, boats, dog houses, etc. and provide "back-yard" privacy to the homeowner. A city permit is required for fencing and is usually obtained by your fencing contractor.

In accordance with current city ordinances as well as the Declaration of Covenants and Restrictions, no fencing shall extend beyond the front building line or side building line in the case of a corner lot. These building lines are determined for each lot and shown on the filed plat of Kingspark.

The correct procedure for obtaining architectural approval and installation of fencing is as follows:

1. Submit a sketch of the proposed fencing to the Board of Directors P.O. Box 892038, Oklahoma City, Oklahoma 73189 showing the desired location and the materials of which the fence is to be constructed.

A sample plan and information required is shown below:



2. The Board of Directors will endeavor to process and approve your plans as quickly as possible. An approved copy of your request will be mailed or emailed

to you for your records. If timing is critical, we will be happy to email you of such approval prior to our mailing your copy.

The homeowner is reminded that the responsibility of proper location of fencing on his own lot is solely that of the homeowners. Before construction of your residence, Greenbriar's surveyor installed steel property pins locating the corners and hence the boundaries of your property. If these pins have not survived the construction process, i.e. grading, sidewalks, etc. you will need to have a registered surveyor reset those pins necessary to insure proper location of your fence.

CAUTION! Many homeowners have inquired as to accuracy of the "loan surveys," copies of which many received at the time of closing the loan on their residence. These loan surveys were prepared at the request of the mortgage company to verify the dimension or size of the house, and represents a visual inspection of the relationship of the lot and house to insure that there are no encroachments of the house onto adjacent properties. While these surveys are helpful in establishing general relationships of house to lot, they are not accurate enough for or should not be used to locate actual property lines. If you have any questions regarding the above, or if we may assist you in the planning of your fencing requirements, please give us a call at 691-6259.

Very truly yours,  
Greenbriar Kingspark  
Homeowners Association

**POSTIC & BATES**

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
2212 Shadowlake Drive  
Oklahoma City, Oklahoma 73159  
Telephone 405/691-5080

June 13, 1990

TO ALL GREENBRIAR-KINGSPARK HOMEOWNERS

RE: Use of vinyl siding building materials

Our File Number: 1-90-0045

Dear Ladies and Gentlemen:

There have been several requests by homeowners in your area to use vinyl siding to replace present wood siding on homes. Such materials have not been previously allowed in the Greenbriar Kingspark addition. However, on May 14, 1990, your Board of Directors approved a resolution allowing the use of vinyl wood-like siding under limited conditions upon the specific written approval of your board's architectural committee.

Section 8.2.3 of the Declaration of Covenants and Restrictions of Greenbriar-Kingspark provides as follows:

Materials. The principal exterior material of the first floor of any residence shall be at least seventy percent (70%) brick, stone or stucco and each Detached Structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of residence. Roofs are to be of wood shingles: clay, tile or stone.

However, Section 8. 2. 10 of the covenants and restrictions allows your architectural committee to approve variances from these material "upon written application made in advance by the Owner seeking a variance."

After much study and consideration, your Board of Directors has authorized the architectural committee to approve vinyl siding meeting the following specifications:

1. Vinyl wood-like siding shall be allowed for replacement or to cover all presently existing wood surfaces such as soffits, gables, and facial board.
2. The siding must be 100% new materials (not recycled materials).
3. The siding must have a minimum thickness of .044 mils.
4. PVC aluminum coil is permissible for use on facial board.

5. Aluminum siding shall not be allowed, other than as stated in 4., above.

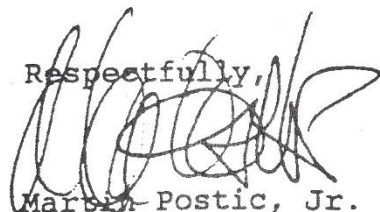
6. Any homeowner desiring to use siding must make written application to the architectural committee setting forth the following:

- (a) Brand name of siding to be used;
- (b) Where the siding is to be used;
- (c) The specifications for the siding;
- (d) Who will be installing the siding;
- (e) When the installation will begin.

Each application will be considered on a case-by-case basis and will be approved or rejected in writing within thirty (30) days from receipt by your Board of Directors. The Board shall have the right to inspect the installation of the siding and reserves the right to revoke its approval if the actual materials installed vary from the specifications stated on your application.

Please understand that your Board of Directors is concerned about the appearance of your neighborhood. The covenants drafted by the developer of your neighborhood are required to be enforced to uphold the original design and quality of your addition. However, as new and more attractive and long lasting building materials become available, your Board of Directors is willing to consider them to determine if they will improve the appearance and quality of the homes within your addition. Legally they have the power to do so. I sincerely hope your neighborhood will benefit from this change and both your Board of Directors and I welcome any comments or suggestions you may have regarding the implementation of this change.

Respectfully,

A handwritten signature in black ink, appearing to read "Martin Postic, Jr.", written over the typed name.

Martin Postic, Jr.  
Attorney for the Board



## PARKING ON GRASSED AREAS

Parking on lawns and grassed areas is prohibited by the City of Oklahoma City. Parking on lawns and grassed areas causes extreme damage by leaving bared areas and unsightly dips.

If parking on the street, please remember to make sure you and your guests keep all wheels on the concrete.

## ANIMALS

The City of Oklahoma City does have a leash law which means no animal shall be allowed to roam freely.

The Covenants and Restrictions also specifically refers to animals. Section 9.1 page 18 of the Covenants and Restrictions, reads as follows:

Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for purposes of this Section 8.4 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

If you have any questions regarding the City of Oklahoma City's rules and regulations governing animals, please call Animal Control at 405-297-2255

## MOTORCYCLES AND MINIBIKES

Motorcycle riding is permitted on City designated streets providing the motorcycle is licensed, the operator is licensed (see below), and the operator adhere to the appropriate traffic laws of the City and State of Oklahoma. With regard to our community, compliance with these laws not only insures legality of operation, but also protection against the life and limb dangers of reckless riding and drag racing, and the nuisance of excessive noise.

THE SPEED LIMIT WITHIN OUR AREA IS 25 MILES PER HOUR.

Parents of children owning and operating motorcycles and minibikes are requested to review the state laws which are briefly summarized below. We believe mutual respect and compliance with these laws will preclude a serious accident and respectfully request your cooperation.



If you are having difficulty with riders either riding on unauthorized areas, i.e., vacant lots, common areas, cul-de-sac medians, etc., or not obeying the proper license and traffic laws, please call your local police dispatcher -City of Oklahoma City at 911.  
**STREETS IN THE KINGSPARK AREA ARE PUBLIC STREETS - NOT PRIVATE STREETS**

**EXCERPTS FROM OKLAHOMA DRIVERS MANUAL:**

Minibikes: Shall not be registered or permitted to be operated on the streets and highways of this State. (Minibikes, go-carts, etc. are not permitted to be operated anywhere in our area)

A minibike shall be defined as having:

- 1 Less than a 10" wheel rim; or
- 2 Less than a 40" wheel base; or
- 3 Less than a 25" seat height

Motorcycles: Operator's license may be issued to applicants 14 and 15 years of age to operate a motorcycle not to exceed 5 horsepower between the hours of 4:30 a.m. and 9:00 p.m. only.

Rules for Driver (Motorcycle):

- 1 Obey Oklahoma traffic laws.
- 2 Persons under 21 years of age shall wear an approved crash helmet with padding and chin strap - also required for passenger
- 3 Under 16: Cannot carry passengers or exceed 35 mph
- 4 Over 16: Can carry passengers ONLY if the vehicle is equipped with a double seating device and double foot rest, and has 12" or greater wheel diameter
- 5 Shall not pass other vehicles in between lanes of traffic moving in the same direction
- 6 Shall not hold onto any moving vehicle for the purpose of being propelled
- 7 Shall not ride on sidewalk

TO: Greenbriar Kingspark Homeowners Association

SUBJECT: Architectural Control

Article VI- Architectural Control of the Greenbriar Kingspark Declaration of Covenants and Restrictions reads partially as follows:

"Section 1 – Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the 'Architectural Committee', etc."

All homebuilders are requested to submit copies of house plans to the Architectural Committee for approval prior to construction. The plans should include site plan, floor plan, typical elevations and specifications where applicable.

Homeowners desiring to add fencing, additions or other alterations should submit drawings or a sketch describing such work for prior approval by the Architectural Committee. We will endeavor to accommodate such requests as quickly as possible consistent with the objectives of the covenants and restrictions, and will be pleased to meet with any homeowner to assist them toward this endeavor. Please call the office if you have any questions.

Sincerely,

GREENBRIAR KINGSPARK  
HOMEOWNERS ASSOCIATION

GREENBRIAR KINGSPARK HOMEOWNERS ASSOCIATION  
P.O . BOX 6127  
MOORE, OKLAHOMA 73153  
(405) 691-6259

MARCH 5, 1993

TO: GREENBRIAR KINGSPARK HOMEOWNERS

SUBJECT: AMENDED ROOFING RESTRICTIONS

On March 1, 1993 Cleveland County's Judge William C. Hetherington ruled the petition for the roofing amendment valid therefore the Amendment to Covenants and Restrictions filed February 1, 1993 is legal and enforceable.

The Covenants and Restrictions provide that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of change. Therefore, the Amendment will not actually be effective until February 1, 1996, but the Board of Directors had stated if the petition was ruled valid, they would grant roofing variances in accordance with the required specifications during the three year period.

The Amendment states, persons wanting to install aluminum or laminated fiberglass shingles must have approval in writing by the Architectural Committee/Board of Directors. To obtain approval during the three year waiting period, you must submit a roofing variance request in accordance with Section 8.2.10 of the Covenants and Restrictions.

The specifications of the approved shingles are listed on the back of this page. Roofing variance requests must contain your name, address, manufactured name of the shingle and pre-formed ridge you wish to install. If you plan to install, GAF "Ultra Timberline" Weathered Wood Blend .QC. Elk "Prestique Plus" Weathered Wood Blend Laminated Fiberglass Shingles with a manufactured pre-formed ridge no other information will be required. If you plan to install Classic "Rustic Shingle" .QC. Alcoa "Country Cedar Shake" Aluminum Shake Shingles the only additional information you will need to supply is color choice. But if you wish to install any other laminated fiberglass shingle or aluminum shake shingle you must also include the specifications of that particular shingle. You will be able to obtain the required specifications from your roofing contractor or supplier. All requests must be signed and sent to the attention of the Greenbriar Kingspark Board of Directors. If you have any questions or need additional information, call the Association's office at 691-6259. Please keep this information for future reference by placing it in your homeowner's manual.

Sincerely,

GREENBRIAR KINGSPARK BOARD OF DIRECTORS

GREENBRIAR KINGSPARK HOMEOWNERS ASSOCIATION  
P.O. Box 6127  
Moore, Oklahoma 73153  
691-6259- Office 691-3199 - Clubhouse/Pool

NEWSLETTER- 3RD QUARTER, 1993

ROOFING VARIANCES:

March 5, 1993 a letter was sent out to all Kingspark homeowners informing them that a roofing Amendment had been legally filed and was enforceable. The letter contained the procedures and specifications for applying for a roofing variance. To date, the Board of Directors has granted 34 roofing variances. The Board of Directors would like to stress that replacement roofing materials other than wood requires written approval from the Board of Directors as set forth in the Amendment and the March 5th letter. In order to satisfy the requirements for obtaining a roofing variance, homeowners are asked to forward the following information to the Board of Directors:

1. A roofing variance request
2. A copy of your contractor's proposal <estimate>

At the June 14, 1993 Board of Directors meeting a motion was made, seconded and carried unanimously that any action requiring architectural approval including roofing variances must come before the Board of Directors at a regularly scheduled meeting or a special Board of Directors meeting. The Board meets at 6:30 pm on the second Monday of each month at the clubhouse. If you wish to reroof with materials other than wood or make any changes to the exterior of your property, the Board is asking that you have the required information at their regularly scheduled monthly meeting. The next three scheduled Board of Director's meetings are:

August 9th September 13th October 11th.

ENFORCEMENT OF COVENANTS AND RESTRICTIONS:

The Kingspark Homeowners Association's Board of Directors has taken the position of NOT being the neighborhood watchdog when it comes to looking for violations of the Covenants and Restrictions. Each homeowner has the legal right to expect adherence to the Covenants and Restrictions and to take action to correct a violation or to stop a violation in progress. We realize however, that most violations are reported to the Board for their action rather than individuals confronting their neighbors directly. When this happens, it becomes the Board's unenviable duty to take action on behalf of the homeowner's association as a whole. At that point, we notify the homeowner of the violation, cite the specific Article and Section of the Covenants and restrictions and inform them that the violation must be corrected in a reasonable amount of time . In most cases, the violation is corrected and nothing else is said. In other cases, if the

homeowner is not willing to work with us, we have no other recourse but to turn it over to an attorney in order to assure compliance of the Covenants and Restrictions. Each time this occurs, it costs all Kingspark homeowners thru their dues and usually causes hard feelings. As your Board of Directors, we ask that each homeowner keep in mind that the Covenants and Restrictions were established to keep up the appearance of the neighbor-hood and to help maintain property values. PLEASE BE CONSIDERATE .OF YOUR NEIGHBORS AND ABIDE BY THE COVENANTS AND RESTRICTIONS! ...

ARTICLE VIII  
Section 8.2- Building Restrictions

8.2.3 Materials: The principal exterior material of the first floor of any residence shall be at least seventy percent 70% brick, stone or stucco and each Detached Structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Roofs are to be of wood shingles, clay, tile or stone. Aluminum shake shingles or Class "A" Laminated Fiberglass shingles may be permitted subject to specific approval in writing by the Architectural Committee.

Approved Aluminum Shake Shingles shall be residential Classic "Rustic Shingle" or Alcoa "Country Cedar Shake" or shingles of substantially similar material which, in the sole opinion of the Architectural Committee, meet the following specifications: UL Class "A" Fire Rating, UL Wind Resistance Rating of up to 100 MPH and a Manufacturer's Limited Warranty of not less than forty (40) years. Roof shingles shall be installed in accordance with manufacturer's recommendations and the color of the shingles are subject to approval of the Architectural Committee.

Approved Laminated Fiberglass Roof Shingles shall be GAF "Ultra Timberline" Weathered Wood Blend: Elk "Prestique Plus" Weathered Wood Blend or shingles of substantially similar-material of weathered wood color which, in the sole opinion of the Architectural Committee, meet the following specifications: UL Class "A" Fire Rating; UL Wind Resistance Rating up to 60 MPH and a Manufacturer's Limited Warranty of not less than Forty (40) years roof shingles shall be installed in accordance with Section 2308 of the City of Oklahoma City's Building Code, the manufacturer's recommendations and shall be installed with manufactured pre-formed ridges (Dura Ridge or approved equal).

CITY OF OKLAHOMA CITY BUILDING CODE  
Section 2308 –Reroofing

2308.1 General: Materials and methods of application used for recovering or replacing an existing roof covering shall comply with the requirements of Section 2304 or 2305. The repair of existing roofs and roof coverings shall comply with the provisions of Section 103, but more than 25 percent of the roof covering of any building shall not be removed and replaced within any 12 month period unless the entire roof covering is made to conform to the requirements for new roofing.

2308.2 Structural and construction loads: The structural roof components shall be capable of supporting the roof covering system and the material and equipment loads that will be encountered during installation of the roof covering system.

2308.3 Recovering vs. replacement: New roof coverings shall not be installed without first removing existing roof coverings when any of the following conditions occur:

- 1 When the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not acceptable as a base for additional roofing.

- 2 When the existing roof covering is wood shake, slate, clay, cement or asbestos-cement tile.
- 3 When the existing roof has two or more applications of any type of roof covering.

Exception: Complete and separate roofing systems, such as standing seam metal roof system, which are designed to transmit all roof loads directly to the building 's structural system and which do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.

2308.4 Reuse of materials: Existing slate, clay or cement tile shall be permitted for reuse, except that damaged, cracked or broken slate or tile shall not be reused. Existing vent flashings, metal edgings, drain outlets, collars and metal counter flashings shall not be reused where rusted, damaged or deteriorated. Aggregate surfacing materials shall not be reused.

2308.5 Flashings: Flashings shall be reconstructed in accordance with approved manufacturer's installation instructions. Metal flashings to which bituminous Materials are to be adhered shall be primed prior to installation.

## **STORAGE BUILDING REQUIREMENTS GREENBRIAR KINGSPARK**

Reference Covenants and Restrictions, Article VIII, Section 8.2.6, pages 16-17, and Homeowners Association letter, subject: Architectural Committee Approval - Wood Storage Buildings, located in the "General Information" section of the homeowner's manual.

The original Covenants and Restrictions decreed that Detached Structures (storage buildings) will not be allowed on any lot without the prior written approval of the Architectural Committee. The structures (one story maximum height) had to correspond in style and architecture to the homeowner's residence.

In 1975 a Board of Directors' letter provided a more liberal interpretation of the original policy. This interpretation, for the most part, remains in effect today. Specifically:

- Architectural Committee approval is required.
- Rear yard must be fenced with an appropriate sight proof fence.
- Maximum building size should not exceed 8 x 16 ft.
- Maximum building eave height should not exceed 6 ft 6 in.
- Roof pitch (slope) should not be greater than residence.
- Roof covering must be wood shingles or shakes.
- Siding should be natural/wood stained T1-11 board or similar siding.
- The floor must be concrete slab and foundation.
- The frame must be wood construction, 2 x 4 min. 24" o.c.

Since 1975 the only change allowed by the Architectural Committee has been the use of a wooden foundation (floor). Of course, asphalt shingles are now allowed as roof covering and must conform to the specifications listed in the recent amendment to the Covenants and Restrictions.

The original restriction on storage buildings was to prevent the installation of unsightly structures that detract from the overall appearance of our neighborhood. Continued enforcement will insure that Kingspark's high standards remain for years to come. Your cooperation and adherence to the rules are appreciated.

THE BOARD OF DIRECTORS



Greenbriar Kingspark Homeowners Association  
Oklahoma City, Oklahoma

Subject: Architectural Committee Approval - Wood Storage Buildings

Dear Homeowner:

The Board of Directors of the Greenbriar Kingspark Homeowners Association has reviewed the June 13, 1975 ballots to the homeowners regarding a more liberal interpretation of that portion of the Covenants and Restrictions that deal with "detached structures." The ballots indicated a desire *to* approve such a storage building subject to:

- (1) Architectural Committee Approval would be required for each applicant.
- (2) The rear yard of each residence be fenced with an appropriate sight proof 6 foot high cedar plank, stockade, or other approved fencing, and
- (3) That the construction of the building would be in accordance with the following outlined specifications: -

Floor:	Concrete Slab and Foundation
Framing:	Wood Frame Construction, 2x4 Min. 24" o.c.
Siding:	3/8" or 5/8" natural or wood stained cedar TI-11 board and batten or similar siding. (5/8" thickness recommended.)
Roof:	Full gable or hip roof with wood shingle or shakes 6 to 6 1-6" eave height. Roof pitch to correspond with residence or at lower pitch.
Size:	Typically 6' x 8' to say 8' x 16' maximum.

We are hopeful that all homeowners understand that the intent of these outline specifications is not to lower the standards or pride of ownership within Kingspark, but to develop an attractive alternate to the Block house appearance and inordinate cost of rock or brick veneering such a small structure.

If you have any questions regarding the above specifications, please call 691-6259. Please don't forget that a small sketch outlining your proposed plan must be submitted prior to construction for architectural approval.

Best regards,  
GREENBRIAR KINGSPARK HOMEOWNERS ASSOCIATION

BY-LAWS  
OF  
THE GREENBRIAR-KINGSPARK HOMEOWNER'S ASSOCIATION

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to The Greenbriar Kingspark Homeowners Association, a nonprofit corporation organized and existing under the laws of the State of Oklahoma.

Section 2. "The Properties" shall mean and refer to Greenbriar Kingspark, a subdivision of a part of the Southwest Quarter (SW/4) of Section 5, Township 10 North, Range 3 West 1. M., as shown on the recorded plat thereof, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article 6 herein.

Section 3. "Common Properties" shall mean and refer to parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

ARTICLE II

Location

Section 1. The principal office of the Association shall be located at Oklahoma City, Oklahoma.

ARTICLE III

Membership

Section 1. As used herein, "Lot" shall mean those tracts of land so designated upon any recorded subdivision map of The Properties; and "Owner" shall mean the recorded owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other interest merely as security for the performance of an obligation

Every Owner of a Lot which, under the terms of the recorded covenants and restrictions applicable to the Properties, is subject to assessment by the Association, shall be a member of the Association concurrently with such Owner's Occupancy of his Lot, provided, however, that any Owner may, prior to Occupancy, voluntarily commence

payment of assessments and thereupon become a member as fully, as of such first payment, as if Occupancy had occurred. As used herein, "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon. The membership of American First Title & Trust Company (the "Declarant") became effective upon creation of the corporation by filing the Articles of Incorporation with the Secretary of State of the State of Oklahoma.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the recorded Declaration of Covenants and Restrictions to which The Properties are subject, which provisions are incorporated herein by reference and made a part hereof.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section I, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

## ARTICLE IV

### Voting Rights

Section 1. The Association shall have two classes of voting membership: Class A. "Class A Members" shall be all members other than the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interests required for membership specified in Article III hereof. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The "Class B Member" shall be Declarant, which shall be entitled to ten (10) votes for each Lot of which the Declarant is the Owner.

## ARTICLE V

### Property Rights and Rights of Enjoyment of Common Property

Section 1. Each member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants and Restrictions applicable to The Properties,

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon The Properties to any of his tenants who reside thereof under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

## ARTICLE VI

### Association Purposes and Powers

Section 1. The Association has been organized as a nonprofit corporation for purposes of promoting the recreation, health, safety and welfare of the residents of The Properties, as more fully set forth in Article 2 of the Articles of Incorporation of the Association.

Section 2. Additions to the Properties described in Article II hereof may be made only in accordance with the provisions of the recorded Covenants and Restrictions applicable to said Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of the Association to such properties. Where the applicable covenants require that certain additions be approved by the Association, such approval must have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. Subject to the provisions of the recorded Covenants and restrictions applicable to the Properties described in Article II, and to the extent permitted by law, the Association may participate in mergers and consolidations which other nonprofit corporations organized for the same purposes, provided that any such merger or consolidations shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. The Association shall have power to mortgage its Properties only to the extent authorized under the recorded Covenants and Restrictions applicable to said Properties.

The total debts of the Association including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. The Association shall have power to dispose of its real properties only as authorized under the recorded Covenants and Restrictions applicable to said properties.

## ARTICLE VII

### Board of Directors

Section 1. The affairs of the Association shall be managed by a board of nine (9) directors who need not be members of the Association. The initial Board of Directors shall consist of nine (9) directors who shall hold office until the election of their successors for the terms stated in Article 17 of the Articles of Incorporation of the Association. Beginning with the first annual meeting to be held on the second Tuesday in May, 1973, the members, at each annual meeting, shall elect three (1) directors each for a term of three (3) years.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

## ARTICLE VIII

### Election of Directors: Nominating Committee; Election Committee

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded Covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine, provided that the Committee shall seek suggestions from all corporate mortgage lenders who hold home mortgages within The Properties and shall so exercise its discretion in the matter of nominations that there shall be, at all times, at least one member of the Board of Directors who represent the interests of such mortgage lenders. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereof. The complete ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the following address: P.O. Box 892038, Oklahoma City, Oklahoma 73189.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist

of five members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

- (a) establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them; and
- (b) that the signature of the member or his proxy on the outside envelope is genuine; and
- (c) if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIV, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee. The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

## ARTICLE IX

### Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth(1/4) of the voting membership , as provided in Article XIII, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.
- (d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vetted in or delegated to this Association, except those reserved to the meeting or to members in the covenants.
- (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which the third absence occurs, declare the office of said absent Director to be vacant.



Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested as provided in Article XIII, Section 2.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in Article V of the Declaration of Covenant applicable to The Properties:
  - (1) To fix the amount of the assessment against each Lot for each assessment period at least thirty days in advance of such date or period and, at the same time;
  - (2) To prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;
  - (3) To send written notice of each assessment to every Owner subject thereto.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any Owner a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## ARTICLE X

### Directors' Meetings

Section 1. After occupancy of 10 Lots by the Owners thereof, regular meetings of the Board of Directors shall be held on the first Tuesday of each month at 8:00 o'clock P.M. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or



a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action which could be taken at a meeting of the Board of Directors may be taken by written memorandum and record of action signed by all of the directors and filed with the corporate records and made part of the corporate records and made part of the corporate minutes.

## ARTICLE XI

### Officers

Section 1. The officers shall be a president, a vice president, a secretary, a treasurer and such other officers or assistants as the Board of Directors may deem desirable. More than one office may be held by the same person provided, however, that the offices of president and vice president or president and secretary shall not be held by the same person. The president and the vice president shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XIII, Section 3).

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limit of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice president.

Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## ARTICLE XII

### Committees

Section 1. The Standing Committees of the Association shall be:

The Nominations Committee

The Recreation Committee

The Maintenance Committee

The Architectural Committee

The Publicity Committee

The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the Duties and functions described in Article VII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Committee shall have the duties and functions described in Article VI, Declaration of Covenants and Restrictions applicable to The Properties, and the membership thereof shall be (a) the Developer, so long as the Declarant under the recorded Declaration of Covenants and Restrictions is an Owner, or (b) thereafter, the Board, or three (3) or more representatives appointed by the Board. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular meeting as provided in Article XI, Section 8. The treasurer shall be an ex officio member of the Committee.

Section 8. With the exception of the Nominations Committee and the Architectural Committee (but then only as to those functions that are governed by Article VI, Declaration of the Covenants and Restrictions applicable to The Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such sub-committee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE XIII

### Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the first Tuesday of the month of May in each year, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties shall require a quorum as therein provided.

## ARTICLE XV

### Books and Papers

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

## ARTICLE XVII

### Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the recorded Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these By-Laws, the Covenants and Restrictions shall control.

IN WITNESS WHEREOF, we, being all of the Directors of  
The Greenbriar Kingspark Homeowners' Association, have hereunto set our hands  
the 10th day of June, 1972.

Marion Kordic

Gerald Cobb  
Donald E. Ecklund  
Clarence Wallace  
Terry Campbell  
Casey Cook  
Harlen Core  
George Platt  
Walter Bankston

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE GREENBRIAR-KINGSPARK HOMEOWNERS ASSOCIATION, INC

The following resolution was approved by the Board of Directors of the Greenbriar Kingspark Homeowners Association, Inc. at its regular meeting on July 23, 2012:

WHEREAS, recently, questions have been asked about the legal interpretation of Section 8.01 of the Declaration of Covenants and Restrictions for the entire Greenbriar Kingspark Addition ("the Declaration"), which section states, in part: No gainful occupation, profession, business, trade or other nonresidential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon.

WHEREAS it is the typical intent of such a restriction is to prevent homeowners from operating a garage, or a store or other type of noisy or noxious business in a residential area; and

WHEREAS, in today's society, many people operate businesses from their home, unbeknownst to their neighbors, because the business is merely a computer or a desk and a telephone without traffic, noise, smell, or other evidence of anything that might disturb the peaceful nature of the neighborhood;

NOW, THEREFORE, in order to clarify their interpretation of Section 8.01 and establish bases for the enforcement of that Section, be it

RESOLVED, that a "gainful occupation, profession, business, trade or other nonresidential activity" as defined in Section 8.01 of the Declaration of Covenants and Restrictions for Greenbriar-Kingspark ("the Declaration") shall mean and refer to one in which the property or its occupants (1) receive customers, clients, patrons, or employees at the residential property or any part thereof (including the Garage or other Detached Structure); (2) produce, repair, and/or manufacture products, inventory, equipment, or supplies related to a non-residential activity; or (3) has signage or other advertisement or evidence of its business use posted on or outside the property or on the building Lot.

BE IT FURTHER RESOLVED, that using a Greenbriar-Kingspark address as a mailing address or business address or maintaining a home office that has no visible evidence of its existence to neighbors or passersby or having signage on any vehicle legally parked at such address that is used for regular, daily transportation shall not constitute using the property for a gainful occupation, profession, business, trade or other non-residential activity which violates the provisions of the Declaration.

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# Kingspark HOA

## Clubhouse Rental General Information

### Clubhouse-

- The clubhouse is located at 1501 Lincolnshire.
- The 1,500 square foot clubhouse
- Main tiled area of 30' x 40'
- Carpeted area of 15' x 27'
- Gas fireplace
- Two restrooms containing showers
- Kitchen area has a double sink, refrigerator and a microwave.
- Folding chairs and 6' tables are available in the storage area.
- It is decoratively furnished with a couch seating area, conference table (seating 10), and wooden table (seating 8).

### Rental Reservations-

- It is available for rent by adult homeowner's members only.
- A homeowner must be current with HOA dues to be able to rent to the clubhouse.
- Reservations must be for social functions and not commercial purposes. It cannot be used for activities designed for profit, activities emphasizing skills, and/or subjects suitable for business.
- Reservations can be made by calling (405) 691-6259 and leaving a message or emailing [greenbriarkingspark@cox.net](mailto:greenbriarkingspark@cox.net).

### Rental Fees -

- **\$50.00 CASH** deposit for the clubhouse keys and cleaning. The deposit is returned upon return of the keys and the completion of cleaning of the clubhouse. Cleaning procedures are provided at time of rental.
- **\$50.00 usage fee** it is charged to the homeowner's next HOA quarterly statement.

### Rental Details -

- The Clubhouse Key Coordinators will call the homeowner 1 - 2 days prior to a homeowners' rental and make arrangements for the deposit and the keys.
- Rental hours are 8 AM to 12 midnight.
- It is not available for rent on the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve, and New Year's Day.
- Reservations can be made 12 months prior to rental.
- Homeowner must be present during rental.
- Homeowner is responsible for the conduct of family members or guests using the clubhouse. They must ensure the protection of the facility and furnishings against vandalism and negligent damage.
- Homeowner is responsible for any damages and repairs.

### Clubhouse Cleaning-

- Cleaning check list is provided.
- Clean the clubhouse after rental/event returning it to its original condition. Failure to do so may result in forfeiture of deposit fee.
- There is not a clubhouse cleaning person. The condition the Clubhouse is left in after a rental is the condition the next rental will receive the clubhouse.
- Cleaning supplies are provided.



