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Cleveland County, OK

Rec. & Ret. to:
American Eagle Title Group
421 NW 13th St, Suite 320
Oklahoma City, OK 73103

**SUPPLEMENTAL DECLARATION AND DECLARATION OF AMENDED
RESTRICTIONS FOR WILLIAMSON FARMS ALL SECTION TO OKLAHOMA
CITY, OKLAHOMA, CLEVELAND COUNTY, OKLAHOMA, a part of the
NW/4, the NE/4, and the N/2 of the SE/4, Section 15, T-10-N,R-4-W,
IM**

This SUPPLEMENTAL DECLARATION AND DECLARATION OF AMENDED RESTRICTIONS FOR WILLIAMSON FARMS SECTION 8 TO OKLAHOMA CITY, OKLAHOMA (this "Supplemental Declaration") is made and entered into by Williamson Farms, L.L.C., an Oklahoma Limited Liability company (the "Declarant").

WITNESSETH

WHEREAS, on February 13, 2007, Declarant filed that certain Declaration of Covenants and Restrictions for Williamson Farms Homeowners Association (The "Original Declaration") which was recorded in Book 4298, Pages 1-76, in the office of the County Clerk, Cleveland County, Oklahoma (the "Official Records"); and

WHEREAS, on March 23, 2007, Declarant filed that certain Amendments to the Owners Certificate and Restrictions for Williamson Farms Addition to the City of Oklahoma City, Cleveland County, Oklahoma (the "Amendment to the Original Declaration"), which were recorded in Book 4314, Pages 975 through 979, in the Official Records (the Original Declaration and the Amendment to the Original Declaration are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, on November 4, 2011, Declarant filed that certain Supplemental Declaration and Declaration of Amended Restrictions for Williamson Farms Sections 2 and 3 to Oklahoma City, Oklahoma ("Amended Restrictions") which was recorded in Book 4917, Pages 1077-1084, in the office of the County Clerk, Cleveland County, Oklahoma; and

WHEREAS, on May 10, 2013, Declarant filed that certain Supplemental Declaration and Declaration of Amended Restrictions for Williamson Farms Sections 4 and 5 to Oklahoma City, Oklahoma ("Amended Restrictions") which was recorded in Book 5153, Pages 63-66, in the office of the County Clerk, Cleveland County, Oklahoma; and

WHEREAS, on July 22, 2015, Declarant filed that certain Supplemental Declaration and Declaration of Amended Restrictions for Williamson Farms Section 6 ("The Reserve at Williamson Farms") to Oklahoma City, Oklahoma ("Amended Restrictions") which was recorded in Book 5445, Pages 1511-1516, in the office of the County Clerk, Cleveland County, Oklahoma; and

WHEREAS, on August 10, 2015, Declarant filed that certain Supplemental Declaration and Declaration of Amended Restrictions for Williamson Farms Sections 7 and 9 to Oklahoma City, Oklahoma ("Amended Restrictions") which was recorded in Book RB 5453, Pages 262-265, in the office of the County Clerk, Cleveland County, Oklahoma; and

WHEREAS, on October 28, 2015, Declarant filed that certain Supplemental Declaration and Declaration of Amended Restrictions for Williamson Farms Section 8 to Oklahoma City, Oklahoma ("Amended Restrictions") which was recorded in Book RB 5481, Pages 0664-0667, in the office of the County Clerk, Cleveland County, Oklahoma; and

WHEREAS, on October 30, 2015, Declarant filed that certain Supplemental Declaration and Declaration of Amended Restrictions for Williamson Farms Section 10 to Oklahoma City, Oklahoma ("Amended Restrictions") which was recorded in Book RB 5481, Pages 1079-1082, in the office of the County Clerk, Cleveland County, Oklahoma; and

WHEREAS, pursuant to the provisions of Section 5.3 (Basis and Maximum of Annual Assessments) and Section 5.5 (Change in Basis and Maximum of Annual Assessments) of the Original Declaration, the Williamson Farms HOA held a vote on March 11, 2017 to approve the **Change in Maximum Annual Assessment** and a quorum of qualified members voted and the change passed with a 89.2% majority and the execution of a supplemental declaration to be recorded on the Official Records; and

WHEREAS, The Williamson Farms HOA pursuant to the provision of Section 6.62 (Amendment to Covenants) held a vote on March 11, 2017 to add the attached **Schedule of Penalties** and a quorum of qualified members voted and the change passed with a 94.3% majority and the execution of a supplemental declaration to be recorded on the Official Records; and

WHEREAS, The Williamson Farms HOA pursuant to the provision of Section 6.62 (Amendment to Covenants) held a vote on March 11, 2017 to make the attached changes to the **Design Guidelines** and a quorum of qualified members voted and the change passed with a 94.7% majority and the execution of a supplemental declaration to be recorded on the Official Records; and

NOW, THEREFORE, The Williamson Farms HOA makes the attached **Change In Maximum Annual Assessment, Schedule of Penalties** and change in the **Design Guidelines** as supplemental declarations to be recorded on the Official Records;

Except as set forth herein, all other covenants, conditions, restrictions, terms, conditions and provisions of the Declaration and the Design Guidelines shall remain in full force and effect, fully and completely to the Subject Property.

Signature page to follow

Williamson Farms HOA Schedule of Penalties

The Williamson Farms Homeowner's Association has established the following Enforcement Policy for CC&R, By-Law, and/or ARC Regulations violations, enforcement, and any applicable monetary penalties for continued violations. This policy will be deemed part of the ARC Regulations and it subject to amendment or modification at any time by majority vote of the Board of Managers.

First Notice:

A Warning Letter will be delivered to the Owner of the property via US Postal Service as Certified with Return Receipt outlining the violation and, if appropriate, given a timeframe for compliance.

** In the event the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address and will apply for all compliant notices.*

Second Notice:

A letter will be delivered to the Owner of the property via US Postal Service as Certified with Return Receipt addressing the failure to comply including a fee assessed and timeframe of 30 calendar days, unless otherwise stated, to become compliant.

Subsequent Notice(s)

A letter will be delivered monthly up the max amount set forth in the Violation Fine Schedule to the Owner of the property via US Postal Service as Certified with Return Receipt including a fee assessed and timeframe of 30 calendar days, unless otherwise stated, to become compliant.

Final Notice:

Should the Owner not comply the Board of Managers will secure a vote with the majority to determine if additional action to be taken.

Williamson Farms Homeowner's Association reserves its right to file with the County Court a lien against the property in violation including all assessed fees along with penalties and interest up to \$1,500. A formal letter indicating proceedings will be mailed via US Postal Service as Certified with Return Receipt.

Assessment of Initial Monetary Penalty:

The Association will assess a monetary penalty according to the Fine Schedule if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has been repeated within the time frame of the First Notice. Will be sent via certified mail.

Assessment of Additional Monetary Penalties:

After the imposition of the Initial Penalty, additional penalties may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Additional monetary penalties will be imposed after inspections have been conducted to coincide with the terms of the notices.

Should a period of the at least one year to date lapse between First Notice letter of the same offense, the next letter will be a First Notice again.

Exception of Notice Procedure:

Violations posing a threat to the health, safety, and/or welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions.

Right to Self-Help:

The Williamson Farms Homeowner's Association has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association from the Association. The Association may seek to recover reasonable attorney fees and court costs associated with any penalties or damages assessed.

Opportunity to be Heard:

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R, By-Laws, or ARC Regulations, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. If the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

Williamson Farms Homeowner's Association
Schedule of Penalties

1. Property alterations and/or improvements made without ARC approval:
 - a. First Notice: Warning Letter (10 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$50 fee (30 day compliance unless otherwise stated)
 - c. All subsequent notices for same violation: \$100 (monthly up to six months unless otherwise stated)
 - d. Final: Lien may be filed with the County Court at the expense of the Owner up to \$1,500.

2. Repair and upkeep of property:
 - a. First Notice: Warning letter (10 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$50 fee (30 day compliance unless otherwise stated)
 - c. All subsequent notices for same violation: \$100 (monthly up to six months unless otherwise stated)
 - d. Final: Lien may be filed with the County Court at the expense of the Owner

3. Unmoved Vehicle in excess of 3 days (including, but not limited to, storing any recreational vehicles, trailer, commercial vehicles, boats, motorcycles, or unlicensed or non-operational vehicles, parking on the paved and unpaved surfaces):
 - a. First Notice: Warning letter (10 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$150 fee (30 day compliance unless otherwise stated)
 - c. All subsequent notices for same violation: \$300 (monthly up to six months unless otherwise stated)
 - d. Final: Lien may be filed with the County Court at the expense of the Owner

4. Garbage cans improperly stored:
 - a. First Notice: Warning letter (7 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$25 fee (30 day compliance unless otherwise stated)
 - c. All subsequent notices for same violation: \$50 (monthly up to six months unless otherwise stated)
 - d. Final: Lien may be filed with the County Court at the expense of the Owner

5. Unauthorized signs placed on a homeowner's property or on common area without prior approval within the Williamson Farms HOA (including real estate signs):
 - a. First Notice: Warning letter (10 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$25 fee (30 day compliance unless otherwise stated)
 - c. All subsequent notices for same violation: \$50 (monthly up to six months unless otherwise stated)
 - d. Final: Lien may be filed with the County Court at the expense of the Owner

6. Any other violation not specifically listed above; yet violates the Covenants and Bylaws of Williamson Farms is subject to a flat \$25 fine per offense. Should the offense continue beyond the time set forth in the letter; a lien may be filed with the County Court at the expense of the Owner.

SUPPLEMENTAL DECLARATION AND DECLARATION OF AMENDED RESTRICIONS
FOR WILLIAMSON FARMS ADDITION 2017

AMENDED AND SUPPLEMENTAL DESIGN GUIDELINES FOR WILLIAMSON FARMS

ALL CHANGES ARE **bold and underlined**

III Design Standards

A. Accessory Building: Owners shall secure review approval prior to construction of any accessory building including sheds or permanently installed playhouses. A detached garage is not considered an accessory building and its construction shall require reviewer approval on a case-by-case basis.

Accessory buildings shall meet the following criteria:

1. An Accessory building must be the same color, material and architectural style as the main residence or of color, material and style that is generally recognized as complementary to that of the main residence. An accessory building's roofing materials shall match those of the main residence. Accessory buildings shall be no larger than 10 feet by 10 feet. Vinyl and metal siding is prohibited.

2. Any utilities servicing accessory buildings shall be installed underground.

3. Accessory buildings generally shall be located in the rear one third of the yard, shall conform to the side and rear yard setbacks required pursuant to City of Oklahoma City ordinances, shall not unreasonably obstruct any adjacent neighbor's views and must be screened by a fence.

4. We recognize that new products become available each year and some pre-made storage buildings may be acceptable, but **MUST** be submitted for review before it is place on home site.

5. Sheds of larger size than determined in the Covenants as well as styles stated in the Covenants may be approved by the ARC Committee. This must be done prior to any installation.

D. Antennae: Except for satellite receivers as set forth herein, antennae, radio towers, or other apparatus for sending or receiving communications signals are prohibited. Notwithstanding the foregoing, Homes may be wired for cable television and other communications in accordance with standards approved by the Reviewer for Williamson Farms. **NO Satellite receiver/dish may be placed on the front of the house unless it is the only and best place to receive the signal.**

Y. **Basketball goals, portable and permanent, shall be located between the city sidewalk and the house. Goals may not be attached or fixed to the structure of the house.** Goals shall not be located adjacent to property lines if such will interfere with a neighbor's living area(s), landscaping and vehicles. No approval is required for the installation of play and sports equipment so long as the equipment is not taller than 7 feet. Owner shall exercise consideration toward neighbors. Any such equipment shall be set back a reasonable distance from adjacent property so as to avoid disturbance of neighbors and shall not obstruct neighbor's views. Tree houses are prohibited.

EXHIBIT "C" DWELLING SIZE AND DESIGN REQUIREMENTS

Manor:

Remove overhead garage door trim requirement to read as: All overhead garage doors **must have wood or other trim added and shall not have** plain panel steel doors.

Schedule "A" IV Landscaping and site Standards

C. Fences: No fences may extend beyond the front face of the exterior wall that contains the primary Home's front entrance. Any fences whether constructed by the Owner or the Builder, shall be well repaired and maintained consistent with the Community Wide Standard. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense within a reasonable time. ~~Fences along a common area must be constructed of 4' black wrought iron fencing.~~ **Fences along a common area must be either black wrought iron or black powder coated aluminum and must be 4' high. All deviations must be approved prior to installation by the ARC Committee.** All other fences shall be constructed of 6' wood pickets with the rails on the inside. Wood fences may be stained with a cedar tint, however, no painted fences will be allowed. Any fence other than 6' wood must be approved by reviewer prior to construction. The Declarant Review Period, shall have the authority from time to time to revise or eliminate the list of pre-approved fence types and/or fence materials set forth in this Section.

Article 7 Officers and Duties

7.1 Enumeration and Term.

The officers shall be elected ~~annually~~ by the Board ~~and each shall hold office for one (1) year and renewed two (2) years~~ unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

Amendment Schedule "B"

KK. Vehicle Parking and Storage: Parking Violations in excess of three (3) days (including, but not limited to, storing any recreational vehicles, commercial vehicles, boats, motorcycles, or unlicensed or non-operational vehicles, parking on the unpaved surfaces) will be subject to a fine as listed on the "Schedule of Penalties" attached hereto.

Boats, RVs, Campers, off-road vehicles and racing vehicles are not allowed to be parked on the driveway of a house or in the street for more than three (3) days.

Non-Operational vehicles are not allowed to be stored in the street or driveway.

All Trailers must be stored behind the fence or in the garage of a home.

Each house will be allowed to park one (1) operational vehicle in the street overnight.

No Vehicle, Boat, RV, Camper, Off-road vehicle, racing vehicle may be parked in the front yard (dirt or grass of a house).

CHANGE IN MAXIMUM OF ANNUAL ASSESSMENT

ALL SECTIONS

5.3 Basis and Maximum of Annual Assessments. For the year beginning January 1, 2007, the annual maintenance assessment for each lot shall not exceed: three hundred fifty dollars (\$350) for each "Villa" Lot; four hundred dollars (\$400) for each "Estate" Lot; and four hundred fifty dollars (\$450) for each "Manor" Lot. From and after January 1, 2008, 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 great amount.

The Annual HOA dues will increase 10% beginning January 2017. The following will be the HOA dues for each section. All are based on a calendar year and include the 10% increase.

Reserves: seven hundred fifteen dollars (\$715)

Manor: four hundred ninety-five dollars (\$495)

Estate: four hundred forty dollars (\$440)

Villa: three hundred eighty-five dollars (\$385)