

**GREENBRIAR  
KINGSRIDGE  
HOMEOWNERS ASSOCIATION**

**Manual**

**GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

**ROSTER INFORMATION**

**Date:** \_\_\_\_\_

**NAMES:**

**Husband** \_\_\_\_\_

**Wife** \_\_\_\_\_

**HOME ADDRESS:**

**Street** \_\_\_\_\_

**City, State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**LOT** \_\_\_\_\_ **BLOCK** \_\_\_\_\_

**IN CASE OF EMERGENCY, PLEASE NOTIFY:**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Telephone** \_\_\_\_\_

*Please complete this form and return it to the  
GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION office at  
P.O. Box 891381, OKC, OK 73189*

## **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

Dear Greenbriar Kingsridge Homeowner:

Welcome to Greenbriar Kingsridge.

The attached reference material has been prepared to assist you in becoming acquainted with Greenbriar and your Greenbriar Kingsridge Homeowners Association.

1. **DECLARATION OF COVENANTS AND RESTRICTIONS:** The filed legal document establishing Greenbriar Kingsridge as a subdivision, and spelling out in detail such items as 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 call your attention to Article 2, Section 1 — Review on page 4.
2. **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION BY-LAWS:** The Greenbriar Kingsridge 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.
3. **DIRECTORS AND OFFICERS:** A list of the present Board of Directors and Officers of the Kingsridge Homeowners Association.
4. **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, mailing information, installation of mailboxes, architectural approval for fences and modifications to the residences, special notices, etc.
5. **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION ROSTER:** A list of all the homeowners in Greenbriar Kingsridge. This list will be periodically updated as new residents move into Kingsridge.

After looking over the attached information, if you have any questions or need additional information, please give us a call at 691-3305.

Finally, please complete and return the enclosed form entitled "Roster Information." This information is used by the Homeowners Association for maintaining the Homeowner's roster and for contacting you in the event of unforeseen emergencies.

Very truly yours,

**GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

# GREENBRIAR KINGSRIDGE HOMEOWNERS' ASSOCIATION

## *INTRODUCTION TO GREENBRIAR KINGSRIDGE*

**Ownership:** When you buy a home in Greenbriar Kingsridge, you automatically become a member of the Homeowners' Association which is incorporated under state law. Your Homeowners' Association manages and maintains the center island, cul-de-sacs and the entryways into Kingsridge. The Homeowners' Association also performs other functions as directed by you, the homeowner.

**Operation of the Homeowners' Association:** Greenbriar Kingsridge Homeowners' Association is governed by a nine (9) member Board of Directors elected by the owners of lots in Kingsridge. Day-to-day operations are conducted by a management organization under the supervision of the Board. Each lot has one vote to elect members of the Board of Directors who are elected to staggered terms of office. There are presently three committees whose functions are generally outlined as follows:

**Nominating Committee** - annually nominates candidates for the expiring terms of the Board of Directors.

**Maintenance Committee** - advises the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the center island, cul-de-sacs and entryways into Kingsridge. Subject to availability of funds, other services can be considered, such as miscellaneous cleanup, snow removal, etc.

**Architectural Committee** - has the duties and functions for architectural review and approval of all building activity and to advise the Board of Directors on such related activities which may adversely affect the residential value of the development.

**Homeowners' Association Fee:** The operating costs for the care and maintenance of the landscaped center island, cul-de-sacs, entryways and other services are collected from the lot owners of the Association. This cost or fee is called the homeowners' dues.

Each Kingsridge homeowner (as a member of the Association) pays a set annual fee payable on the first day of January. If the homeowner takes title to the property in the middle of the year, the dues will be prorated beginning with the month following initial occupancy or transfer of title, whichever is first. Current annual dues are set at \$118.00 and may not be raised more than 10% annually by the Board of Directors without 2/3 vote of the members.

**Architectural & Building Requirements:** The Architectural Committee is established by the Declaration of Covenants and Restrictions. Homeowners who are desiring to add fencing, outbuildings, modifications, additions or other alterations will need to submit drawings or sketches describing such work for prior approval by the Architectural Committee. The Committee will endeavor to accommodate such requests consistent with the objectives of the Covenants and Restrictions as quickly as possible. We will be pleased to meet with any homeowner or assist him

in any way possible. See Article V, Sections 1 and 2 (pages 5 through 7), of the Covenants for detailed building requirements and restrictions.

**General Restrictions:** Article III Section 3 (pages 8-10) of the Covenants list a series of general restrictions intended to promote "pride of ownership" and help preserve the property values of all Greenbriar Kingsridge homeowners.

**Meetings of Members:** The regular meeting of the Greenbriar Kingsridge Homeowners' Association is held the second Tuesday of the even months of each year at 7:00 p.m. We invite your active participation in the Homeowners' Association. 6

For additional information about your Greenbriar Kingsridge Homeowners' Association, plat restrictions and building requirements, please refer to the Declaration of Covenants and Restrictions and the By-Laws for the Greenbriar Kingsridge Homeowners' Association or give us a call at the Kingsridge office - 691-3305.

**GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**GREENBRIAR KINGSRIDGE**

*Filed in the Office of the County Clerk of Cleveland County,  
Oklahoma, on May 20, 1983, in Book 1428, Page 364 and  
including changes thereto made by Amendment dated  
September 13, 1983, and filed in the Office of the County Clerk  
of Cleveland County, Oklahoma, on September 15, 1983, in  
Book 1502, Page 251*

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# **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by GREENBRIAR MANAGEMENT CORPORATION, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Oklahoma City, County of Cleveland, State of Oklahoma, which is more particularly described as:

Greenbriar Kingsridge, a subdivision of part of the Northwest Quarter (NW ¼) of Section 8, Township 10 North, Range 3 West, I.M., as shown on the recorded plat thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

### **ARTICLE I**

#### **DEFINITIONS**

Section 1 "Association" shall mean and refer to Greenbriar Kingsridge Homeowners' Association, its successors and assigns.

Section 2 "Owner" shall mean and refer to the record Owner, whether one or more person(s) or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5 "Declarant" shall mean and refer to GREENBRIAR MANAGEMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

# GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1     Membership     Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2     Voting Rights     The Association shall have two classes of voting Membership:

Class A     The Class A Member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B     The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a)     when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or
- (b)     on September 30, 1993.

## ARTICLE III

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1     Creation of the Lien and Personal Obligation of Assessments     The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to Covenant and agree to pay to the Association annual assessments or charges, and such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

## **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

**Section 2 Purpose of Assessments** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the landscaped areas of public rights-of-way located within the platted boundaries of the properties.

**Section 3 MAXIMUM Annual Assessment** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot.

- (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 each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.
- (b) 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 above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4 Notice and Quorum for Action Authorized Under Section 3** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 5 Uniform Rate of Assessment** Annual assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or more frequently as determined by the Board of Directors.

**Section 6 Date of Commencement of Annual Assessments: Due Dates** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following acceptance of dedication of the street right-of-way by the City of Oklahoma City. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the

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Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 7**     **Effect of Nonpayment of Assessments: Remedies of the Association**  
Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

**Section 8**     **Subordination of the Lien to Mortgages** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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.

### **ARTICLE IV**

#### **ARCHITECTURAL CONTROL**

**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", which shall, as used herein, mean either (a) the Declarant, so long as Class B Membership exists, 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 (3) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.

**Section 2**     **Fees** No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 1 or for any waiver or consent provided for herein.

**Section 3**     **Proceeding With Work** Upon receipt of approval as provided in Section 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 (1) year from the

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date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

## ARTICLE V

### LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

**Section 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 (1) or more Lots or one (1) 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 (1) 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 2**     Building Restrictions

- (a)     Minimum Residence Size     No residence which contains less than 1800 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.
- (b)     Maximum Residence Height     No residence which contains more than two (2) 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 1400 square feet.
- (c)     Materials     The principal exterior material on 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 may be of wood shingles or shakes; slate, clay or concrete tile; built-up with stone covering; or "approved" composition shingles. "Approved" composition shingles shall be limited to those which carry a UL Class "A" fire rating, UL wind resistance rating against winds up to 60 MPH, and a manufacturer's limited warranty for not less than twenty five (25) years.
- (d)     Foundations     Foundations shall be designed so as to prohibit exposure of formed concrete above natural grade.

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- (e) Garages Garages or carports must be at least two (2) cars wide and may be attached to, detached from or built within a residence.
- (f) 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 two (2) 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.
- (g) Signs, Billboards, and Detached Structures No signs or billboards will be permitted 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 Declarant.

No detached structures shall be allowed on any Lot 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 (1) story in height.

For the purpose of this restriction, small tool or storage sheds of less than 121 square foot floor area and 6 foot 6 inch eave height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence.

- (h) 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.
- (i) Moving Existing Buildings Onto a Lot Prohibited No existing, erected house or detached structure may be moved onto any Lot from another location.
- (j) 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

## **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

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.

- (k) **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 require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.
- (l) **Sidewalks** Sidewalks shall be constructed on each Lot abutting Kingsridge Drive concurrently with the construction of the residence thereon, within the street right-of-way, adjacent to all property lines paralleling Kingsridge Drive, and extending from the interior property line to the intersecting street curb. Sidewalk construction shall be in accordance with specification of applicable codes and ordinances adopted by the City of Oklahoma City.

### **Section 3      General Restrictions**

- (a) **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 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.
- (b) **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.
- (c) **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

## **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

annual maintenance assessments have by then commenced, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments.

- (d) **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.
- (e) **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.
- (f) **Boats, Trailers and Vehicles: Temporary Residences** Boats, trailers, motor homes, or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind the front or side building limit lines and concealed behind an approved 6-foot high sight-proof fence. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks, are prohibited.

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. No garage or outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

- (g) **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 overhand or otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.
- (h) **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.
- (i) **Garbage, Trash Containers and Collections** All garbage so disposable shall be disposed of in a kitchen sink appliance installed for the 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 streets or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.



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- (j) **Clothes Drying Facilities** No outside clothes drying or airing facility shall be visible from streets or neighboring property.
- (k) **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.
- (l) **Fences** Fences may be erected along rear property lines, side Lot lines on interior Lots, and on or behind front building limit line or side building limit line abutting the side street or a corner Lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Masonry, stone, or brick fences may be approved subject to Architectural Committee approval.

**Section 4** **Variances** As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article 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.

### **ARTICLE VI**

#### **GENERAL PROVISIONS**

**Section 1** **Enforcement** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

**Section 2** **Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**Section 3** **Amendment** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventh-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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**Section 4**     **Additions to Existing Property**     Additional lands may become subject to this Declaration in the following manner:

- (a)     **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 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.

- (b)     **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 4(a) hereof.
- (c)     **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 or 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.

**GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

**BY-LAWS OF  
GREENBRIAR KINGSRIDGE  
HOMEOWNERS' ASSOCIATION**

STATE OF OKLAHOMA  
CLEVELAND COUNTY  
FILED OR RECORDED

1984 APR 19 PM 2:27

BELLE JEAN GATEWOOD  
COUNTY CLERK

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is Greenbriar Kingsridge Homeowners' Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 11101 Greenbriar Chase, Oklahoma City, Oklahoma 73170, but meetings of members and directors may be held at such places within the State of Oklahoma, County of Cleveland, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1** "Association" shall mean and refer to Greenbriar Kingsridge Homeowners' Association, its successors and assigns.

**Section 2** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 4** "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5** "Declarant" shall mean and refer to Greenbriar Management Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 6** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk, Cleveland County, Oklahoma.

**Section 7** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

# GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION

## ARTICLE III

### MEETING OF THE MEMBERS

Section 1     Annual Meetings The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2     Special Meetings Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3     Notice of Meetings Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4     Quorum 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 except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5     Proxies At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1     Number The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2     Term of Office At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years,

## **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

and three (3) Directors for a term of three (3) years; and, at each annual meeting thereafter, the members shall elect three (3) Directors for a term of three (3) years.

**Section 3**     **Removal** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

**Section 4**     **Compensation** No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**Section 5**     **Action Taken Without a Meeting** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

### **ARTICLE V**

#### **NOMINATION AND ELECTION OF DIRECTORS**

**Section 1**     **Nomination** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) 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 annual meeting. 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.

### **ARTICLE VI**

#### **MEETINGS OF DIRECTORS**

**Section 1**     **Powers** The Board of Directors shall have power to:

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

## **GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION**

- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;**
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and**
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.**

### **Section 2     Duties It shall be the duty of the Board of Directors to:**

- (a) 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 statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;**
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;**
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;**
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and**
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.****
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;**
- (e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;**
- (f) cause landscaped areas of public street rights-of-way within the recorded plat to be maintained.**

# GREENBRIAR KINGSRIDGE HOMEOWNERS ASSOCIATION

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

**Section 1**     Enumeration of Offices   The officers of this Association shall be a President and Vice-president, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2**     Election of Officers   The election of officers shall take place at the 1<sup>st</sup> meeting of the Board of Directors following each annual meeting of the members.

**Section 3**     Term   The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4**     Special Appointments   The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

**Section 5**     Resignation and Removal   Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6**     Vacancies   A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7**     Multiple Offices   The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8**     Duties   The duties of the officers are as follows:

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

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