

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BLUE QUAIL RIDGE 1ST ADDITION

BEING A PART OF THE SW $\frac{1}{4}$  OF SECTION 6-T13N-R3W, OF  
THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA

THIS DECLARATION made June \_\_\_\_\_, 1985, by BLUE QUAIL  
RIDGE COMPANY, LTD., an Oklahoma Limited Partnership, here-  
inafter referred to as "DECLARANT",

WITNESSETH:

WHEREAS, DECLARANT is of this date the owner of certain  
real property located in Oklahoma County, State of Oklahoma,  
as was made the subject of an Owner's Certificate and Dedic-  
ation of Blue Quail Ridge 1st Addition, a Plat recorded in  
Book 52 of Plats, at page 42, of the public records of Okla-  
homa County, Oklahoma; and

WHEREAS, the DECLARANT is the owner of certain property  
located in Oklahoma County, State of Oklahoma, more particu-  
larly as set forth on the Exhibit "A" attached hereto, which  
property will constitute the common area to be used and  
utilized for the purpose of the owners of all lots and blocks  
contained in Blue Quail Ridge 1st Addition, an Addition to  
Oklahoma City, Oklahoma, as recorded in Book 52 of Plats, at  
page 42, of the public records of Oklahoma County, Oklahoma;  
and

WHEREAS, DECLARANT desires to provide for the preserva-  
tions of the values and amenities in said Addition and the  
upkeep, maintenance, improvement and administration of the  
common area and its open areas, located or to be located and  
involving the area referred to in Exhibit "A", all improvements  
now existing and to establish an entity and agency for such  
purpose and, in addition, to collect and disburse the assess-  
ments and charges hereinafter created;

AND, WHEREAS, there will be incorporated under the laws  
of the State of Oklahoma, as a non-profit corporation, an  
entity to be known as Blue Quail Ridge 1st Addition Home Owners  
Association, Inc., a corporation, for the purpose of exercising  
the aforementioned functions:

NOW, THEREFORE, DECLARANT does declare that the property  
described in Exhibit "A" attached hereto, is and shall be  
held, sold, conveyed and occupied subject to the covenants,  
restrictions, dedications, easements, charges and liens  
(herein sometimes referred to as "covenants and restrictions")  
hereinafter set forth, all of which are for the purpose of  
enhancing and protecting the value, desirability and attractive-  
ness of the real property. These covenants and restrictions

shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### RESTRICTIONS

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

A. "Association" shall mean and refer to Blue Quail Ridge 1st Addition Home Owners Association, Inc., a corporation, to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain property described in Exhibit "A" and such additions thereto and other real property as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all walls, entrance garden walls, addition name signs and lighting located along the east side of the above Addition for the common use and enjoyment of members of the Association.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of all or any part of the properties with the exception of the common areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court circle, road, place, manor or terrace as shown on the recorded plat of Blue Quail Ridge 1st Addition.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

H. "Building Limit Line" shall mean the line so designated on the recorded plat of BLUE QUAIL RIDGE 1ST ADDITION.

I. "Split-Level Residence" shall mean a split level residence may be split from side-to-side, or front-to-rear, depending upon the direction of fall or slope for a particular lot. A front-to-rear split would normally appear to be a one-story home from the street or front view and

would appear to be a two-story home from the rear view and would have a two-level yard, the rear yard being lower than the front yard. A side-to-side split would normally be a multi-level structure on the left or right and a one-level or one-story on the opposite side.

J. "One and one-half Story" shall mean a one and one-half story home is distinguished by the fact that the second story portion does not fully cover the first story in area and may have separate roofs. Another typical distinguishing feature is a high-pitched roof typical of a period type home with projecting dormer windows for the upstairs rooms, normally bedrooms. Sometimes, there are one or more one-story wings projecting outward from the center or two-story section.

K. "Company" shall mean Blue Quail Ridge Company, Ltd., an Oklahoma Limited Partnership, herein referred to as "Company" shall have the final discretion and authority to grant waivers, determine frontages, setbacks, and exercise all other rights and authority herein granted, for the property, and its judgment and determination therein shall be final and binding on all parties.

L. "Person" shall mean individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

M. "Fences" shall mean the following where the context so indicates:

1. "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

2. "Common Area Fences" shall refer to any fence on a lot which is adjacent to, abuts or borders any Common Area.

3. "Association Fences" shall refer to any fence erected or placed on any Common Area.

4. "Public Fence" is any fence adjacent to, abutting upon, or bordering areas dedicated to the public.

N. "Developer" shall refer to Blue Quail Ridge Company, Ltd., an Oklahoma Limited Partnership, its successors and assigns.

O. "Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Lot, which is or may become a part of the properties, including contract sellers, but excluding those having

such interest merely as security for the performance of an obligation.

## ARTICLE II

### FUTURE INTENT

Section 1. Although this Declaration includes only the property described in Exhibit "A" hereof, it is the intention of the Declarant to cause additional Declarations to be filed with respect to additional property, which additional Declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as member of the Association and of additional Common Areas to be owned by the Association.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, Rules and Regulations, as from time to time established and/or amended, The Common Areas which will be owned by the Association, include other lands which are not included in this Plat.

Section 2. If, within fifteen (15) years of the date of the incorporation of the Association; the DECLARANT should develop additional lands within this area, such additional lands may be annexed to the said properties without the ascent of the Members.

## ARTICLE III

### PROPERTY SUBJECT TO THIS DECLARATION

The property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described in Exhibit "A" attached hereto.

## ARTICLE IV

### MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential lot covered by this Declaration and any future Declaration covering additional property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant

to and may not be separated from the ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

## ARTICLE V

### OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Should other Common Areas be developed in other additions, other than as contemplated herein, 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 assessed lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members; the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage said property and the rights of said mortgagee in said properties shall be subordinate to the rights of the Members hereunder.

D. The right of the Association, with the prior consent of the Developer, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

Section 3. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described in the plat of Blue Quail Ridge

1st Addition, referred to herein, to the Association, free and clear of all encumbrances and liens, when the number of lots sold in the platted development exceed 75% of the total number of lots in said plat.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of all Members of all classes. The Board of Directors of the Association may from time to time, establish rules and regulations governing the use of the Association's Common Area by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

## ARTICLES VI

### CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership, as follows:

#### Section 1. Voting Classes.

Class A. Class A Members shall be all those Owners of single-family residential lots with the exception of DECLARANT. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Living Unit Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV.

Section 2. Class Votes. Each class of members shall be entitled to one vote as a Class, only when the proposal to be voted on:

a. Provides for an increase in the annual assessment as to such Class, and which proposed assessment requires the approval by the Members of the Association pursuant to Article VII hereof;

b. Provides for special assessments for capital improvements to be assessed against the particular Class;

c. Provides for the merger, consolidation, liquidation or dissolution of the Association;

d. Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association.

e. Provides for the election of Directors of the Association in accordance with the By-Laws of the Association.

## ARTICLE VII.

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot, by acceptance of a deed therefor, whether or not shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as herein after provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer, the Association or any Owner. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment

a. Provides for an increase in the annual assessment as to such Class, and which proposed assessment requires the approval by the Members of the Association pursuant to Article VII hereof;

b. Provides for special assessments for capital improvements to be assessed against the particular Class;

c. Provides for the merger, consolidation, liquidation or dissolution of the Association;

d. Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association.

e. Provides for the election of Directors of the Association in accordance with the By-Laws of the Association.

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shall continue to be a charge and lien upon the last as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$150.00 per year
Class B	No assessment to be made at any time

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Membership, provided such increase does not exceed ten per cent (10%) of the then existing annual assessment.

B. Except as to Class B, from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established as hereinabove set forth, by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding two (2) years; provided, that any such charge as to any class shall have the assent of a majority of the Members of such Class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting setting out the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis for the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of current maintenance cost and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all Classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixture and personal property related thereto; provided that, any such assessment as to any Class shall have the assent of at least two-thirds (2/3rds) of the Members of such Class of Members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided, further, that the maximum amount of any special assessment which may be assessed against any Member of any Class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against each Member for the same year. No assessment to be made as to Class B Member.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Class of Members and may be collected on at least a yearly basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each Class of membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home or multi-family unit is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be lease or otherwise, within ten (10) days after a single-family home or any multi-family living unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the

amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property; and interest, to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

- a. All properties dedicated to and accepted by a local public authority,
- b. All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessments,
- c. No assessment on vacant lots.

## ARTICLE VIII

### RESTRICTIONS AND ENFORCEMENT RIGHTS

The restrictions herein set forth and as set forth in the Owners' Certificate and Restrictions to Blue Quail Ridge 1st Addition, to be filed shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said Lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

## ARTICLE IX

### RIGHT TO ASSIGN

The DECLARANT and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by the, and upon such assignment or conveyance being made, its assigns 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 those directly reserved by them or it in the instrument.

## ARTICLE X

### DURATION

All of the restrictions set forth herein shall continue and binding upon DECLARANT and Developer, and upon their successors and assigns, for a period of twenty-one years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the Owners of three-fourths of the Lots herein platted may, at the end of such twenty-one year term or at the end of any successive ten-year period thereafter, by a

written instrument signed by all of such persons, vacate or modify all or any part of this Declaration.

IN WITNESS WHEREOF, THE DECLARANT has set its hand and seal this \_\_\_\_\_ day of June, 1985.

BLUE QUAIL RIDGE COMPANY, LTD.,  
an Oklahoma Limited Partnership

BY: DALE E. TERRELL REVOCABLE  
LIVING TRUST

  
BY: DALE E. TERRELL, TRUSTEE

GENERAL PARTNER

ACKNOWLEDGMENT

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA    )

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 1985, personally appeared Dale E. Terrell to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument DALE E. TERRELL REVOCABLE LIVING TRUST, an Oklahoma Trust, as Trustee, and acknowledged to me that the executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such trust, as General Partner, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

EXHIBIT "A"

All walls, entrance garden walls, addition name signs and lighting, located along the east side of Blue Quail Ridge 1st Addition to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof.