

Summit Place Homeowners Association.
P.O. Box 720852
Oklahoma City, Oklahoma, 73132-0852

Dear Homeowner:

This document is intended to help answer any questions you, as a homeowner, may have about Summit Place and the Homeowners Association (SPHOA) which you are now a part. The original Document set contained hundreds of pages of legal descriptions, plats, signatures, seals, diagrams and other information. The SPHOA board has taken the time to reduce the volume of papers and retain the essence of the information. The main reasons we have taken this action is to reduce the cost to replicate the volume of papers and help you to better understand the rules and regulations that govern us all here in Summit Place.

There are six individual sections within Summit Place, which means that there are six different sets of documents. Over the years we have reduced some of the overlapping information, and amended several of the documents however, there was still a great volume. This booklet replaces all of the information formally sent out to homeowners.

In this booklet there are four documents outlining the Guidelines, rules and regulations here in SP:

- Articles of Incorporation of the Homeowners Association
- The By Laws of Summit Place Home Owners Association
- The Declaration of Covenants, Conditions and Restrictions for Summit Place
- The Owners Certificate and Restrictions to Summit Place

It is not our intent to deprive anyone of a full Legal set of documents, plats descriptions, etc. If you desire a full legal copy of any of the documents described within this folder, you may contact the Oklahoma County Clerk's office, as all of the Incorporating information is a matter of public record. For your convenience, on the following page is a list of the reference numbers in the Books of Record where this information can be located. This should help and reduce the time it would take to locate all of the legal documents.

Additionally, if necessary, the SPHOA Board can get you a legal copy however, there will be appropriate fees.

Thank you,
SPHOA

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the NE ¼ of Sec. 20 T13N, R4W of the I.M., Oklahoma City, Oklahoma County, Oklahoma more particularly described as follows:

Beginning at the NW corner of Lot 1, block 10, of Summit Place Section I, thence South along the west line thereof a distance of 120 ft to the SW corner of said Lot 1; thence East along a line of Lots 1,2,3, of block 10 of Summit place Section I a distance of 225 ft; thence South 19 58' 59" West along the West line of Lots 5,6,7, of said block 10 a distance of 175.57 ft.; thence South 135 ft; thence West 20 ft. thence North 115 ft.; thence West 615 ft.; thence North 58 57' 51" East a distance of 324.42 ft; thence Northeasterly along a curve to the left having a radius of 324.14 ft. a distance of 181.56 ft.; thence South 113.49 ft; thence West 65 ft.; thence South 160 ft.; thence East 160 ft.; thence North 135 ft.; thence North 45 0' 0" West a distance of 21.21 ft.; thence West 20 ft.; thence North 45 0' 0" West a distance of 14.14 ft.; thence North 120 ft.; thence East 20 ft. to the point or place of beginning 1.795 acres more or less.

Articles of Incorporation: Book 4853 Page 759 thru 764

By-Laws of SPHOA: Book 4902 page 1028 thru 1038

All of the following recorded in books as listed in the public records of Oklahoma County, Oklahoma.

SUMMIT PLACE I	recorded in Book 48 of Plats, page 70
SUMMIT PLACE II	recorded in Book 49 of Plats, page 35
SUMMIT PLACE III	recorded in Book 50 of Plats, page 67
SUMMIT PLACE IV	recorded in Book 49 of Plats, page 12
SUMMIT PLACE V	recorded in Book 50 of Plats, page 94
SUMMIT PLACE VI	recorded in Book 51 of Plats, page 29

Declaration of Covenants, Conditions and Restrictions for Summit Place:

Sec. I	recorded August 6, 1982,	at Book 4902, Page 1014;
Sec. II	recorded August 17, 1982,	at Book 4905, Page 845;
Sec. III	recorded March 21, 1983,	at Book 4979, Page 1819;
Sec. IV	recorded May 31, 1983,	at Book 5011, Page 1717;
Sec. V	recorded November 17, 1983,	at Book 5090, Page 62;
Sec. VI	recorded August 13, 1984,	at Book 5213, Page 560;

Owners Certificate and Restrictions to Summit Place:

Sec. I	recorded August 22, 1980,	at Book 4693, Page 22;
Sec. II	recorded July 22, 1982,	at Book 4897, Page 650;
Sec. III	recorded March 21, 1983,	at Book 4979, Page 1881;
Sec. IV	recorded May 31, 1983,	at Book 5011, Page 1709;
Sec. V	recorded November 17, 1983,	at book 5090, Page 54;
Sec. VI	recorded August 13, 1984,	at Book 5213, Page 562

Things you need to know but didn't know who to ask:
(About SPHOA of course)

As of January 1, 2018 dues are \$286.00 yearly. **These are NOT voluntary dues.** Dues are usually paid in January or early February. After March 2nd, there will be a late penalty.

SPHOA-Board meets once a month usually on the Third Tuesday. Our web page www.sphoa.org will list time and place for these meetings, please come, get involved!

Annual member meeting happens in April, usually held at PC North High School or a local church or the Library on 122nd street east of Macarthur. We also post signs at the entrances, and put details in the monthly newsletter, which is available on line. You may logon to the SPHOA home page, at WWW.sphoa.org.

We elect new Board members at this meeting. Come join us, be part of our community.

We discuss all relevant issues regarding Summit Place at this meeting.

Everyone is not only welcome but also encouraged to attend.

For a listing of the current Board members & Officers consult the SPHOA telephone directory, distributed annually.

Police: Always the first choice if you have an issue, stolen/destroyed property. Then, after the police let the board know so we can alert our community.

Fire: Same as above, the Board cannot fight crime or put out a fire.

On the following pages, there are four basic documents.

- A. Articles of Incorporation
- B. Declaration of Covenants, Conditions & Restrictions Known as the "CCR"
- C. By-Laws of Summit Place Home Owners Association
- D. Owners Certification and Restrictions

If a conflict exists between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration or Certificate and the By-Laws, the Declaration or Certificate shall control. If there is a conflict between the legal documents, and this booklet **the legal document will control.** State and Federal Law supersedes all of these.

ARTICLES OF INCORPORATION
OF
SUMMIT PLACE HOME OWNERS ASSOCIATION NO. ONE, INC.
(An Oklahoma Non-Profit Corporation)

State of Oklahoma)
) SS: Received September 25 1980
Oklahoma County)

To the Secretary of State of the State of Oklahoma:

We the undersigned Incorporate:

<u>Name</u>	<u>Address</u>	<u>City and State</u>
W.R. Terry	9228 North Rockwell	Oklahoma City, Oklahoma 73132
Patricia Ann Terry	9228 North Rockwell	Oklahoma City, Oklahoma 73132
Dale Terrell	10428 Mantle Drive	Oklahoma City, Oklahoma 73132

Being persons legally competent to enter into Contracts for the purpose of forming a non-profit corporation under the Laws of the State of Oklahoma (18 O.S. Section 851 to 862) do hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of this corporation is Summit Place Home Owners Association No. One, Inc.

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific primary purpose for which it is formed are to provide for maintenance and preservation of the residence lots and of the common areas within a certain tract of property called Summit Place I, an Addition to Oklahoma City, according to the recorded plat thereof, being a part of the Northeast Quarter (NE/4) of section twenty (20), Township Thirteen (13) North, Range Four (4) West, Oklahoma County, Oklahoma, and to promote the health, safety and welfare of the residence within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

In furtherance of said purposes, this association shall have power to:

- a) Perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Oklahoma County, Oklahoma.
- b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- d) Borrow money, and only with the assent (by note or written consent) of two-thirds (2/3rds) of its members, to mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of its members, agreeing to such dedication, sale or transfer.
- f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common area, provided that any merger, consolidation or such annexation shall have the assent by vote of two-thirds (2/3rds) of its members or by the written consent of all the members.
- g) Have and to exercise any and all powers, rights and privileges which a corporation organized as a non-profit corporation under the laws of the State of Oklahoma may now or hereinafter have exercise.

ARTICLE III

This corporation does not afford pecuniary gain, incidentally or otherwise, to its members.

ARTICLE IV

The duration of the corporation is fifty (50) years.

ARTICLE V

The address of its registered office in the State of Oklahoma is 9228 North Rockwell, Oklahoma City, Oklahoma 73132 and the name of its registered agent at such address is W.R. Terry.¹

ARTICLE VI

The number of Directors constituting the first board of Directors, the name and address of each such Director, and the tenure in office of the first Directors who are to act in the capacity of Director until the selection of the first board of directors are:

<u>Name</u>	<u>Address</u>	<u>Term of Office</u>
W.R. Terry	9228 North Rockwell Oklahoma City Oklahoma 73132	Three Years
Patricia Ann Terry	9228 North Rockwell Oklahoma City Oklahoma 73132	Two Years
Dale Terrell	10428 Mantle Drive Oklahoma City, Oklahoma 73132	One Year

ARTICLE VII

MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any lot covered by this Declaration and any future Declaration covering additional property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

¹ This has since changed: 3233 E. Memorial Rd., Suite 103, Edmond, OK

ARTICLE VIII

The Association shall have two (2) classes of voting membership, as follows:

Class A. Class A members shall be all those owners of lots with the exception of Declarant. (As defined in the Declaration) Class A members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each lot in which he owns the interest required for membership by article VI. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each lot in which they hold the interest required for membership by article VI. The Class B Membership shall cease and be converted to Class A when the total votes outstanding in the Class A equals the total votes outstanding in the Class B Membership.²

ARTICLE IX BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.³

At the first annual meeting the members shall elect one (1) Director for a term on one (1) year, one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years.

ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such Dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose.

² In this context Class B membership no longer exists

³ At present there are nine directors, 3 each elected for a term of three years at the annual Homeowners meeting

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of not less than seventy-five (75) percent of each class of member.

In witness whereof, for the purpose of forming this corporation under the laws of the State of Oklahoma, we the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 15th day of September, 1980. By;

W.R. Terry

Patricia Ann Terry

Dale Terrell

BY LAWS
OF
SUMMIT PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location. The name of the Corporation is Summit Place Home Owners Association, Inc., hereinafter referred to as the "Association". The principle office of the Corporation shall be located at 9228 N. Rockwell, Oklahoma City, Oklahoma⁴ but meetings of members and directors may be held at such places within the State of Oklahoma, County of Oklahoma, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Summit Place Home Owners Association, Inc., 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 hereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "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 5. "Owner" shall mean and refer to the record owner, whether one or more persons 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 6. "Declarant" shall mean and refer to Summit Place Development Company, 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 7. "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 of Oklahoma County, Oklahoma.

⁴ Changed by designation filed July 19, 2017 to 3233 E. Memorial Rd., Suite 103, Edmond, OK

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration. Regarding Duplexes; if owned by more than one party, each side shall be entitled to a vote, though occupying one lot.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year of the date of Incorporation of the Association or not later than 30 days after 51% of the lots have been sold, whichever occurs first. Subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 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 voters of the 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 15, but not more than 30 days, before such meeting to each member entitled to vote thereat, addressed to the member address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notice shall specify the place, day, and hour of the meeting and in case of 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-third (1/3) 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 Declarations 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 Directors for a term of one year, three Directors for a term of two years and three Directors for a term of three years; and at each annual meeting thereafter the members shall elect three Directors for a term of three 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 successor shall be selected by the remaining members of the Board and shall serve the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his 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 affect 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 at the Annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nomination 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 members or non-members.

Section 2. Elections. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes

as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI
MEETING OF THE DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the members of Directors shall constitute a quorum for the transactions of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities 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 30 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) 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
- (e) 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 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
 - a. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - b. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - c. foreclose the lien against any property for which assessments are not paid within thirty (30) days after its due 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) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deed appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a 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 first 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 shall sooner resign, or shall be removed, or otherwise be 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, having 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 given written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time 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 replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously shall hold more than one 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

- (a) 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

- (b) 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 duties as may be required of him by the Board.

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public

accountant at the completion of the fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the members at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principle office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Summit Place Home Owners Association, Inc.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the Directors of the Summit Place Home Owners Association, Inc. have hereunto set our hand this 25th day of September 1980

W.R. Terry

Patricia Ann

Dale Terrell

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT PLACE I
AS AMENDED, AND UPDATED⁵

BEING A PART OF THE NE ¼ OF SECTION 20-T13N-R4W, OF
THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA

This Declaration made June 21, 1979, by SUMMIT PLACE DEVELOPMENT COMPANY, an Oklahoma General Partnership, hereinafter referred to as "DECLARANT",

WITNESSETH:

WHEREAS, DECLARANT is of this date the owner of certain real property located in Oklahoma County, State of Oklahoma, as was made the subject of an owner's Certificate and Dedication of Summit Place I, a Plat recorded in Book 48 of Plats, at page 70, of the public record of Oklahoma County, Oklahoma; and

WHEREAS, the DECLARANT is the owner of certain real property located in Oklahoma County, State of Oklahoma, more particularly as set forth on the Exhibit "A" attached hereto, which real property will constitute the common area to be used and utilized for the purpose of the owners of all lots and blocks contained in Summit Place I, an Addition to Oklahoma City, Oklahoma, as recorded in Book 48 of Plats, at page 70, of the public records of Oklahoma County, Oklahoma; and

WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said Addition and the upkeep, maintenance, improvement and administration of the common area and its open areas, located or to be located upon the area referred to in our Exhibit "A", all improvements now existing and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charge hereinafter created;

AND, WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit Corporation, an entity to be known as SUMMIT PLACE HOME OWNERS ASSOCIATION NO. ONE, INC., for the purpose of exercising the aforementioned functions:

NOW, THEREFORE, DECLARANT does declare that the real property described in Exhibit "A" attached hereto, is and shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property, shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

⁵ This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and Owners Certificate and Restrictions.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT PLACE II
AS AMENDED, AND UPDATED⁶

BEING A PART OF THE NE ¼ OF SECTION 20-T13N-R4W, OF
THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA

This Declaration made August 12, 1982, by SUMMIT PLACE DEVELOPMENT COMPANY, an Oklahoma General Partnership, Capital City Construction Co., a corporation, Crestmark Homes, a General Partnership, Ed Wilson Homes, Inc., a corporation, Max Tyrrell Homes, Inc., a corporation, and T.J. Neumann & Associates, Inc., a corporation.

WITNESSETH:

WHEREAS, for the purpose of this instrument Summit Place Development Company, an Oklahoma General Partnership, shall be hereinafter referred to as "DECLARANT"; and

WHEREAS, DECLARANT and the entities above referred to are of this date the owners of all the real property dedicated and made part of Summit Place II, a platted area recorded in Book 49 of Plats, at page 35, of the public records of Oklahoma County, Oklahoma; and

WHEREAS, certain Declarations of Covenants, Conditions and restrictions covering and affecting Summit Place I, same being an area platted in book 48 of Plats, page 70, have been filed for record in book 4902, page 1014, including By-Laws of Summit Place Home Owners Association, Inc., also known as Summit Place Home Owners Association No. One, Inc., and

NOW, THEREFORE, the undersigned DECLARANT as well as the owners of the lots and blocks located in and a part of Summit Place Sec. II as recorded in Book 49 of Plats, page 35 do therefore adopt the terms, conditions and provisions as set out and contained in the Declarations of Covenants, Conditions and Restrictions for Summit Place I, and the By-Laws of the Summit Place Home Owners Association, Inc., as recorded in Book 4902, at page 1014 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Summit Place Sec. II,⁷ as recorded in book 49, page 35, of the public record of Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further the owners of the lots and blocks referred to in the platted area last above referred to shall become part of the Homeowners Association referred to above.

The ownership of all lots and blocks as a part of the plat of Summit Place Sec. II as recorded in Book 49, page 35 of the public records of Oklahoma County, Oklahoma.

⁶ This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and Owners Certificate and Restrictions.

⁷ The highlighted text outlines the adoption of all terms conditions and provisions set out for Summit Place I.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT PLACE III
AS AMENDED, AND UPDATED⁸

BEING A PART OF THE NE ¼ OF SECTION 20-T13N-R4W, OF
THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA

This Declaration made March 18, 1983, by SUMMIT PLACE DEVELOPMENT COMPANY,
an Oklahoma General Partnership.

WITNESSETH:

WHEREAS, for the purpose of this instrument Summit Place Development Company, an
Oklahoma General Partnership, shall be hereinafter referred to as "DECLARANT"; and

WHEREAS, DECLARANT and the entities above referred to are of this date the owners of all
the real property dedicated and made part of Summit Place III, a platted area recorded in Book
50 of Plats, at page 67, of the public records of Oklahoma County, Oklahoma; and

WHEREAS, certain Declarations of Covenants, Conditions and restrictions covering and
affecting Summit Place I, same being an area platted in book 48 of Plats, page 70, have been
filed for record in book 4902, page 1014, including By-Laws of Summit Place Home Owners
Association, Inc., also known as Summit Place Home Owners Association No. One, Inc., and

NOW, THEREFORE, the undersigned DECLARANT is the owner of all lots and blocks
located in and a part of Summit Place Sec. III as recorded in Book 50 of Plats, page 67 does
hereby adopt the terms, conditions and provisions as set out and contained in the Declarations
of Covenants, Conditions and Restrictions for Summit Place I, and the By-Laws of the Summit
Place Home Owners Association, Inc.,⁹ as recorded in Book 4902, at page 1014 of the public
records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all
lots and blocks dedicated as a part of the platted area known as Summit Place Sec. III, as
recorded in book 50, page 67, of the public record of Oklahoma County, State of Oklahoma, as
though the same were included in detail herein. Further the owners of the lots and blocks
referred to in the platted area last above referred to shall become part of the Homeowners
Association referred to above.

⁸ This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and
Owners Certificate and Restrictions.

⁹ The highlighted text outlines the adoption of all terms conditions and provisions set out for Summit Place I.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT PLACE IV
AS AMENDED, AND UPDATED¹⁰

BEING A PART OF THE NE ¼ OF SECTION 20-T13N-R4W,
OKLAHOMA CITY, OKLAHOMA,
as recorded in Book 49 of plats, at page 12 of the public records.

This Declaration made April 29, 1982, by SUMMIT PLACE DEVELOPMENT COMPANY,
an Oklahoma General Partnership.

WITNESSETH:

WHEREAS, for purposes of this instrument, Summit Place Development Company, an
Oklahoma General Partnership, shall be hereinafter referred to as "DECLARANT"; and

WHEREAS, DECLARANT is the owner of all real property dedicated and made a part of
Summit Place IV, a platted area, recorded in Book 49 of Plats, at page 12, of the public records
of Oklahoma County, Oklahoma; and

WHEREAS, certain Declarations of Covenants, Conditions and restrictions covering and
affecting Summit Place I, same being an area platted and dedicated and filed for record in book
48 of Plats, page 70, have been filed for record in book 4902, page 1014, including By-Laws of
Summit Place Home Owners Association, Inc., also known as Summit Place Home Owners
Association No. One, Inc., and

NOW, THEREFORE, the undersigned DECLARANT is the owner of all lots and blocks
located in and a part of Summit Place Sec. IV as recorded in Book 49 of Plats, page 12 does
hereby adopt the terms, conditions and provisions as set out and contained in the Declarations
of Covenants, Conditions and Restrictions for Summit Place I, and the By-Laws of the Summit
Place Home Owners Association, Inc.¹¹, as recorded in Book 4902, at page 1014 of the public
records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all
lots and blocks dedicated as a part of the platted area known as Summit Place Sec. IV, as
recorded in book 49, page 12, of the public record of Oklahoma County, State of Oklahoma, as
though the same were included in detail herein. Further the owners of the lots and blocks
referred to in the platted area last above referred to shall become part of the Home Owners
Association referred to above.

¹⁰ This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and
Owners Certificate and Restrictions.

¹¹ The highlighted text outlines the adoption of all terms conditions and provisions set out for Summit Place I.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT PLACE V
AS AMENDED, AND UPDATED¹²

BEING A PART OF THE NE ¼ OF SECTION 20-T13N-R4W, OF
THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA
As recorded in Book 50 of Plats at page 94 of the public records,
Oklahoma County, Oklahoma

This Declaration made November 16, 1983, by SUMMIT PLACE DEVELOPMENT
COMPANY, an Oklahoma General Partnership.

WITNESSETH:

WHEREAS, for the purpose of this instrument Summit Place Development Company, an
Oklahoma General Partnership, shall be hereinafter referred to as "DECLARANT"; and

WHEREAS, DECLARANT is the owner of all the real property dedicated and made part of
Summit Place V, a platted area recorded in Book 50 of Plats, at page 94, of the public records
of Oklahoma County, Oklahoma; and

WHEREAS, certain Declarations of Covenants, Conditions and restrictions covering and
affecting Summit Place I, same being an area platted and dedicated and filed for record in book
48 of Plats, page 70, have been filed for record in book 4902, page 1014, including By-Laws of
Summit Place Home Owners Association, Inc., also known as Summit Place Home Owners
Association No. One, Inc.

NOW, THEREFORE, the undersigned DECLARANT is the owner of all lots and blocks
located in and a part of Summit Place Sec. V as recorded in Book 50 of Plats, page 94, does
hereby adopt the terms, conditions and provisions as set out and contained in the Declarations
of Covenants, Conditions and Restrictions for Summit Place I, and the By-Laws of the Summit
Place Home Owners Association, Inc.,¹³ as recorded in Book 4902, at page 1014 of the public
records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all
lots and blocks dedicated as a part of the platted area known as Summit Place Sec. V, as
recorded in book 50, page 94, of the public record of Oklahoma County, State of Oklahoma, as
though the same were included in detail herein. Further the owners of the lots and blocks
referred to in the platted area last above set out shall become part of the Homeowners
Association referred to above.

¹² This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and
Owners Certificate and Restrictions.

¹³ The highlighted text outlines the adoption of all terms conditions and provisions set out for Summit Place I.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT PLACE VI
AS AMENDED, AND UPDATED¹⁴

BEING A PART OF THE NE ¼ OF SECTION 20-T13N-R4W,
OKLAHOMA CITY, OKLAHOMA,
As recorded in Book 51 of plats, at page 29, of the public records,
Oklahoma County, Oklahoma

This Declaration made August 10, 1984, by SUMMIT PLACE DEVELOPMENT COMPANY,
an Oklahoma General Partnership.

WITNESSETH:

WHEREAS, for the purpose of this instrument Summit Place Development Company, an
Oklahoma General Partnership, shall be hereinafter referred to as "DECLARANT"; and

WHEREAS, DECLARANT is the owner of all real property dedicated and made part of
Summit Place VI, a platted area recorded in Book 51 of Plats, at page 29, of the public records
of Oklahoma County, Oklahoma; and

WHEREAS, certain Declarations of Covenants, Conditions and restrictions covering and
affecting Summit Place I, same being an area platted in book 48 of Plats, page 70, have been
filed for record in book 4902, page 1014, including By-Laws of Summit Place Home Owners
Association, Inc., also known as Summit Place Home Owners Association No. One, Inc., and

NOW, THEREFORE, the undersigned DECLARANT is the owners of all lots and blocks
located in and a part of Summit Place Sec. VI as recorded in Book 51 of Plats, page 29 does
hereby adopt the terms, conditions and provisions as set out and contained in the Declarations
of Covenants, Conditions and Restrictions for Summit Place I, and the By-Laws of the Summit
Place Home Owners Association, Inc.,¹⁵ as recorded in Book 4902, at page 1014 of the public
records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all
lots and blocks dedicated as a part of the platted area known as Summit Place Sec. VI, as
recorded in book 51, page 29, of the public record of Oklahoma County, State of Oklahoma, as
though the same were included in detail herein. Further the owners of the lots and blocks
referred to in the platted area last above referred to shall become part of the Homeowners
Association referred to above.

¹⁴ This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and
Owners Certificate and Restrictions.

¹⁵ The highlighted text outlines the adoption of all terms conditions and provisions set out for Summit Place I.

ARTICLE I.¹⁶
RESTRICTIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to SUMMIT PLACE HOME OWNERS ASSOCIATION NO. ONE, INC., a corporation, to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- B. "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto and other real property as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.
- C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association.
- D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of all or any part of the properties with the exception of the common areas.
- E. "Corner Lot" shall mean any lot which abuts other than its real line upon more than one street and /or Common Area.
- F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the recorded plat of SUMMIT PLACE I.
- G. "Member" shall mean and refer to every person and/or entity that hold membership in the Association.
- H. "Building Limit Line" shall mean the line so designated on the recorded plat of SUMMIT PLACE I.
- I. "Split-Level Residence" shall mean a split-level residence may be split form side-to-side, or front-to-rear, depending upon the direction of fall or slope for a particular lot. A front-to-rear split would normally appear to be a one-story home from the street or front view and would appear to be a two-story home from rear view and would have a two-level yard, the rear yard being lower than the front yard. A side-to-side split would normally be a multi-level structure on the left or right and a one-level or one-story on the opposite side.

¹⁶ These articles are contained in the Declaration for Summit Place I and are adopted and applicable to all sections I - VI.

- J. “One and one-half Story” Shall mean a one- and one-half story home is distinguished by the fact that the second story portion does not fully cover the first story in area and may have separate roofs. Another typical distinguishing feature is a high-pitched roof typical of a period type home with projecting dormer windows for the upstairs rooms, normally bedrooms. Sometimes, there are one or more one-story wings projecting outward from the center or two-story section.
- K. “Company” shall mean SUMMIT PLACE DEVELOPMENT COMPANY, a General Partnership, herein referred to as “Company” shall have the final discretion and authority to grant waivers, determine frontage, set-backs, and exercise all other rights and authority herein granted, for the property, and its judgment and determination therein shall be final and binding on all properties.
- L. “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- M. “Fences” shall mean the following where the context so indicates:
- a. “Adjoining Fences” shall refer to two or more separate fences, which adjoin and are exposed to public view.
 - b. “Common Area Fences” shall refer to any fence on a lot, which is adjacent to, abuts or borders any Common Area.
 - c. “Association Fences” shall refer to any fence erected or placed on any Common Area.
 - d. “Public Fence” is any fence adjacent to, abutting upon, or bordering areas dedicated to the public.
- N. “Developer” shall refer to SUMMIT PLACE DEVELOPMENT COMPANY, a General Partnership, its successors and assigns.
- O. “Owner” shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Lot, which is or may become a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- P. “Zero Lot Line” shall mean and refer to that line where the building limit line, side set-back and /or rear set-back lines are the same as the lot line less one (1) inch,

unless the same is contrary to the building lines shown on the recorded plat, restrictive covenants or the building code of the City of Oklahoma City.

ARTICLE II.
FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Exhibit "A" hereof, it is the intension of the Declaration to cause additional Declarations to be filled with respect to additional property, which additional Declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as member of the Association and of additional Common Areas to be owned by the Association.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, Rules and Regulations, as from time to time established and/or amended. The Common Areas, which will be owned by the Association, include other lands which are not included in the Plat.

Section 2. If, within fifteen (15) years of the date of the incorporation of the Association, the DECLARANT should develop additional lands within this area, such additional lands may be annexed to the said properties without the ascent of the Members.

ARTICLE III.
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE IV.
MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential and multi-family residential lot covered by this Declaration and any future Declaration covering additional property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE V.
OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas will ultimately be owned by the Association. Until such time as record ownership of the common Areas is vested in the Association, the membership of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members; the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.
- B. The right of the Association to change reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage said property and the rights of said mortgagee in said properties shall be subordinate to the rights of the Members hereunder.
- D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations.
- E. The right of the Association, with the prior consent of the Developer, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described in the plat of SUMMIT PLACE I,

referred to herein, to the Association, free and clear of all encumbrances and liens, when the number of lots sold in the platted development exceeds seventy-five (75%) percent of the total number of lots in said plat.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of all the members of all classes. The Board of Directors of the Association may from time to time, establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all members regardless of class.

ARTICLE VI. CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have three (3) classes of voting membership, as follows:

Section 1. Voting Classes.

Class A. Class A Members shall be all those Owners of single-family residential lots with the exception of DECLARANT. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Living Unit Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be all those Owners of multi-family residential lots upon which is erected a multi-family residential structure containing two or more living units. Class B members, when a Class vote is required, shall vote as a Class and each Class B Member shall be entitled to one vote for each living unit contained in a Multi-family structure(s) erected upon a Lot of which the Class B Member holds the interest required for Membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one vote per living unit be cast with respect to any Lot.

Class C.¹⁷ The Class C Member shall be the Developer. The Class C Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV.

Section 2. Class Votes. Each Class of members shall be entitled to one vote as a Class, only when the proposal to be voted on:

- A. Provides for an increase in the annual assessment as to such Class, and which proposed assessment requires the approval by the Members of the Association pursuant to Article VII hereof
- B. Provides for special assessments for capital improvements to be assessed against the particular Class;
- C. Provides for the merger, consolidation, liquidation or dissolution of the Association;
- D. Provides 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 for the purpose of obtaining funds or 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.
- E. Provides for the election of Directors of the Association in accordance with the By-Laws of the Association.

ARTICLE VII.
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot, by acceptance of a deed thereof, whether or not shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association; (1) annual assessments or charges; and (2) special assessment s for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer, the

¹⁷ Class C no longer exists as all lots have been developed and/or built.

Association or any Owner. Each such assessment, together with such interest, cost and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assignment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the last as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basic and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Original Amount</u> <u>Current, as of (1-1-2018)</u>
Class A.	\$120.00 per year
Class B.	\$286.00 ¹⁸ \$120.00 per year / per living unit \$286.00
Class C.	No assessment to be made at any time. N/A

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 increase by the Board of Directors effective January 1 of each year without a vote of the Membership, providing such increase does not exceed ten percent (10%) of the then existing annual assessment.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established as hereinabove set forth, by a vote of the Members for the next succeeding two (2) years and at the end of each such period of

¹⁸ Although the dues are currently \$286.00 they can be adjusted by the board as outlined in this document.

two years, for each succeeding two (2) years; providing that any such change as to any class shall have the assent of a majority of the Members of such Class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than (10) nor more than (40) days in advance of the meeting setting out the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all Classes of Members, a special assessment applicable to that year only, for the purpose of 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, including the necessary fixtures and personal property related thereto; providing that, any such assessment as to any Class shall have the assent of at least two-thirds (2/3 rds) of the Members of such Class of Members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided, further, that the maximum amount of any special assessment which may be assessed against any Member of any Class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against each Member for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for each class of Members and may be collected on at least a yearly basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of the votes of each class of Membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at any adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home or multi-family unit is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be leased or otherwise, within ten (10) days

after a single-family home or any multi-family living unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. 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 date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certification in writing signed by an Officer of the Association, setting forth whether the assessment on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property; and interest, costs and reasonable attorneys' fees or such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use or the Common Area or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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.

Section 10. Exempt property. The following property subject to this Declaration shall be exempt from the assessment:

- (a) All properties dedicated to and accepted by a local public authority,
- (b) The Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessment.
- (d) No assessment on vacant lots.

ARTICLE VIII.
RESTRICTIONS AND ENFORCEMENT RIGHTS

The restrictions herein set forth and as set forth in the Owners Certificate and Restrictions to Summit Place I, Sec. II, Sec. III, Sec. IV, Sec. V, and Sec. VI, shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their ownership of title to said land, and the owner or owners of any of the above land or the Summit Place Homeowners Association, Inc. (also known as Summit Place Home Owners Association, No. One, Inc., an Oklahoma non-profit corporation) shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

The method of appointment of members of the Architectural Control Committee (hereinafter "Architectural Committee") shall be as set forth in the Owners Certificate and Restrictions to Summit Place I, Sec. II, Sec. III, Sec. IV, Sec. V, and Sec. VI.

ARTICLE IX
RIGHT TO ASSIGN

The DECLARANT and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

ARTICLE X.
DURATION

All of the restrictions set forth herein shall continue and be binding upon DECLARANT and Developer, and upon their successors and assigns, for a period of twenty-one years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten years; providing, however, that the Owners of three-fourths of the Lots herein platted may, at the end of such twenty-one year term or at the end of any successive ten-year period

thereafter, by written instrument signed by all of such persons, vacate or modify all or any part of this Declaration.

In Witness whereof, the Declarant has set its hand and seal this 21st day of June 1979.

SUMMIT PLACE DEVELOPMENT COMPANY
A GENERAL PARTNERSHIP
BY: TERRELL DEVELOPMENT CORPORATION,
A CORPORATION

BY Dale E. Terrell, president
General Partner

CAPITAL CITY CONSTRUCTION CO.
A CORPORATION

BY W. R. Terry, President
General Partner

OWNERS CERTIFICATE AND RESTRICTIONS¹⁹
TO SUMMIT PLACE I, II, III, IV, V, VI
AS AMENDED, AND UPDATED

A subdivision of a Part of the Northeast Quarter (NE1/4) of Section 20, Township Thirteen North (T13N), Range Four, West (R4W), of the Indian Meridian (I.M.), in Oklahoma County, Oklahoma.

WHEREAS, Summit Place is more particularly described as follows, to-wit:

All of SUMMIT PLACE I, as recorded in Book 48 of Plats, Page 70 in the office of the County Clerk of Oklahoma County, Oklahoma, and

All of SUMMIT PLACE II, as recorded in Book 49 of Plats, Page 35 in the office of the County Clerk of Oklahoma County, Oklahoma, and

All of SUMMIT PLACE III, as recorded in Book 50 of Plats, Page 67 in the office of the County Clerk of Oklahoma County, Oklahoma, and

All of SUMMIT PLACE IV, as recorded in Book 49 of Plats, Page 12 in the office of the County Clerk of Oklahoma County, Oklahoma, and

All of SUMMIT PLACE V, as recorded in Book 50 of Plats, Page 94 in the office of the County Clerk of Oklahoma County, Oklahoma, and

All of SUMMIT PLACE VI, as recorded in Book 51 of Plats, Page 29 in the office of the County Clerk of Oklahoma County, Oklahoma.

KNOWN ALL MEN BY THESE PRESENTS:

That the owners of the land shown on the described plat has caused said properties to be surveyed and platted under the name of SUMMIT PLACE, a subdivision on a part of the Northeast Quarter (NE1/4) of Section 20, T13N, R4W, I.M., Oklahoma County, Oklahoma, and to be subdivided into blocks, lots, streets, avenues, roads, drives, lanes, and places as shown on the accompanying plat, and do hereby dedicate to public use all the streets and avenues within the subdivision and reserve for installation and maintenance of utilities a strip of land off the rear of each lot and where else shown on the recorded plat. All lands so dedicated to the public use are free and clear of all encumbrances so that the title is clear except as shown in the Bonded Abstracter's Certification on said plat.

¹⁹ This section Incorporates amendments to the originally filed Declaration of Covenants, Conditions and Restrictions and Owners Certificate and Restrictions.

RESTRICTIONS AND PROTECTIVE COVENANTS²⁰

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves or our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.

DEFINITIONS

A split-level residence may be split from side-to-side, or from front-to-rear, depending upon the direction of fall or slope for a particular lot. A front-to-rear split would normally appear to be a two-story home from the rear view and would have a two-level yard, the rear yard being lower than the front yard. A side-to-side split would normally be a multi-level structure on the left or right and a one-level or one story on the opposite side.

A one and one-half story home is distinguished by the fact that the second story portion does not cover fully the first story in area and may have separate roofs. Another typical distinguishing feature is a high-pitched roof typically of a period type of home with projecting dormer windows for the upstairs rooms, normally bedrooms. Sometimes there are one or more one-story wings projecting outward from the center or two-story sections.

Summit Place Development Company, herein referred to, as "COMPANY" shall have the final discretion and authority to grant waivers, determine frontage, set backs, and exercise all other rights and authority herein granted, for the property and its judgment and determination therein shall be final and binding on all parties.

RESTRICTIONS

A "Corner Lot" is one that abuts on more than one street and any lot except a corner lot shall be deemed to front on the street on which it has the smaller dimensions, except where the Company shall designate in any deed conveying any corner lot thereafter made by it, the street on which said corner lot shall hereafter be considered as fronting. The street upon which a lot fronts as above provided shall be deemed to be the front street.

The word "Street" as used in these restrictions shall include any street, avenue, place, drive, boulevard, road, lane, way, terrace, or court, as shown on the plat.

²⁰ There are some differences in these restrictions depending upon your section.

By "Front Building Limit Line" is meant the Building limit line as shown on the plat which fronts on the Street. Due to the existing trees and topography, the residences are not required to parallel the front building limit lines.

The word "Plot" shall mean a parcel of land consisting of not less, than one lot, but may consist of more than one lot.

The word "outbuilding" shall mean any enclosure covered structure not attached to the main residence which it serves.

USE OF LAND:

All lots in said addition shall be used for residential purposes only. All residence shall have a minimum square footage, as follows:

Summit Place I, all Lots: single family residence shall be 1700 square feet.

Summit Place II, all Lots: Not specified

Summit Place III, all Lots: Single family residence shall be 1800 square feet. Two-story residence shall be 1100 square feet on the lower level.

Summit Place IV, all Lots: single family residence shall be 2000 square feet. Two-story residence shall be 1100 square feet on the lower level. Duplex or patio home shall be a total for both sides equal to 2400 square feet.

Summit Place V, all Lots: Single family residence shall be 1800 square feet. Two-story residence shall be 1100 square feet on the lower level.

Summit Place VI, all Lots: Single family residence shall be 1800 square feet. Two-story residence shall be 1100 square feet on the lower level.

Split-level, one and one-half story and two-story homes must have a minimum of fifty percent (50%) or one-half (1/2) of the designated square footage in the ground floor area.

In computing the square footage of a residence, the footage is to be figured exclusive of basement, open porches, carports and garages.

All lots are designated residential and are single-family or duplex residential or patio home and shall be used for private residence purposes only, and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being

designed for occupancy by a single family in its entirety. Each duplex and patio home having two units attached and being designed for occupancy by a single family in each.

The area designated as A, B, C, & D shall be used as common area only.

ARCHITECTURAL COMMITTEE:

No building shall be erected on any lot or block until the building plans, specifications and plot plan showing the location thereof have been approved in writing as to the harmony and conformity of the exterior design and as to the location with respect to the topography and as to the size and architecture by the Architectural Committee composed of three members selected by the Board of Directors of the Summit Place Homeowners Association, Inc. (also known as Summit Place Home Owners Association, No. One, Inc., an Oklahoma non-profit corporation). The Board of Directors of the Summit Place Homeowners Association, Inc., shall have the authority, in its sole discretion and without cause, to remove any member of the Architectural Committee. Each member of the Architectural Committee must be a member of the Summit Place Homeowners Association, Inc., and shall serve as a member of the Architectural Committee until replaced by the Board of Director of Summit Place Homeowners Association, Inc., or until such individual is no longer a member of the Summit Place Homeowners Association, Inc., or until the death or resignation of such individual. The original Architectural Committee shall be composed of Dale E. Terrell, W. R. Terry, and Donald L. Chesser.

If no answer is received within thirty (30) days, then the owner may commence construction as planned.

The principal first floor material of the exterior of each wall of the buildings in said section shall be seventy per cent (70%) brick, stone, or stucco, and all outbuildings, except greenhouses, shall be constructed of the same materials as the residence to which it is appurtenant and the determination of the Architectural Committee as the permissible amount of other materials on the exterior of the first floor shall be final and binding on all persons. Wood or Masonite of a durable variety may be used in all the second story exterior of any residence.

GARAGES:

Garages and carports may be attached, built-in or detached from the dwelling and must be wide enough for the storage of at least two standard size automobiles and all residences must contain at least a two-car garage.

Boats, campers and similar type trailers may be kept on the premises providing they are parked in such locations as to be totally concealed from the street, and under no

condition may any cross-country semi trailer or commercial vehicles be parked in front of any of the developed area overnight or at any extended length of time except to temporarily service the development or the residential property. Under no conditions may a trailer of any type be occupied temporarily or permanently, as a residence except during construction when a worker or night watchmen may live in a trailer on the premises during the construction period only and then only with the permission of the Architectural Committee, in writing.

OUTBUILDINGS:

Every outbuilding, except a greenhouse, erected on any of said lots, shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

Plans and specifications for outbuildings such as cabanas, greenhouses, playhouses, servant's quarters and similar buildings to be erected on any of the said lots shall be submitted, in advance of construction to the Architectural Committee.

No house or outbuilding shall be moved on to any lot from another locality.

Upon the commencement of excavation for the construction of a house on any lot in this plat, the work must be continuous weather permitting, until the house is completed. No delay in the course of construction within the period of twelve (12) months from the date the house is started shall be permitted, unless further extension of time for the completion of said house is given by the company in writing.

FRONTAGE:

Every residence erected on any lot shall present a pleasant and compatible elevation on the street or streets on which said plot fronts. Houses on corner lots shall have presentable elevation on both streets.

All composition roofs within Summit Place I, Sec. II, Sec. III, Sec. IV, Sec. V, and Sec. VI shall be composed of a laminated Architectural Style Shingle of a dark gray weathered wood color, with a weight of three hundred fifteen (315) pounds per square or greater (hereinafter the "Roof Standard")

An owner(s) of any lot within Summit Place I, Sec. II, Sec. III, Sec. IV, Sec. V, and Sec. VI may submit a written request for written pre-approval from the Architectural Committee regarding that owner's use of alternative roofing material which is compatible in appearance and quality with the Roof Standard. The Architectural Committee shall have the authority, in its sole discretion, to pre-approve alternative roofing material which meets or exceeds the Roof

Standard. If an owner receives no response from the Architectural Committee within thirty (30) days of the date of request for pre-approval, then the owner making the request for pre-approval may commence as planned.

REARRANGING, SUBDIVIDING, OR REPLATTINGS:

None of the lots shall be re-subdivided, re-platted or rearranged in any manner that would allow a greater number of houses to be constructed than there are building sites now platted, it being the contention of the Company to restrict this property so that a greater number of houses cannot be built than there were building sites originally platted for this purpose.

Due to the change in demand and desirability of Summit Place Addition, this covenant may be amended by the Architectural Committee.

SETBACK OF RESIDENCE FROM STREET LINE:

No residence or part thereof, except as hereinafter provided shall erect or maintain on any of said lots nearer to the front street than the Front Building Limit Line of the lot or lots on which building may be erected, as shown on said plat. The side property limit line for each side of the main structure shall be at least five (5) feet from the property line, unless consent for a lesser setback be given in writing by Company.

Covered or uncovered, but not enclosed porches, porte-cocheres and terraces may be extended beyond the Front Building Limit Line and side building limit line not more than five (5) feet. Bay and other windows, landings, spoutings, chimneys, steps and other similar projections may extend not more than four (4) feet beyond the Front Building Limit Line.

Cornices, spoutings, chimneys and primarily ornamental projections may extend two (2) feet nearer said site property line.

No fences or walls around any of the property herein described shall be commenced, erected, or maintained, nor shall any extension or alteration of any fence or wall be constructed until the erection, construction or extension of such fence or wall shall have the approval in writing of the Architectural Committee, as herein constituted, and that in approving the building of any fence or wall, or extension or alteration of any fence or wall, the Architectural Committee shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the side of the building, the harmony thereof with the surroundings and the effect of the construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring property.

In the event of the failure of the Architectural Committee to approve or disapprove the design and location of a proposed fence or wall within fifteen (15) days after plans and specifications have been submitted to it, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.

SIGNS, BILBOARDS AND MISCELLANEOUS STRUCTURES:

The construction and maintenance of billboards, or advertising boards or structures on any lot in said plat is prohibited except the signs or billboards advertising the rental or sale of such property are permitted, providing they do not exceed five square feet in area, unless with the written consent of the Company.

No store, business or commercial building, apartment or church shall be erected on any lot nor shall any commercial activity be conducted on any lot.

No noxious or offensive activities 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.

No antennas shall project more than five (5) feet above the original extreme height of the existing structure. Nor should any antenna be distracting to the rear or non-compatible to the existing structure.

No cows, horses or other livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the Company, at its discretion, mow said lot, trim trees, remove trash or refuse and said lot shall be subject to a lien for the cost involved.

No garage or outbuildings on any plot shall be used as residence or living quarters except by servants engaged on the premises.

No building material of any kind or character shall be placed or stored upon the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

DEDICATION OF UTILITY EASEMENTS:

The areas shown on the plat as easements are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water and other utility services by any person, firm or corporation engaged in supplying such services to the public in said section who shall have access to such easements at any time for such purposes. Limits of access shall be as shown on said plat.

No lot owner shall demand or require the furnishing of electric service through or from overhead electric distribution facilities so long as electric service is available from underground electric distribution facilities.

DURATION:

All of the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns, for a period of forty (40) years from the date of this instrument; and provided further, that they shall automatically be extended thereafter for successive periods of ten (10) years, unless otherwise amended by written agreement of the owners of at least seventy five (75%) of said lots, and filed of record at least one (1) year prior to the expiration of the original forty (40) year period or any said ten (10) year period.

RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their seizure of or title to said land. The owner or owners of any of the lots or the Summit Place Homeowners Association, Inc. (also known as Summit Place Home Owners Association, No. One, Inc.), an Oklahoma non-profit corporation) shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions above set forth and may recover reasonable attorney fees and other expenses incident to said injunction proceeding in addition to the costs of all legal action for damages for failure of any owner or owners of any lot or lots shown on this plat to comply with any of the restrictions herein set forth.

OWNERS RIGHT TO ASSIGN:

The owner, by appropriate instrument, may assign or convey to any person, firm, organization, or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.

PLAT INVOLVED:

The foregoing instructions cover and affect SUMMIT PLACE, SECTIONS I, II, III, IV, V, VI, also known as SUMMIT PLACE I, II, III, IV, V, VI.

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