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FOR THE RECORDER

**AMENDMENT TO THE DECLARATION OF CONDITIONS, RESTRICTIONS,
COVENANTS, AND EASEMENTS FOR LONE OAK CREEK ADDITION TO THE
CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA ACCORDING
TO THE RECORDED PLAT THERETO**

WHEREAS, the Declaration of Conditions, Restrictions, Covenants and Easements for Lone Oak Creek is on file within the Oklahoma County Clerk's office at Book 10275, Page 1093, as amended (the "Original Declaration") for the residential community located in the City of Oklahoma City, Oklahoma County, Oklahoma (the "Addition"). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

WHEREAS, the undersigned owners desire to amend the Declaration as provided herein, and this Amendment is made effective as of the date of filing by a sufficient percentage of the undersigned Lot Owners whose ballots are attached hereto.

NOW THEREFORE, the following amendments to the Declaration are 1) adopted by the Owners; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners and Lots; 4) deemed reasonable in both procedure and substance by the Owners; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Owner, and 6) may be enforced by Lone Oak Creek Homeowners Association, Inc. (the "Association") and the Lot Owners. The Declaration as described above is hereby amended in the following manner:

AMENDMENT. A new Article 8, Section 3 is added:

8.3 Use and Occupancy. No business, trade, or commercial activity, including but not limited to short-term rentals, hotel and motel uses, and day-cares, shall be conducted upon any Lot, provided however those home-based business activities having no external indicia of commercial activity shall be permitted.

Subsequent to the filing date of this Amendment, all Lots shall be Owner-occupied for the first twelve (12) consecutive months after each transfer of title to such Lot. "Owner-occupied" shall mean a Lot whose occupants are the Owner, the Owner's family by blood, marriage, or adoption within the second degree of consanguinity (e.g., parents, children, grandchildren or spouse) who occupy the Lot without the payment of rent. This Section shall not apply to a purchase money lender taking title to a Lot due to foreclosure. For entity Owners such as a corporation or limited liability company, the Owner occupant shall be the majority owner, if any, of such entity.

Unless otherwise provided, as required by the operation of law, or as may be required by any so called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot may be rented, leased, let or licensed for less than twelve (12) consecutive months subsequent to the filing date of this Amendment. All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, the Association's Articles of Incorporation, Bylaws and the rules. Only an entire Lot may be leased or rented, not any portions thereof. Any failure of a lessee or renter to comply with the terms of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or rules, shall be a default under the lease, enforceable by the Association, with each Owner leasing their Lot granting hereby the Association a limited power of attorney for such purpose. Not considering those leases in effect at the time this Amendment is adopted, no more than ten percent (10%) of the Lots within the Addition may be leased at any one time, the right to lease being rotated on a first come, first served basis administered by the Association Board according to reasonable rulemaking.

NEW SECTION: A new Article 6, Section 9 of the Declaration is hereby added with the following:

Section 6.9. Specific Assessments.

The Association shall have the power to levy reasonable specific assessments ("Specific Assessments") against a particular Lot, Owner, occupants and guests for violations of the requirements set out within the Declaration including rules adopted by the Board (the amount of the Specific Assessment to be established by the Association Board), to cover costs incurred in bringing a Lot into compliance with the Declaration, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors employees, licensees, invitees, or guest, including any claims, expenses, and damages relative thereto and indemnification claims, damages, and expenses, or pursuant to a schedule of fines adopted by the Association Board for violations of the Declaration, Bylaws, and rules; provided, the Association Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Section. Specific Assessments may be collected by the Association in like manner as other assessments under this Declaration.

IN WITNESS WHEREOF, the undersigned Lot Owners have caused this instrument to be executed to be effective the date of recording as reflected by their attached signature pages, which is also approved by the Association Board as reflected by their signatures below.


 President Brandon Jackson

 Vice President

Mary J. Boken
Secretary

Deborah M. Hies
Treasurer

Kurt Hill
Board Member at Large