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Doc # R2024-20105 BT: RB B: 6693 P: 1404 RT  
07/30/2024 02:11:34 PM Pages: 140

Cleveland County Clerk, OK - Pam Howlett  
Fee: \$ 296.00



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WARWICK ADDITION, A RESIDENTIAL ADDITION TO THE CITY OF  
NORMAN, OKLAHOMA

This Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Amended and Restated Declaration") is made and entered into as of 30 July, 2024 ("Effective Date"), by the undersigned owners {"Owners"} of lots within the various Sections of Warwick Addition, whose signatures below signify their agreement to and approval of the covenants, conditions, and restrictions contained in this Amended and Restated Declaration.

**WHEREAS**, Warwick Addition is comprised of that certain real property situated in Norman, Cleveland County, Oklahoma, more particularly described on **Exhibit "A"** attached to this Amended Declaration, hereinafter "Property."

**WHEREAS**, the following were executed and have previously pertained to various portions of the Property as identified therein and as recorded in the Office of the Cleveland County Clerk and hereinafter collectively referred to as "Prior Covenants":

- Warwick Addition, Inc. executed the Declaration of Covenants, Conditions and Restrictions for Warwick Addition (Section 1) on February 27, 1987, and recorded at Book 2019, Page 669;
- Sterling, Inc. executed Owner's Certificate, Dedication and Reservations for Warwick Addition Section 2 on July 16, 1993, and recorded at Book 2464, Page 296;
- Sterling, Inc. executed the Declaration of Property Owners Association for Warwick Addition Section 2 on July 16, 1993, and recorded at Book 2464, Page 304;
- Sterling, Inc. executed Owner's Certificate, Dedication and Reservations on October 10, 1995, covering Warwick Addition Section 3 and recorded at Book 2674, Page 121;
- Sterling, Inc. executed Supplementary Declaration on October 10, 1995 and recorded at Book 2674, Page 128.
- Heritage Fine Homes, Inc. executed Owner's Certificate, Dedication and Reservations on February 22, 1999 covering Warwick Addition Section 4 and recorded at Book 3034, Page 392;
- Heritage Fine Homes, Inc. executed a Supplementary Declaration February 22, 1999 and recorded at Book 3034, 390;

- Heritage Fine Homes, Inc. executed Owner's Certificate, Dedication and Reservations on March 28, 2002, covering Warwick Addition Section 7 and recorded at Book 3402, Page 1207;
- Warwick Swim Club, Inc. executed Amendment of Declaration of Covenants, Conditions and Restrictions for Warwick Addition on July 18, 2006, revising the Declaration of Covenants, Conditions and Restrictions as recorded at Book 4219, Page 180;
- Heritage Fine Homes Investments, LLC on June 9, 2023, executed Fence Restrictive Covenant recorded at Book 6558, Page 1419;
- And any other Covenants, Conditions, Restrictions or Declarations appearing in the Office of the Cleveland County Clerk and indexed against Warwick Addition inadvertently omitted above.

**WHEREAS**, The Board of Directors of Warwick Swim Club, Inc. (the home owners' association ("HOA")) for Warwick Addition has proposed approval and adoption of this Amended and Restated Declaration pursuant to the terms and conditions outlined in the "Prior Covenants", as further affected and controlled by 11 O.S. §42-106.1, which requires 60% or more of the Owners in each Section of Warwick Addition to approve this Amended and Restated Declaration.

**WHEREAS**, the HOA, pursuant to the Prior Covenants held a vote of the Members of Warwick Swim Club, Inc., which duly authorized to amend the Prior Covenants on **30 July, 2024**;

**WHEREAS**, pursuant to said vote, the required percentage of Members of the HOA approved and adopted this Amended and Restated Declaration and rescinded and revoked all Prior Covenants;

**NOW, THEREFORE**, the Owners hereby publish and declare that the Property described on Exhibit "A" hereto, together with all improvements thereon, is hereby subjected to the conditions, covenants and restrictions contained in this Amended and Restated Declaration. Effective as of the date and time this Amended and Restated Declaration is filed for record in the Office of the Cleveland County Clerk, all Prior Covenants shall be and are hereby rescinded and rendered of no further force or effect.

## SUMMARY OF TERMS

This page is offered as a summary of basic terms contained within this Amended and Restated Declaration. This is a non-exhaustive list, and all Members must read and abide by all the terms and conditions contained within this Amended and Restated Declaration.

Name of Addition:	Warwick Addition
Name of Association:	Warwick Swim Club, Inc., an Oklahoma non-profit corporation
HOA:	Warwick Swim Club, Inc.
HOA Notice Address:	c/o Aria Management Group, LLC 311 ON. Interstate Dr., Ste 120, Norman, OK 73072
Annual Assessment:	Currently assessed as \$385.00 in 2024.
Community Oversight:	Per this Amended and Restated Declaration, any plans for Property improvement and use, whether temporary or permanent, must be submitted and reviewed by the Community Oversight Team (COT) and recommended to the Board for approval before the commencement of work.

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## **ARTICLE 1 LEGAL DESCRIPTION**

Warwick Addition comprises the Lots within Warwick Addition (Section 1), Warwick Addition Section Two, Warwick Addition Section Three, Warwick Addition Section Four, and Warwick Addition Section 7, to the City of Norman, Oklahoma lying in a part of the SE/4 of Section 15, Township 9 North, Range 3 West, I.M., Cleveland County, Oklahoma according to the recorded plats thereof and hereinafter referred to as "Property" or Addition.

## **ARTICLE 2 ASSOCIATION**

The Property described above is platted as Warwick Addition and Warwick Swim Club, Inc. intends to maintain a community that provides for the typical upkeep of common areas and common area fences within the addition

## **ARTICLE 3 STATUS**

Whereas the Warwick Swim Club, Inc., is incorporated under the laws of the State of Oklahoma as a non-profit corporation to exercise the functions mentioned above. Warwick Swim Club, Inc. is administered by its Board of Directors, elected per the Warwick Swim Club Bylaws. The Board of Directors is now known as the Board as set forth in the By-Laws.

## **ARTICLE 4 PURPOSE**

The Board intends to maintain a community that provides for the construction, upkeep, repair, and maintenance of a swimming pool and cabana area and for the maintenance, upkeep, improvement, and administration of the community and its common areas and common area fences and all improvements now existing or hereafter erected thereon.

## **ARTICLE 5 CITY ORDINANCES**

The ordinances of the City of Norman apply to the properties, lots, owners, and residents of Warwick Addition unless otherwise further restricted in this Amended Declaration.

## **ARTICLE 6 DEFINITIONS**

- 6.1 Association** or HOA shall refer to WARWICK SWIM CLUB, INC., a non-profit corporation organized and existing under the laws of the State of Oklahoma. According to the Agreement of Merger entered as of January 1, 1996, between Warwick Property Owners Association, Inc., an Oklahoma corporation ("WAPOA"), and the Association, WAPOA merged into the Association, and the Association became the surviving entity.
- 6.2 Assessments** shall mean all assessments, costs, liabilities, fines, and common expenses that may be attributable to a specific Member in accordance with the terms of these Covenants. Assessments are levied on all Lots subject to assessment under Section 9 and fund Common Expenses for the general benefit of all Lots.
- 6.3 The Board of Directors or Board** is the body responsible for the administration of the Association, selected as provided in the By-laws or Amended and Restated

Declaration. Unless otherwise noted, any reference to the Board in this Amended and Restated Declaration means the Board of Directors of Warwick Swim Club, Inc.

- 6.4 By-laws** shall mean the revised By-Laws of the Association, which are or shall be adopted by a vote of members of at least fifty-one percent (51%) of the voting rights, present in person or by proxy of Warwick Addition, a complete copy of which is attached to this Amended and Restated Declaration as Exhibit "B".
- 6.5 Common Areas** shall mean all property described as:
- 6.5.1** A specific parcel of real property, together with a swimming pool and cabana area near or adjoining, is identified as Warwick Section 3, Block 1, Lot 1, and extends from said Lot to the adjacent public right of ways.
- 6.5.2** Each Member of the Association shall have the right and co-equal easement of enjoyment in the Common Areas, subject to compliance with this Covenant, the By-Laws, and Articles of Incorporation of the Association.
- 6.6** Areas where maintenance is provided by HOA:
- 6.6.1** The median located at the south entrance of Warwick Addition Section 1 and 3 extending northerly from Rock Creek Road along the median of Bishops Drive;
- 6.6.2** That area between the north boundary of Rock Creek Road and thence extending northerly to the South boundary line of Lots 6-14 in Warwick Section 1 and Lots 1-3 in Warwick Section 3.
- 6.6.3** All common area fences installed by the Association, whether on or adjacent to the above-mentioned public rights of way.
- 6.7 Common Expenses** – The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Members, including any reasonable reserve, as the Board may find necessary and appropriate under Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Areas.
- 6.8 Corner Lot** shall mean any Lot that abuts other than at its rear line upon more than one street and/or Common Area.
- 6.9 Detached Structure** shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, guest houses, domestic employee quarters, greenhouses, Accessory Units (ADU-Tiny Houses), etc., and any temporary structures.
- 6.10 Dwelling** shall mean one (1) single-family residence constructed on a Lot.
- 6.11 Fence** shall mean the following where the context so indicates:
- 6.12 Adjoining Fence** shall refer to two or more separate fences that adjoin each other and are Visible from Public View.

- 6.13 Governing Documents** is a collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws of the Association (By-Laws), the Articles of Incorporation of the Association (the Articles), the Use Restrictions and Rules (Covenants), and any design review guidelines promulgated as they may be amended in accordance with amendments to the Covenants described herein.
- 6.14 Lot or Property** shall refer to any lot shown upon the recorded subdivision map of all or any part of the Properties except for the Common Areas.
- 6.15 Members** shall refer to every person and/or entity who holds membership in the Association. Every person who is a record owner of a fee or undivided interest in a Lot in the Property shall be a Member of the Association.
- 6.16 New Construction** shall meet the building specifications outlined in Appendix A and serve as guidelines for modifying or replacing existing structures.
- 6.17 Notices** will be delivered based on the Member's explicit choice. They will be delivered in written form only, electronic form only, or both forms. These Notices are considered valid when delivered per the Member's choice. The Association's default Notice to Members will be in electronic format. Notices to Members fall into two categories:
- 6.17.1** Informational notices are updates such as monthly Association meetings, Assessments, Board minutes, newsletters, and monthly financial reports and they shall also be posted on the Managing Agent's Association website.
- 6.17.2** Actionable notices are specified in the Enforcement clauses in the By-Laws and Covenant. Electronic notices are sent with Read Receipt requested.
- 6.18 Owner** means one or more persons who hold the record title to any Lot, excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract of sale, and the contract specifically so provides the fee owner will be considered the Owner.
- 6.19 Person** means an individual, corporation, partnership, Association, trust, or other legal entity, or any combination thereof.
- 6.20 Prime Rate** shall mean the interest rate prescribed by the Federal Open Market Committee or its successor publication.
- 6.21 Special or Capital Assessment:** Type of Assessments as levied in accordance with Section 9.5.
- 6.22 Visible from Neighboring Property** shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.
- 6.23 Visible from the Street** shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any street right of way within or adjacent to the Property.

**6.24 Voting Rights** - Each Member shall be entitled to one vote for each lot in which it holds the interest required for membership. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast for any such Lot.

## **ARTICLE 7 COMMON AREAS**

**7.1 Rights** - Each member of the Association shall have the right and co-equal easement of enjoyment in the Association property, subject to compliance with this Amended and Restated Declaration, the By-Laws, as revised, and Articles of Incorporation of the Association.

### **7.2 Maintenance and Upkeep**

**7.2.1** The Association shall control, maintain, repair, manage, and improve the Common Areas provided in this Amended and Restated Declaration, the Articles of Incorporation, and By-Laws. In that regard, the Common Areas shall have a perpetual easement and right to enter upon such Association Property and individual Lot owners' Property for the repair, maintenance, and upkeep of the Common Areas. Such right and power of control and management shall be exclusive.

**7.2.2** The Board has the right and authority to develop Standard Operating Procedures as deemed necessary for the safety and security of the Association. This may include procedures governing the use of the Association's Common Areas.

**7.2.3** The Association shall always carry sufficient property liability, fire, and extended coverage insurance on the Association property and any improvements.

**7.2.4** The Board is responsible for ensuring the mowing and landscaping of the Common Areas, and professional third parties shall accomplish this.

## **ARTICLE 8 MEMBERSHIP**

**8.1 Mandatory Membership** - Lot owners are mandatory members of the Association and shall remain members during the period of lot ownership.

**8.2 Voting Rights** - Members shall have voting rights as enumerated in Definitions 6.24.

### **8.3 Protections of Owners**

**8.3.1** Similar Treatment - Similarly situated Owners shall be treated similarly, provided the COT and Land Use restrictions vary.

**8.3.2** Activities Within Dwellings - No rule shall interfere with the activities carried out within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use.



- 8.3.3 Abridging Existing Rights-No rule shall require a Member to dispose of personal property in or on the Lot before adopting such rule, which complied with all rules previously in force. This dispensation shall apply only for the duration of such Member's personal ownership of the Lot, and this right shall not run with title to any Lot.
- 8.3.4 Any Lot currently out of compliance with current Covenants are grandfathered provided Lot has not previously received notice of non-compliance.

## ARTICLE 9 ASSESSMENTS

### 9.1 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to:

- 9.1.1 Promote the recreation, health, safety, and welfare of the Members in the Property and for the improvement, care, maintenance, and upkeep of Common Areas, including the cost of labor, equipment, and materials. Annual Assessments shall be subject to the approval processes identified in these Covenants.
- 9.1.2 Provide for special assessments for capital improvements to be assessed.
- 9.1.3 Provide for the merger consolidation, liquidation, or dissolution of the Association.
- 9.1.4 Provide 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 to obtain funds for 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;

### 9.2 Annual Assessments

- 9.2.1 The Annual Assessments shall be billed, by electronic means, on or before the first day of February each year and be payable within 30 days. The Board will fix the dollar amount of Annual Assessments against each lot at least thirty {30} days before each Annual Assessment. Upon demand at any time, the Association shall furnish any Member liable for said Assessment a receipt in writing signed by an officer of the Association, setting forth whether the said Assessment has been paid. Such receipt shall be conclusive evidence of payment of any Assessment stated to have been paid.
- 9.2.2 After considering the Association's current costs and future needs, the Board may fix the annual assessment at a level not exceeding the maximum provided.
- 9.2.3 The maximum annual assessment may not be increased above fifteen percent (15%) of the prior year's assessment except by an affirmed vote of fifty-one percent {51%} of the members at a meeting duly called for this

purpose. An actionable notice shall set forth the purpose of the meeting and shall be sent to all Members not less than ten (10) nor more than thirty (30) days before the meeting.

### **9.3 Non-Payment of Assessments**

**9.3.1** Any Assessments or fines that are not paid within thirty (30) days of being due shall have added thereto a late penalty of fifty dollars (\$50.00) together with interest accruing at the Prime Rate plus four (4%) percent per annum, together with a reasonable attorney's fees and costs of collection thereon; and upon recording of a Notice shall become a continuing lien on the property which shall bind such Property of the Member, his heirs, devisees, personal representatives, successors, and assigns. This is treated as a Minor Violation but may escalate to a Major Violation in accordance with provisions in Appendix B.

**9.3.2** Any lien for non-payment of Assessments may be foreclosed as provided by law; however, the Board and Members shall make reasonable efforts to avoid escalating enforcement to foreclosure.

### **9.4 Subordination**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the Property. The sale or transfer of any Property shall not affect the lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

### **9.5 Special or Capital Assessments**

**9.5.1** In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment applicable to that year for 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 and Common Area fences, including the necessary fixtures and personal property related thereto.

**9.5.2** Any such Assessment shall be approved by at least fifty-one percent (51 %) of the Members by vote. A Notice of any proposed Capital Assessment shall be sent to all members not less than ten (10) or more than thirty (30) days in advance.

## **ARTICLE 10 PROPERTY USE COMMUNITY OVERSIGHT TEAM (COT)**

The Community Oversight Team (COT) aims to ensure that the Association upholds the highest level of consistency in style and appearance to maintain and enhance property values. The COT is designed to facilitate Member requests for Property modifications as they arise. Any variation from these standards must be requested to the COT and approved by the Board.

- 10.1 The Board will establish a Community Oversight Team (COT) as a sub-team, supervise the COT, and approve, revise, or reject actions recommended by the COT.
- 10.1.1 The COT comprises at least three individuals selected by the Board who receive, review, and recommend actions to the Board for final approval.
  - 10.1.2 COT members may serve for a two (2) year term and can be removed by a vote of the Board.
  - 10.1.3 The COT will provide oversight of changes in the landscape, buildings, fences, and all physical modifications to the Property.
  - 10.1.4 The COT shall have the right to approve all building plans and specifications until all the Lots in said addition are fully developed and occupancy permits are obtained.
  - 10.1.5 The COT will use the provisions of this Covenant as guidelines for assessing compliance.
  - 10.1.6 Applications for installation, changes, additions, or modifications listed above will be submitted to the COT through the Managing Agent. In the event a Managing Agent is not utilized, Applications are to be submitted to the Secretary of the Board and forwarded to the COT for consideration.
  - 10.1.7 Inquiries to the COT will be submitted in writing via the Association's Portal, available on the Managing Agent's website, and forwarded to the COT. The COT has 30 days from submission to review, request modification, and recommend to the Board approval, or denial of the request. All COT decisions are sent to the Board for approval.
  - 10.1.8 If the COT fails to recommend action to the Board based on submitted plans and specifications, according to 10.1.7 above, within thirty (30) days, the Member may petition the Board directly.
  - 10.1.9 The COT will keep a record of all requests, approvals, and denials.

## 10.2 ANIMALS

- 10.2.1 No exotic animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for ordinary domesticated house pets. The total combined number of dogs and/or cats and/or other ordinary domestic house pets kept on any Lot shall be limited to three (3). No animals shall be kept, bred, or maintained for commercial purposes.
- 10.2.2 Enforcement of codes concerning animals falls into two types, and thus, members need to determine the appropriate path to use in filing their complaints. Violations of City of Norman ordinances should be lodged with the City of Norman (i.e. noise or nuisance). Violations of 10.2.1 should be directed to the Association (i.e. commercial breeding, livestock).

### **10.3 ANTENNA/SATELLITE**

**10.3.1** Television antennas shall be in a dwelling's attic. No satellite dishes shall be placed or maintained outside of (or otherwise be visible from the exterior of) the residence on any Lot without prior approval of the COT.

**10.3.2** Also, any ham or other type of radio antenna must not be placed on any Lot or improvement to a height exceeding the highest roof line of any residence. Any exception to this covenant requires submission for approval to the COT.

### **10.4 COMMENCEMENT OF WORK**

**10.4.1** No building materials are to be placed or stored on any Lot where such materials would be visible from the street or visible from neighboring property until, at the earliest, seven (7) days before construction is to begin, and construction shall be completed within one (1) year from commencement of construction. If a catastrophic event occurs, the Board may grant an exception.

**10.4.2** During construction, the Member shall provide and use, at the Member's expense, a trash container from commencement until completion of construction. The Member shall not allow debris or refuse to accumulate on the Lot or within the Properties during construction.

**10.4.3** No business, trade, or activity shall occur on any Lot. Work-from-home arrangements are considered acceptable.

### **10.5 OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Association, including creating additional traffic/parking demands beyond those provided by these Covenants.

## **ARTICLE 11 FENCES AND FENCE HEIGHT**

**11.1** Members are responsible for the upkeep, repair, and replacement of all their fences. Replacement of fences shall comply with the specifications below. Any variation from these standards must be requested to the COT and approved by the Board.

**11.2** No fence shall be installed on the front portion of any Lot in this subdivision forward of the front building corners on either side of the residence. On all corner lots, the building setback line for fences shall comply with the filed plat map.

**11.3** All Lots with sides abutting a public right of way shall install a fence according to the specifications or recommendations below.

**11.4** The COT may approve fences made of wood, brick, masonry, decorative iron construction. Interior fences within backyards must be dog eared in style. No fencing shall be more than six (6) feet in height unless approved by the COT.

**11.5** The COT recommends that all fencing abutting a public right of way shall be made of 1" x 6" cedar panels, 2" X 4" horizontal runners with a 2" x 8" cedar cap, and a supporting exterior 1" x 2" cedar trim under the cap. A vertical 2" x 6" x 6' cedar board will be installed over all panel joints covering all metal posts. All posts will be steel with a minimum of 2" 3/8" and .095 thickness of post wall. All wooden fencing shall be stained in a neutral color.

**11.6** The following fencing materials are prohibited: vinyl, chain link or sheet metal.

## **ARTICLE 12 FLAGS, FLAGPOLES, & DECORATIONS**

Federal and state flags are allowed. Flags that are obscene, abusive, or communicate messages repugnant to a reasonable person are disallowed. Flag poles are allowed, provided they do not exceed 20 feet in height and receive prior approval from COT. All holiday and seasonal decorations shall be removed within a reasonable time (45 days) after such holiday or season ends.

## **ARTICLE 13 GARAGES**

No detached garage or other outbuilding shall be permitted in any easement reserved for utilities, and no detached garages shall be permitted on any Lot. The interior walls of all garages must be finished in a quality material. No garage may be left open, visible to the public street, for extended periods of time. No garage will be permitted to be enclosed for living or used for purposes other than storage of automobiles and related normal use.

## **ARTICLE 14 LANDSCAPING AND LAWN CARE**

**14.1** All Lots are to be landscaped in harmony with the area and as approved by the COT, to ensure that the Properties within the association will continue to be an attractive and pleasant. Each Member should familiarize themselves with these landscape guidelines before executing a plan. Each landscape plan should be prepared according to the following criteria.

**14.2** Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements, and surrounding vegetation.

**14.3** Members shall regularly maintain their lawns and landscapes and avoid obstructing sidewalks, traffic views, or safety.

**14.4** All disturbed ground shall be sodded, covered with plants or mulched with approved landscape materials.

**14.5** Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the home.

**14.6** Established flower beds with edging shall be mulched with organic (wood chips or bark or inorganic (gravel, stone, or rubber) materials with color to complement exterior of the home. Other mulching materials may be used upon COT application and Board approval.

## **ARTICLE 15 DETACHED STRUCTURES**

The following provisions shall apply to all detached structures:

- 15.1** Storm shelters are excluded from this provision with the exception of 15.4.
- 15.2** All detached structures shall be constructed of new wood, with shingles and colors that blend with and match the house.
- 15.3** All detached structures must comply with City of Norman Ordinances and be approved by the COT.
- 15.4** All detached structures including storm shelters must be in the rear or backyard of the residence.
- 15.5** No temporary structure, such as a trailer, cellar, tent, shack, garage, barn, or other detached structures, shall be used on any Lot at any time as a dwelling.
- 15.6** All plans for the installation of detached structures must be submitted to the COT and receive Board approval before installation.
- 15.7** Any structures built before these Covenants were enacted and maintained will not be subject to the above provision. However, any new buildings on which construction has not been completed as of the date this document becomes effective must comply with this provision.

## **ARTICLE 16 PARKING**

Members, occupants, and visitors are responsible to agree and abide by the following parking restrictions. Each Member is responsible to enforce the parking restrictions related to their property:

- 16.1** Owners and residents are expected to park their vehicles in their driveway. Vehicles will be parked in a manner that provides unrestricted access to the sidewalk.
- 16.2** Visitors or guests may park on the street for events such as parties and gatherings for no more than 10 hours within a 24-hour period provided there is free traffic access.
- 16.3** Member or Guest vehicles are not allowed to park overnight on any street or Lot other than on a concrete driveway.
  - 16.3.1** Members or Guests who routinely or habitually park on the street or park at the pool house while not utilizing said pool house are violation of the Covenant. Routinely or habitually are defined as repeatedly parking on the street for more than two (2) days a week beginning on Sunday to Saturday.
  - 16.3.2** Violation enforcement include 1<sup>st</sup> warning, 2<sup>nd</sup> fines or towing of vehicles as stated in the Covenant. The Member or Guest is responsible for all related towing costs.
  - 16.3.3** Any exceptions to the above restrictions must be approved by the Board.

- 16.4 Driveways may not be used for storing recreational vehicles, boats, trailers, campers, lumber, etc. Such items must be stored inside the garage or in an offsite storage unit.
- 16.5 No commercial vehicles of any type, buses, boats, or recreational vehicles are permitted to park on any street adjacent to such Lot for more than 18 hours except with the approval of the Board.
- 16.6 The following vehicles are not permitted except with prior approval by the Board to 1) park on public streets or 2) be stored or parked on any Lot within the Addition with the exception that they may be stored in a garage or enclosed detached structure:  
  
Commercial trucks, campers, fifth wheels, RVs, Winnebagos, mobile homes, motorhomes, motorcycles, mopeds, four-wheelers, ATVs, eighteen-wheelers, freighters, rigs, semis, pushcarts, rickshaws, taxis, off-road vehicles, limousines, tractors, heavy equipment, trailers, service vehicles, recreational vehicles, boats, canoes, kayaks, catamarans, sailboats, motor boats, dinghies, schooners, skiffs, rafts, watercraft, jet skis, or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable. This list of prohibited items is not exhaustive.
- 16.7 When special circumstances exist, members are requested to notify the Board via the Managing Agent's website.

#### ARTICLE 17 RENTALS

- 17.1 In order to maintain the quality of life within the Community and to preserve the value of the Dwelling, the Members of Warwick Swim Club Homeowners' Association (the "HOA") have adopted this article related to every dwelling ("Dwelling"), within Warwick Addition.
- 17.2 Any Lease of a Dwelling shall be made exclusively for single family residential purposes. A single family is comprised of an individual, or two (2) or more persons related by blood, marriage or legal adoption, living together as a single household unit in a Dwelling, or no more than two (2) unrelated persons living together in a Dwelling.
- 17.3 No more than fifteen (15) properties in the association may be rented or leased. An Application to rent or lease property must be submitted to the Board fifteen (15) days prior to executing a lease or rental agreement. The Board shall maintain a list of rental properties to determine the percentage of rental properties within the association. If the rental cap has been reached, members will be put on a waiting list maintained by the Board.
- 17.4 All Leases must be in writing, executed by all parties thereto, and must expressly provide that the Lease is subject in all respects to the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), Articles of Incorporation and By-laws adopted by the Members including, without limitation, this article, as same may be amended from time to time (collectively, the "Governing Documents"), and that

any failure of the Tenant to comply with the terms of the Governing Documents shall be a default under the Lease.

- 17.5 Each Lease must have at least a one (1) year initial term, however it may be terminated early for cause (i.e., tenant default, or the Member sells the property). Any additional leases will be for a one (1) year term.
- 17.6 A copy of each Lease and required attachments shall be provided to the Association Secretary for informational, reference, and rental tracking purposes.
- 17.7 Each Member must provide, as a separate attachment to the Lessee, verification that the Member has provided the Tenant copies of the Governing Documents. Each Member must confirm the Tenant has read and agreed to the Governing Documents. Each Member must also appoint the Association as its attorney in fact to exercise the remedies set forth in this article. A copy of this attachment to the Lease shall be provided to the Association Secretary.
- 17.8 Each Member who Leases a Dwelling shall, contemporaneous with the entering of a Lease, submit to the Association Secretary, the following information:
  - 17.8.1 Name, address, home and work phone, cell phone information, and e-mail address of each Occupant.
  - 17.8.2 Member's address, phone number, cell phone number, and e-mail address.
- 17.9 As provided in a prior article, no signs, billboards, rental notices, are permitted in the common areas (open spaces). Rental signs may be temporarily displayed by a Member on Member's premises only, provided:
  - 17.9.1 That not more than one (1) sign is displayed per property.
  - 17.9.2 That such sign is not more than 24 inches by 24 inches in area.
- 17.10 Each Member shall use his/her best efforts to control the conduct of all occupants and guests of the Leased Dwelling in order to ensure compliance with all Covenants.
- 17.11 The Member shall remain the point of contact for all HOA communication and will be obligated to communicate with their tenant as needed should the tenant violate any HOA rules and restrictions.
- 17.12 Each Member, although leasing a Dwelling, shall ensure the Dwelling is maintained including the regular performance and maintenance of lawn care to remain in compliance with the Covenants and the Association rules. Each Member will also ensure the Dwelling is updated, as required to comply with the Covenants. If not in compliance, the Dwelling will be brought into compliance by the Association and Tenant and/or Member shall be responsible for the expense, plus \$50.00 administrative costs, for each occurrence.
- 17.13 No Member shall have more than one (1) Dwelling leased at any one time



- 17.14** If a Dwelling is leased or occupied in violation of the Rules of the Board, or if an occupant violates the Covenants, the Board shall be authorized to enforce all remedies as are available to it.
- 17.15** If a Dwelling is leased or occupied in violation of this article, or the occupant violates the Covenants, the Board shall advise the Member that the violation must be cured within thirty (30) days and give notice to the Member. If the violation is not timely cured, the Board may require the Member to terminate the Lease. If the Member fails to do so, the Association may exercise its authority as attorney-in-fact to terminate the Lease to evict the Tenant. If the Association proceeds to evict the Tenant, all costs, including attorney's fees actually incurred in connection with the eviction process, shall be assessed against the Member and, if not promptly paid, shall be a lien on the Member's Lot.
- 17.16** Any action brought on behalf of the Association and/or the Board of Directors to enforce this article shall subject the Member to the payment of the Association's attorneys' fees at the time they are incurred by the Association. All unpaid charges, as a result of the foregoing, shall be a lien against the Lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

## **ARTICLE 18 ROOFS**

All roofing (initial and replacement) shall have a 300-pound composition dimensional in style shingle with a 25-30-year warranty. The color shall be basic gray tones and meet the UL Fire and Wind Test under Federal Specifications SS-S-001534 Class C type I. Options would have to pass the COT approval test.

## **ARTICLE 19 SIGNAGE**

Temporary yard signs may be placed in the yard and remain for no more than 45 days. Yard signs should not exceed six (6) square feet. The COT must approve all other signage.

## **ARTICLE 20 SOLAR**

- 20.1** All solar panel designs must be submitted for consideration and approval to the COT.
- 20.2** Solar panels shall be arranged as square, rectangular, and/or symmetrical arrays and installed straight, level, and flush.
- 20.3** Solar panels (including the cells and the frame) shall generally match the roof's color. If no such options are available, panels shall consist of black cells with black frames.
- 20.4** Solar panels shall not be installed on roof surfaces facing interior streets. Solar panels should be installed on rear-facing roof surfaces; however, side-facing roof surfaces are acceptable if it is shown that they receive more sunlight than rear-facing roof surfaces, which is contingent on approval from the COT.

- 20.5** Exposed conduits are prohibited, and any exposed conduit shall not be visible from the street or public domain.
- 20.6** Electrical equipment (excluding the solar panels) shall be adjacent to the electrical meter.
- 20.7** Solar installations shall meet all applicable local building and electrical codes. Solar installation vendors shall be compliant with federal, state and city permitting and licensure requirements.
- 20.8** Solar installations shall come with a minimum 25-year product warranty and a minimum 5-year workmanship warranty.

**ARTICLE 21 TRASH RECEPTACLES**

Trash and other receptacles shall be absent from view from any street, lot, or Common Areas except on designated trash and/or recycling pick-up days. Trash receptacles may be placed outside not more than one (1) day prior to pick up and removed by end of collection day.

**ARTICLE 22 UTILITY & DRAINAGE EASEMENTS**

The recorded plats show easements reserved for installing and maintaining utilities and drainage facilities. Within utility easements, no structure, planting, or other material shall be placed on or permitted to remain that may damage or interfere with the maintenance of utilities or that may change the direction of the flow of drainage channels in the easements. An easement area located upon any Lot, except for those easements or improvements for which a public authority or utility company is responsible, shall be maintained by the Member.

**ARTICLE 23 WINDOW AIR CONDITIONING UNITS**

No window or wall air-conditioning or heating units will be permitted except upon a temporary basis or approval by the COT and shall be installed on the rear of the dwelling out of public view.

**ARTICLE 24 ENFORCEMENT**

Enforcement of these covenants, conditions, and restrictions shall be as set forth in Appendix B. Enforcement may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE 25 SEVERABILITY**

Invalidation of any of these Covenants or restrictions by judgment, court order, or Norman city codes shall not affect any other provisions that shall remain in full force and effect.

## **ARTICLE 26 MEDIATION**

Oklahoma state law shall be the law's choice for enforcing these Governing Documents.

- 26.1** A precursor to any mediation, personal resolution should be addressed individually and with the Board. Before the Declarant, Association, or any Member bringing any judicial or administrative proceeding under the Governing Documents or for a claim against the Declarant, Association, or any Member, such Member making a claim shall make a good faith attempt to negotiate in person with the other party, including seeking formal pre-litigation mediation, for the resolution of the dispute.
- 26.2** If good faith negotiations fail to resolve the dispute, the Member shall thereafter be entitled to sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal on their claim.
- 26.3** Each Party shall bear its own costs of any mediation, including attorneys' fees, and each Party shall share equally all charges rendered by any mediator. If the Parties agree to a resolution of any claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth above.
- 26.4** In such event, the Party taking action to enforce the agreement shall be entitled to recover from the noncomplying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.
- 26.5** Each Member shall comply strictly with the Governing Documents, including the Association's rules, regulations, and resolutions.
- 26.6** Failure to comply shall be grounds for taking such actions elsewhere provided for in the Governing Documents, including but not limited to the institution of legal proceedings in an action at law and/or in equity.
- 26.7** Should the Declarant or Association engage legal counsel for representation, all costs associated with such engagement, including litigation costs and expenses, shall be recovered from the other party, which may result in a Special Assessment if the other party is a Member.
- 26.8** No delay, failure, or omission on the part of the Declarant or Association in exercising any right, power, or remedy provided in these Governing Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach and shall act as no bar to enforcement.

**ARTICLE 27 TERMS OF COVENANT**

- 27.1 The covenants, conditions, and restrictions contained in this Amended and Restated Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Member of any land subject to this Covenant, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of recordation of this instrument, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the Members of three-fourths (3/4) of the Lots governed by this Declaration, may, at the end of such twenty (20) years term or the end of any successive ten (10) year period thereafter, by a written instrument, signed by all of such Members, vacate or modify all or any part of this Covenant and the Covenants herein contained.
- 27.2 The Board will review the governing documents at seven (7) year intervals from the filing date of this Covenant. Members may request a review with a committee of Members at this interval.

**ARTICLE 28 RIGHT TO EXPAND**

- 28.1 No further land or Real Property may be annexed into the Warwick Addition, without the express written approval of Warwick Swim Club, Inc.

In witness whereof the Members of the Association shown below have executed and/or approved this Amended and Restated Declaration of Covenants, Conditions, and Restrictions as shown by the signature pages attached hereto, comprising more than 60% of the Owners of each of Sections 1, 2, 3, 4, and 7 of Warwick Addition, effective as of 30 July, 2024.

## **APPENDIX A NEW CONSTRUCTION & REMODELING**

### **1. EASEMENTS**

The Association reserves the right to locate, construct, erect, and maintain or cause to be located, constructed, erected, and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles, and wires, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for repair and maintenance.

### **2. EXTERIOR SPECIFICATIONS**

All exterior brick and/or trim must conform to the existing residences. The principal exterior of any residential structure shall be at least seventy percent (70%) masonry, including eaves, facia, gables, doors, windows, and garage doors. The COT must approve any deviation from the above in advance.

### **3. HOUSE DIRECTION**

All houses are to face the front of the lot, except as the COT may approve in writing.

### **4. IMITATION ROCK**

No pre-manufactured and/or pre-formed rock or brick, otherwise known as imitation rock, shall be permitted on the exterior of any residential structure in this subdivision.

### **5. LANDSCAPING**

All Lots are to be landscaped in harmony with the area and as approved by the COT. Each Member should familiarize themselves with these landscape guidelines before executing a plan. Each landscape plan should be prepared according to the following criteria:

- 5.1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements, and surrounding vegetation.
- 5.2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.
- 5.3. Members shall regularly maintain their lawns and landscapes and avoid obstructing sidewalks, traffic views, or safety.
- 5.4. Members shall maintain a minimum of 0.05% of the Property's assessed value, including house and Lot, in the landscaping of the front of the Lot. This is excluding sod and irrigation systems.
- 5.5. All disturbed ground shall be sodded, covered with plants, or mulched with approved landscape materials.
- 5.6. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the home.
- 5.7. Established flower beds with edging shall be mulched with organic (wood chips or bark) or inorganic (gravel, stone, or rubber) materials with color to complement

exterior of the structure. Other mulching materials may be used upon COT application and Board approval.

## **6. LOT LINES**

No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or further than thirty-five (35) feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be nearer than five (5) feet to a side lot line, including garages or other detached structures. In no event shall the distance between residential buildings be less than ten (10) feet. For this Covenant, eaves, steps, and open porches shall not be considered as part of a building. However, this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another Lot and shall comply with the City of Norman building codes.

## **7. MAILBOXES**

Mailboxes shall be placed on the front lot line with the design to conforming and compliant with US Postal regulations and the general design scheme within the subdivision. They shall be constructed with masonry with a brick veneer.

## **8. NEW CONSTRUCTION**

All residences shall be of new construction, and no residence, part of a residence, or garage (new or used) may be moved from another area into this subdivision. Mobile Homes, manufactured homes, or modular homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any Lot.

## **9. DESTROYED HOUSES**

Houses destroyed by fire or natural disaster must be demolished and/or removed from the premises within 120 days, and new construction must be started expeditiously, weather permitting. The same standards and procedures shall apply to new construction. Partially burned or damaged property shall follow the same rules and standards. Mobile homes, manufactured homes, or modular homes shall not be allowed to be placed or parked permanently or temporarily on any Lot.

## **10. SIDEWALKS**

Sidewalks must be installed by the Member of the lot or land adjacent thereto. The Member is required to utilize the specifications in the City of Norman Ordinances pertaining to size and construction.

## **11. SINGLE FAMILY DWELLINGS**

All Lots herein shall be occupied as single-family residences. No residence may be owned or occupied for any commercial or business purpose or use that violates the zoning

designation. The only exceptions to this provision are 2613 Lauriston Drive (Warwick #7, Block 1, Lot 8) and 3912 Chamberlyne Way (Warwick 4, Block 2, Lot 1.)

**12. SINGLE FAMILY DWELLINGS – STORIES**

All Lots are designated as single-family residential building plots. No structure shall be erected, altered, placed, or permitted to remain on any such single-family residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not less than two automobiles, and other detached structures strictly incidental to the residential use of the plot.

**13. SQUARE FOOTAGE**

The minimum square footage area requirements for any Dwelling shall be as listed below by section. This minimum figure excludes garages, covered porches, and breezeways for heated and cooled living spaces.

Section 1: The minimum square foot area requirements for structures in Warwick Addition, Blocks, 1, 2, and 3 are 1,800 square ft exclusive of garages, covered porches, and breezeways. If a residence is more than one (1) story in height, the ground floor must contain a minimum of 1,450 square ft.	Block	Lots	Square feet
Section 2: The minimum square footage living area of the main structure, exclusive of covered and open porches and garages, on all lots in Warwick Addition Section 2, are as follows:	Block 1	Lots 1 & 2	2,500
	Block 1	Lots 3-5	2,200
	Block 1	Lots 6-10	2,000
	Block 2	Lots 1-4	2,500
	Block 3	Lots 1 & 2	2,500
	Block 3	Lots 3-5	2,500
Section 3: The minimum square footage living area of the main structure, exclusive of covered and open porches and garages, on all lots in Warwick Addition Section 3, are as follows:	Block 1	Lots 2 -3	2,100
	Block 2	Lots 1-8	2,100
	Block 2	Lots 9-13	2,300
	Block 3	Lots 1-4	2,100
	Block 3	Lots 5-8	2,300
Section 4: The minimum square footage living area of the main structure, exclusive of covered and open porches and garages, on all lots in Warwick Addition Section 4, are as follows:	Block 1	Lots 1-5	2,100
	Block 1	Lots 6-9	2,300
	Block 2	Lots 1-4	2,100
	Block 2	Lots 5-9	2,300
	Block 3	Lots 1-7	2,300
	Block 4	Lots 1-9	2,300
Section 7: The minimum square footage living area of the main structure, exclusive of covered and open porches and garages, on all lots in Warwick Addition Section 7, are as follows:	Ostensibly Block 1	Lots 1-10	2,500
	Ostensibly Block 1	Lots 11-16	2,350
	Ostensibly Block 1	Lots 17-25	2,250
	Block 2	Lots 1-4	2,500
	Block 2	Lots 5-7	2,350
	Block 2	Lots 8-10	2,250

## APPENDIX B VIOLATIONS AND ENFORCEMENT

### Violations

There are two categories of Covenant violations.

**1. Minor violations:**

Parking	Landscaping & Lawncare	Trash bins
Fencing	Maintenance Neglect	Noise
Exterior storage	Boats, RVs, Campers, other Vehicles	Animals
Exterior Modifications	Holiday Decorations	Undisclosed Rentals

**2. Major violations:**

Violations include non-payment of assessments totaling over \$1,000, including fines, annual assessments, and special or capital assessments.

### Enforcement

**Minor violations** will follow the process listed below.

#### First Notice

1. The violation is reported to the Managing Agent.
2. The Managing Agent notifies the Member of a Covenant violation using the notice process outlined in the Covenant and copies the Board.
3. Member in violation resolves the violation within 30 days.
4. No further action is needed.

#### Second Notice

1. The Managing Agent notifies the Member that the violation continues.
2. If the Member does not resolve the violation, a \$50.00 fine is assessed for non-compliance and is payable within 30 days.
3. The Member pays the fine and resolves the issue.
4. No further action is needed.
5. If the Member does not resolve the violation or repeats it, another \$50.00 is assessed every month until the violation is resolved.
6. The Member may appear and appeal the violation at the next Board meeting.

#### Board Action

- The Member does not resolve the violation or repeats it, another \$50.00 is assessed every month until the violation is resolved.
- If a Member fails to appeal or correct the violation within thirty (30) days of the above-mentioned meeting, the Board shall be authorized to utilize the Association's resources to correct the violation and to assess the Member in violation for these costs. There shall be added to the actual cost of the work 20%



to cover administrative expenses of the Board, plus a reasonable attorney fee, in addition to any fines previously imposed. The Board shall notify the Member of the cost of performing the work, and if the Member does not pay within thirty (30) days, said cost shall be deemed an unpaid special assessment and shall be a lien on the property and subject to all collection rights therein provided.

**Major Violations** will follow the process listed below:

1. The violation is reported to the Managing Agent.
2. The Board is informed of the violation.
3. An actionable notice is mailed to the Member with the signed return receipt requested and may also be sent electronically with read receipt requested.
4. The Member request a meeting with the Board at an arranged time.
5. The Board presents the violation to the Member.
6. The Member speaks to the violation and offers a solution to resolve the violation.
7. The Board and the Member agree on a solution.
8. The Member makes payment or corrects the violation.
9. If the Board and the Member cannot agree on a preferred solution, Covenant Article 26 will be invoked.

The Board may review and approve reasonable payment plans for Members experiencing financial hardships and waive interest on amounts subject to an approved payment plan.

## EXHIBIT A - LEGAL DESCRIPTION

### **Warwick Addition as platted at Book 15, Page 158 and as amended at Book 2313, Page 180**

A part of the SE/4 of Section 15, T9N, R3W, I.M., Norman, Cleveland County Oklahoma, being more particularly described as follows:

Commencing at the SE corner of said SE/4; thence S 89° 39'09" W and along the south line of said SE/4 a distance of 1730.00 feet to the point or place of beginning.

Thence S 89° 39'09" W and along said south line a distance of 905.43 feet to the SW corner of said SE 1/4; thence N 00° 24'45" W and along the west line of said SE 1/4 a distance of 614.79 feet; thence N 89° 35' 15" E a distance of 160.00 feet; thence S 00° 24'45" E a distance of 14.97 feet; thence N 89° 39'09" E a distance of 492.34 feet; thence S 69° 43'08" E a distance of 355.72 feet; thence S 20° 16'52" W a distance of 85.00 feet; thence S 24° 43'08" E a distance of 35.36 feet; thence S 20° 16'52" W a distance of 50.00 feet; thence S 65° 16'52" W a distance of 35.36 feet; thence S 20° 16'52" W a distance of 55.26 feet to a point of curvature; thence around a curve to the left having a radius of 304.13 feet a distance of 109.50 feet; thence S 00° 20'51" E a distance of 67.68 feet; thence S 45° 20'51" E a distance of 35.36 feet; thence S 00° 20'51" E a distance of 50.00 feet to the point or place of beginning.

Containing 12.42 acres more or less.

### **Warwick Addition Section Two as platted at Book 16, Page 91 and as amended at Book 2666, Page 524, Book 2668, Page 237, Book 2550, Page 793 and Book 2447, Page 972.**

A tract of land being a part of the SE/4 Section 15, T9N, R3W, of the IM, Norman, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of said SE/4, SECTION 15, T9N, R3W; THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS WEST AND ALONG THE SOUTH LINE OF SAID SE/4, A DISTANCE OF 2575.43 FEET TO THE SW CORNER OF SAID SE/4; THENCE NORTH 00 DEGREES 24 MINUTES 45 SECONDS WEST AND ALONG THE WEST LINE OF SAID SE/4, A DISTANCE OF 614.79 FEET TO THE POINT OR PLACE OF BEGINNING:

THENCE NORTH 89 DEGREE 35 MINUTES 15 SECONDS EAST A DISTANCE of 175.00 FEET;  
THENCE SOUTH 00 DEGREES 24 MINUTES 45 SECONDS EAST A DISTANCE OF 44.99 FEET;  
THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS EAST A DISTANCE OF 531.37 FEET;  
THENCE SOUTH 69 DEGREES 43 MINUTES 08 SECONDS EAST A DISTANCE OF 409.40 FEET;  
THENCE SOUTH 20 DEGREES 16 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET;  
THENCE SOUTH 24 DEGREES 43 MINUTES 08 SECONDS EAST A DISTANCE OF 35.36 FEET;

THENCE SOUTH 20 DEGREES 16 MINUTES 52 SECONDS WEST A DISTANCE OF 50.00 FEET;  
THENCE SOUTH 65 DEGREES 16 MINUTES 52 SECONDS WEST A DISTANCE OF 35.36 FEET;  
THENCE SOUTH 20 DEGREES 16 MINUTES 52 SECONDS WEST A DISTANCE OF 95.00 FEET;  
THENCE NORTH 69 DEGREES 43 MINUTES 08 SECONDS WEST A DISTANCE OF 355.72 FEET;  
THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS WEST A DISTANCE OF 492.34 FEET;  
THENCE NORTH 00 DEGREES 24 MINUTES 45 SECONDS WEST A DISTANCE OF 14.97 FEET;  
THENCE SOUTH 89 DEGREES 35 MINUTES 15 SECONDS, WEST A DISTANCE OF 160.00  
FEET TO THE POINT OR PLACE OF BEGINNING. CONTAINING 7.36 ACRES MORE OR LESS.

**Warwick Addition Section Three as platted at Book 17, Page 30**

Being a part of the SE/4 Section 15, T9N, R3W, of the IM, Norman, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of said SE/4, Section 15, T9N, R3W; thence S 89°39'09" W a distance of 1431.72 feet to the Point or Place of Beginning.

Thence continuing along the said south line of said S.E. 1/4 S 89°39'09" W a distance of 298.28 feet to the S.W. corner of Warwick Addition, recorded in Bk. 15 Pg. 158; Thence N 00°20'51" W a distance of 50.00 feet to a point on the east right-of-way of Bishop's Drive; Thence along said right-of-way N 45°20'51" W a distance of 35.36 feet; Thence along said right-of-way N 00°20'51" W a distance of 67.68 feet; Thence along said right-of-way on a curve to the right with a radius of 304.13 feet and a chord bearing of N 09°58'00" E with a length of 108.91 feet, for a distance of 109.50 feet; Thence along said right-of-way N 20°16'52" E a distance of 55.26 feet; Thence along said right-of-way N 65°16'52" E a distance of 35.36 feet; Thence along said right-of-way N 20°16'52" E a distance of 50.00 feet; Thence along said right-of-way N 24°43'08" W a distance of 35.36 feet; Thence along said right-of-way N 65°16'52" E a distance of 35.36 feet; Thence along said right-of-way N 20°16'52" E a distance of 50.00 feet; thence along said right-of-way N 24°43'08" W a distance of 35.36 feet, thence along said right of way N 20°16'52" E a distance of 100.00 feet; Thence S 69°43'08" E a distance of 257.62 feet; Thence N 89°39'09" E a distance of 375.96 feet; Thence S 00°24'36" E a distance of 300.00 feet; Thence S 89°39'09" W a distance of 407.97 feet; Thence S 07°26'52" W feet a distance of 172.65 feet to a point on a curve; Thence on a curve to the right having a radius of 425.00 feet and a chord bearing of N 79°58'11" W with a length of 37.98 feet, for a distance of 38.00 feet; Thence S 12°34'14" W a distance of 149.58 feet; Thence S 00°20'51" E a distance of 50.00 feet to the point or place of beginning. Containing 7.97 acres more or less.

**Warwick Addition Section Four as platted at Book 18, Page 44 and as amended at Book 3123, Page 1442, Book 3174, Page 269**

Being a part of the SE/4 Section 15, T9N, R3W, of the IM, Norman, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of

said SE/4, Section 15, T9N, R3W; thence S 89° 39'09" W and along the South line of said SE/4, a distance of 658.86 feet; thence N 00° 27' 16" W a distance of 255.08 feet to the Point or Place of Beginning.

Thence N 85° 50'57" W a distance of 130.42 feet; Thence S 00° 27' 16" E a distance of 8.20 feet to a point on a curve; Thence around a curve to the right, having a radius of 71.97 feet (said curve subtended by a chord which bears S 44° 35'57" W a distance of 101.88 feet) and on arc distance of 113.18 feet; Thence S 89° 39'09" W; a distance of 441.81 feet to a point on a curve; Thence around a curve to the right, having a radius of 425.00 feet (subtended by a chord which bears N 86° 26' 19" W a distance of 57.94 feet) and an arc distance of 57.99 feet; Thence N 07° 26'52" E a distance of 172.65 feet; Thence N 89° 39'09" E a distance of 407.97 feet; Thence N 00° 24'36" W a distance of 300.00 feet; Thence S 89° 39'09" W a distance of 375.96 feet; Thence N 69° 43'08" W a distance of 317.62 feet; Thence N 20° 16'52" E a distance of 100.00 feet; Thence N 24° 43'08" W a distance of 35.36 feet; Thence N 20° 16'52" E a distance of 50.00 feet; Thence N 65° 16'52" E a distance of 35.37 feet to a point on a curve; Thence around a curve to the right, having a radius of 1566.45 feet (said curve subtended by a chord which bears N 22° 14' 12" E a distance of 96.89 feet) and an arc distance of 96.91 feet; Thence N 24° 00'32" E a distance of 218.09 feet to a point of curvature; Thence around a curve to the left, having a radius of 200.51 feet (said curve subtended by a chord which bears N 13° 07'35" E a distance of 75.71 feet) and an arc distance of 76.17 feet; Thence N 89° 31'54" E a distance of 60.05 feet to a point on a curve; Thence around a curve to the right, having a radius of 260.51 feet (said curve subtended by a chord which bears S 12° 37' 11" W a distance of 99.20 feet) and an arc distance of 99.81 feet; Thence S 19° 09'44" E a distance of 36.47 feet; Thence S 62° 19'04" E a distance of 37.05 feet to a point of curvature; Thence around a curve to the left, having a radius of 275.00 feet (said curve subtended by a chord which bears S 71° 39'40" E a distance of 89.29 feet and an arc distance of 89.69 feet; Thence S 08° 59'44" W a distance of 181.05 feet; Thence N 89° 39'09" E a distance of 409.70 feet; Thence N 00° 27' 16" W a distance of 35.07 feet; Thence N 89° 39'09" E a distance of 180.00 feet; Thence S 00° 77' 16" E a distance of 745.00 feet to the Point or Place of Beginning. Containing 12.04 acres, more or less.

**Warwick Addition Section Seven as platted at Book 19, Page 48 and as amended at Book 3408, Page 24, Book 3422, Page 423, and Book 3439, Page 884**

A tract of land being a part of the Southeast Quarter (SE/4) of Section Fifteen (15), Township Nine North (T-9-N), Range Three West (R-3-W) of the Indian Meridian, Norman, Cleveland County, Oklahoma more particularly described as follows:

COMMENCING at the Southwest Corner of the said Southeast Quarter; Thence N 00° 24'45" W on the West line of the Southeast Quarter a distance of 939.79 feet to the Point of Beginning, said point being the Northwest Corner of Lot 1, Block 2 of Warwick Addition Section Two; Thence N 00° 24'45" W continuing on said West line a distance of 401.42 feet

to the Southwest Corner of Berkeley Addition Section Four; Thence N 89° 43' 25" E on the South link of Berkeley Addition Section 4, Berkeley Addition Section 3, and Berkeley Addition a distance of 1249.32 feet to the Southeast Corner of Lot 1 , Block 9 of Berkeley Addition; Thence S 00° 28' 06" E on the West Right-of-Way line of Bishop's Drive a distance of 9.33 feet to a Point of Curvature; Thence continuing on said West Right-of-Way line on a curve to the right; having a radius of 200.51 feet, a chord bearing of S 11° 46' 13" W; a chord length of 85.01 feet, for a curve distance of 85.66 feet to a Point of Tangency; Thence S 24° 00' 32" W continuing on said West Right-of-Way a distance of 218.08 feet to a Point of Curvature; Thence continuing on said West Right-of-Way line on a curve to the left having a radius of 1566.45 feet, a chord bearing of S 22° 14' 12" W, a cord length of 96.89 feet, for a curve distance of 96.91 feet; Thence S 65° 16' 52" W a distance of 35.37 feet; Thence S 20° 16' 52" W a distance of 50.00 feet; Thence S 24° 43' 08" Ea distance of 35.36 feet to a point on the West Right-of-Way line of Bishop's Drive; Thence S 20° 16' 52" W on said West Right-of-Way line a distance of 100.00 feet to the Northeast Corner of Lot 11, Block 3 of Warwick Addition Section Two; Thence N 69° 43' 08" W on the North line of said Warwick Addition Section Two a distance of 349.40 feet; Thence S 89° 39' 09" W continuing on said North line a distance of 531.37 feet to a point on the East Right-of-Way line of Lauriston Drive; Thence N 00° 24' 45" W on said East Right-of-Way line a distance of 44.99 feet to a Point on the North line of Warwick Addition Section Two; Thence S 89° 35' 15" W on said North line a distance of 175.00 feet to the Point of Beginning containing 12.29 acres, more or less.