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**OLD REPUBLIC TITLE**

**4040 N. TULSA**

**Oklahoma City, OK 73112**

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**OF**

**MONTEREAU SECTION 2, AN ADDITION TO THE CITY OF  
OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

MONTEREAU LAND, LLC, an Oklahoma limited liability company (herein "ML") filed a Notice of Annexation and Submission of Montereau Section 2 ("the Annexation") to the Original Declaration of Covenants, Conditions and Restrictions dated the 29th day of February, 2007, and filed for record on the 5th day of March, 2007 in Book 3299 at Pages 342 -369, effective as of the 1st day of March, 2016, which was filed for record in the office of the County Clerk of Canadian County, Oklahoma on the 21st day of March 2016 in Book 4391 at Pages 861 - 891.

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Montereau and Montereau Section 2 is being made pursuant to ARTICLE VIU Amendment, Duration Annexation and Merger SECTION 8.1. AMENDMENT, Page 21 of 31 of the Annexation.

**THE ANNEXATION AND SUBMISSION OF MONTEREAU  
SECTION 2 IS HEREBY AMENDED AS FOLLOWS:**

**ARTICLE II**

**General Provisions Relating to Use and Occupancy**

**SECTION 2.1. USE RESTRICTIONS. K. ANIMALS.** Part 6 The following language shall be added to the end of the paragraph:

The Declarant or the Association shall not be obligated to enforce this covenant. Violations of this covenant must be reported to and enforced by the City of Oklahoma City Animal Control Department.

**SECTION 2.3. CONSTRUCTION AND MATERIALS. B. STORAGE.** The existing Section 2.3. B. shall be deleted in its entirety and the following language substituted therefore:

**B. STORAGE.** Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored on any lot more than thirty (30) days before the construction, renovation or repair of a Residential Dwelling, structure or other improvement is commenced. Commencement of construction shall be the date upon which the building permit is issued. After the issuance of a building permit, construction shall be prosecuted diligently to the end that the Residential Dwelling, structure or improvement shall not remain partially completed within twelve months of the date upon which the building permit was issued. Failure to complete the construction of the improvements within twelve months of the date upon which the building permit was issued will subject the Owner to a fine in the amount of One Hundred Fifty Dollars (\$150) per day until the issuance of a Certificate of Occupancy, a Management Fee in the minimum amount of Five Hundred Dollars (\$500) and an Administrative Fee in the minimum amount of Five Hundred Dollars (\$500). On the completion of the construction, any unused materials shall be removed immediately from the Lot and any damage to the Lot, whether landscape or otherwise, shall be restored to the condition which existed prior to the construction.



REPUBLIC TITLE

4040 N TULSA

Oklahoma City, OK 73112

This document has been recorded in the office of the County Clerk under O.S. Title 10 Section 86.1 ET. SEQ Electronic Recording Act Effective 11-1-08

**TIDRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**MONTEREAU SECTION 2, AN ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

MONTEREAU LAND, LLC, an Oklahoma limited liability company (herein "ML") filed a Notice of Annexation and Submission of Montereau Section 2 ("the Annexation") to the Original Declaration of Covenants, Conditions and Restrictions dated the 28<sup>th</sup> day of February, 2007, and filed for record on the 5<sup>th</sup> day of March, 2007 in Book 3299 at Pages 342 -369, effective as of the 1st day of March, 2016, which was filed for record in the office of the County Clerk of Canadian County, Oklahoma on the 21<sup>st</sup> day of March 2016 in Book 4391 at Pages 861 - 891.

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Montereau and Montereau Section 2 is being made pursuant to ARTICLE VIII Amendment, Duration Annexation and Merger SECTION 8.1. AMENDMENT. Page 21 of 31 of the Annexation.

**THE ANNEXATION AND SUBMISSION OF MONTEREAU SECTION 2 IS HEREBY AMENDED AS FOLLOWS:**

**ARTICLE II**

**General Provisions Relating to Use and Occupancy**

**SECTION 2.1. USE RESTRICTIONS. K. ANIMALS. Page 6** The following language shall be added to the end of the paragraph:

The Declarant or the Association shall not be obligated to enforce this covenant. Violations of this covenant must be reported to and enforced by the City of Oklahoma City Animal Control Department.

**SECTION 2.3. CONSTRUCTION AND MATERIALS. B. STORAGE.** The existing Section 2.3. B. shall be deleted in its entirety and the following language substituted therefore:

B. STORAGE. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored on any Lot more than thirty (30) days before the construction, renovation or repair of a Residential Dwelling, structure or other improvement is commenced. Commencement of construction shall be the date upon which the building PCmit is issued. After the issuance of a building permit, construction shall be prosecuted ddi ently to the end that the Residential Dwelling, structure or improvement shall not remain partially completed within twelve months of the date upon which the building permit was issued. Failure to complete the construction of the improvements within twelve months of the date upon which the building permit was issued will subject the Owner to a fine in the amount of One Hundred Fifty Dollars (\$150) per day until the issuance of a Certificate of Occupancy, a Management Fee in the minimum amount of Five Hundred Dollars (\$500) and an Administrative Fee in the minimum amount of Five Hundred Dollars (\$500). On the completion of the construction, any unused materials shall be removed immediately from the Lot and any damage to the Lot, whether landscape or otherwise, shall be restored to the condition which existed prior to the construction.

**K. ROOFING.** In the first sentence, the numbers "4/12" shall be deleted and the numbers "3/12 inserted.

**R. LOT MAINTENANCE.** The existing language shall be deleted in its entirety and the following language inserted:

**R. LOT MAINTENANCE.** As required by paragraph O above, each Owner, at such Owner's sole expense, shall remove trash or debris and keep all grass on the Lot cut in a sanitary, healthful and attractive manner. If the Owner fails to keep the Lot free from trash and debris and the grass on the Owner's Lot cut in a sanitary, healthful and attractive manner, the Association may, at the Association's option, without liability to the Owner or otherwise, enter on said Lot and cut the grass and remove trash or debris from the Lot. On receipt of an invoice from the Association for costs incurred for mowing the grass or the removal of trash or debris, the Owner agrees to pay such charges, including a Management Fee in the minimum amount of Five Hundred Dollars (\$500) and an Administrative Fee in the minimum amount of Five Hundred dollars (\$500) within fifteen (15) days of the receipt of said invoice. Payment of such costs shall be secured by the lien created in ARTICLE V of this Declaration. The Owners of Lots at intersecting Streets, where the rear yard or portion of the Lot is visible to full public view, shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view; yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. Provided, however, the provisions of this Paragraph R. shall not apply to the vacant Lots owned by the Declarant.

**SECTION 2.6. RESERVES AND EASEMENTS. I. TIME REQUIREMENT ON CONSTRUCTION.** The existing language shall be deleted in its entirety and the following language inserted:

**L TIME REQUIREMENT ON CONSTRUCTION.** Within one hundred twenty (120) days after the Declarant's or the Architectural Review Committee's approval of Plans and related data, the Owner/Builder must obtain a building permit for the construction of a Residential Dwelling. All construction shall be complete and a Certificate of Occupancy issued within twelve (12) months thereafter. Failure to complete construction within said twelve (12) month period of time shall subject the Owner/Builder to a fine in the amount of One Hundred Fifty Dollars (\$150) per day until such Certificate of Occupancy has been issued by the City, a Management Fee in the minimum amount of Five Hundred Dollars (\$500) and an Administrative Fee in the minimum amount of Five Hundred Dollars (\$500). The Owner/Builder shall be obligated to maintain the Lot and pay the Annual Maintenance Charge attributable to such Lot in accordance with this Declaration. In addition, construction of the Residential Dwelling must be completed prior to the commencement of construction of any other structure on the Lot. Plans for exterior remodels must be submitted to and approved by the Architectural Review Committee and must be completed within twelve (12) months and maintain continuous progress. Interior remodels must be completed within twelve (12) months and maintain continuous progress.

**SECTION 3.6. NOTICE OF NONCOMPLIANCE.** Page 15. The word and number "sixty (60)" shall be amended to "thirty (30)". The words and numbers "thirty (30)" shall be amended to "twenty (20)".

**ARTICLE IX MISCELLANEOUS.** Page 23 shall be amended to add the following Section 9.10:

**SECTION 9.10. NOTICE.** When, in this Declaration, there is a requirement for the delivery of Notice, the method and means of the delivery of the Notice shall include, but not be limited to the following: United States Postal Service mailed to the property address, the United States Postal Service mailed to the last known address of the Owner(s), via electronic mail to the e-mail address provided by the Owner(s) to the

Association, by posting of the Notice on the front door of the Residential Dwelling located on the Lot, by placing a sign on the Lot, if there is no Residential Dwelling located on the Lot or by any other method or means which would reasonably be expected to impart actual notice to the recipient. It shall be the responsibility of the Owner(s) to provide the Association with any changes of address, changes of e-mail address or changes to the physical location of the Owner(s) in order that the Notice will be received.

**IN WITNESS WHEREOF**, the undersigned Secretary of the Association hereby certifies that, pursuant to **ARTICLE VIII, SECTION 8.1. AMENDMENT**, two-thirds of the Owners, as defined in **ARTICLE I** subparagraph **U**, (page 4 of 31), have voted, pursuant to **ARTICLE IV, SECTION 4.3** (page 17 of 31), in favor of this Amendment and hereby executes this Second Amendment to the Declaration on this 28<sup>th</sup> day of September, 2016, to become effective on recording in the office of the County Clerk of Canadian County, Oklahoma.

MONTEREAU PROPERTY OWNERS'  
ASSOCIATION, INC., an Oklahoma non-  
profit corporation

By: John T. Spradling, Jr.  
John T. Spradling, Jr., Secretary

ATTEST:

Jon Horn  
Jon Horn

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND SS:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March 2019, by John T. Spradling, Jr., Secretary of Montereau Property Owners' Association, Inc.

Commission Number 16011406

Lucinda L. Zupp  
Notary Public

My Commission Expires  
SEAL

