

A/

**DECLARATION OF HOMEOWNERS ASSOCIATION  
FOR ST. JAMES PARK ADDITION SECTION 1 AND  
ST. JAMES PARK ADDITION SECTION 2**

(3600)

Doc#: R 2000 13957  
Bk&Pg: RB 3156 1475-1489  
Filed: 04-24-2000 RRB  
09:12:35 AM RT  
Cleveland County, OK

THIS DECLARATION, entered into as of the date of the hereinafter reflected acknowledgment by St. James Park, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of certain real property located in Norman, Cleveland County, State of Oklahoma, which is more particularly described as follows:

All of St. James Park Addition Section 1 and St. James Park Addition Section 2, to Norman, Oklahoma, according to the recorded plats thereof.

WHEREAS, Declarant intends to create a community which provides for the construction, upkeep, repair, and maintenance of certain common areas in, adjoining, or near the above addition, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said addition, and for the maintenance, upkeep, improvement and administration of the community property and any other property later made a part of such association, and all improvements now existing or hereinafter erected thereon, and to establish and create an entity and agency for such purpose, and for the purpose of administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, St. James Park Homeowners Association, Inc. for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Article II hereof, along with any subsequently annexed property, is and shall be held, occupied, sold and conveyed subject to the easements, covenants, restrictions, dedications, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, all of which shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in said

real property or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration shall, unless the context shall not permit, have the following meanings:

A. "Association" shall mean and refer to St. James Park Homeowners Association, Inc. a non-profit 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 Article II hereof.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free 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.

D. "Common Areas" or "Commonly Owned Property" or "Association Property" shall mean:

i. Any common or pedestrian access areas located near, in, or adjoining St. James Park Addition Section 1 and St. James Park Addition Section 2 to Norman; and

ii. The care and upkeep of a portion of an existing lake area located to the east of St. James Park Addition Section 1 to Norman; and

iii. Any other common area or property made a part of or, subsequently annexed to, and made part of this Declaration and Association property;

E. "Lot" shall mean and refer to any lot shown upon the recorded subdivision map of all or any part of the Properties with the exception of the common areas.

F. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.



G. "Person" shall mean an individual, corporation, partnership, Association, trust or other legal entity, or any combination thereof.

H. "Dwelling Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

I. "Fences" shall mean the following where the context so indicates:

i. "Adjoining fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

ii. "Common area fences" shall refer to any fence on a lot which is adjacent to, abuts, or borders any common area.

iii. "Association fences" shall refer to any fence erected or placed on any common area.

iiii. "Public fence" is any fence adjacent to, abutting upon or bordering areas dedicated to the public.

J. "Developer" shall refer to Declarant, its successors or assigns.

K. "Development" shall mean the real property contained within St. James Park Addition Section 1 and St. James Park Addition Section 2, a copy of such plat maps of which are attached hereto, marked "Exhibits A and B" and incorporated herein by reference.

## ARTICLE II

### 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 Norman, Cleveland County, State of Oklahoma, and is more particularly described as follows:

ST. JAMES PARK ADDITION SECTION 1 and ST. JAMES PARK ADDITION SECTION 2, to Norman, Oklahoma according to the recorded plats thereof.

### ARTICLE III

#### ASSOCIATION PROPERTY/RIGHTS/OBLIGATIONS

Section 1. The Association property will be composed of the following:

- a. Any common or pedestrian areas located near, in, or adjoining St. James Park Addition Section 1 and St. James Park Addition Section 2, the Association will be responsible. This association will be responsible for the maintenance, upkeep, repair of such areas; and
- b. Any other common area or property made a part and parcel of such Association, including, but not limited to, any subsequently annexed property, which shall be made a part of the Association pursuant to the terms of this Declaration.
- c. Any swimming pool, cabana, or related improvements that may subsequently be built on any existing, or subsequently platted additions, and annexed as a part of this Declaration. Any such improvements shall be initially built by the developer, but the care and upkeep will be maintained by the Association;
- d. The Association will at all times have the right of ingress and egress, and a continuing easement and right of way over and across any adjoining property owners lots for the purpose of repairing and maintaining, or having access to any commonly owned or maintained areas;
- e. The Association property shall, at all times, be subject to the general terms and conditions of this Declaration, the By-Laws, and Articles of Incorporation of the Association;
- f. The mowing and landscaping of the common area of the Association shall be accomplished by professional third parties at the expense of the Association. It is the intent of this paragraph that contracts for the same not be let to homeowners within the addition, nor their relatives;
- g. The Association shall at all times, carry a personal injury/property liability policy for the benefit of the Association and all parties being a part of the Association in amounts, and on terms, as the Directors of the Association deem appropriate, all to be paid for from Association funds.



## ARTICLE IV

### MEMBERSHIP, CLASSES OF MEMBERS AND VOTING RIGHTS

Section 1. Every person who is a record owner of a fee or undivided interest in a lot in the Development shall be a member of the Association; provided, that any such person who holds such interest merely as a security for the performance of an obligation shall not be a member. Ownership of such lot shall be the sole qualification for membership.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all the owners of lots with the exception of the 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 lot in which it holds the interest required for membership by Section 1 of this Article. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. If one dwelling unit is constructed on two or more lots only one Class A membership will be assigned to such lots containing the single dwelling unit.

Class B. Class B members shall be the Developer. The Class B members shall be entitled to three (3) votes for each lot in which Declarant or Developer holds the interest required for membership by Section 1 of this Article IV. Such voting rights shall also continue as to Class B members as to any future annexed properties to the Association.

Section 3. Each class of members shall be entitled to 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 VI 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 property of the Association for the purpose of obtaining funds for credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association;

e. provides for the election of Directors by the Association in accordance with the by-laws of the Association, with the exception of the initial Directors which are set forth in the Articles of Incorporation, who shall hold office until January 1, 2001, or until their successors are elected or they otherwise resign.

## ARTICLE V

### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members Easements of Enjoyment. Each member of the Association shall have the right, and co-equal easement of enjoyment in the Association, or common area property, subject to compliance with this Declaration, the By-Laws, and Articles of Incorporation of the Association.

Section 2. The Association shall control, maintain, repair, manage and improve the Common areas/Association property as provided in this Declaration and in its Articles of Incorporation and By-Laws. In that regard, the Association shall, at all times, have a perpetual easement and right to enter upon such Association property and individual lot owners property for the purpose of the repair, maintenance, and upkeep of any common or commonly maintained areas. Such right and power of control and management shall be exclusive.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1)



annual assessments or charges; and (2) special assessment for capital improvements, such assessments to be fixed, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that notice of such lien is filed of record by the Declarant, the Association or any owner. Each such assessment, together with such interest, costs, and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned rising by reason of such assessment, shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement, care, maintenance, and upkeep of any common areas, (which may at some point in time include maintenance and upkeep of a pool, cabana, and related improvements that may be built on any existing or future annexed additions).

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall begin on July 1, 2000 and shall be prorated for any purchaser of any property from the date this Declaration is filed until January 1, 2001. If any assessment has been paid for the year while either a Class A or B member is an owner, a subsequent conveyance of the property for that particular year will not change until the 1st day of January of the following year, unless being prior notified by the Board of Directors in any increase of assessments. The assessments on a pro-rata basis, for the year 2000, will be due no later than thirty (30) days after July 1, 2000. Subsequent full year assessments shall be due no later than thirty (30) days after the 1st day of January of any year, beginning in the year 2001. The initial maximum annual assessments shall be as follows:

|                |                          |
|----------------|--------------------------|
| Class A Member | <u>\$150</u> per year    |
| Class B Member | <u>\$112.50</u> per year |

From and after January 1, 2001 the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased



above ten (10%) percent provided, that any such increase 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, setting out the purpose of the meeting, shall be sent to all members not less than ten (10) nor more than forty (40) days in advance of the meeting. After consideration of current 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 herein provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, 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 areas, including the necessary fixtures and personal property related thereto; provided, that any such assessment as to any class shall have the assent of at least two-thirds (2/3) of the members of such class pursuant to votes cast at a meeting duly called for this purpose of the meeting, notice of which shall be sent to all members of such class not less than ten (10) or more than sixty (60) days in advance.

Section 5. Quorum for Meetings. At any meeting of the members of the Association, the presence at the meeting of members or written proxies entitled to cast a majority of all the votes of the 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 an adjourned meeting, and at the adjourned meeting, a minimum of ten (10) members being present shall constitute a quorum.

Section 6. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence on July 1, 2000. Unless notification is made to any party within thirty (30) days before the first of January of any given year, the assessments for the preceding year shall stay the same. The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

Section 7. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessments which are not paid within thirty (30) days of being due, shall have added thereto a late penalty of Twenty-five Dollars (\$25.00) together with interest thereon from the due date of eighteen (18%) percent per



annum, together with a reasonable attorneys fees and costs of collection thereon. The Association shall have the right to file an Assessment Lien on any such property, the same of which shall be a continuing lien on the property, and which shall bind such property in the hands of the then owner, his/her heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law against the owner to recover the amount for which he may become liable and/or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his lot.

Section 8. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages filed of record prior to any past due assessments being due. Sale of 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 subsequent of the filing of any such mortgage. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration, shall be exempt from the assessments:

- a. All properties dedicated to and accepted by a local public authority; and
- b. The common areas; and
- c. Any other common property or area for which the Association is responsible; and

## ARTICLE VII

### ACCOUNTING OF ASSOCIATION

Section 1. ACCOUNTING: The Treasurer of the Association shall furnish a copy of a balance sheet showing income and disbursements, and balance in the Association account, to all Association members at least once each calendar year.

## ARTICLE VIII

### RESTRICTION ENFORCEMENT

Enforcement by Association: Declarant has heretofore filed with the County Clerk of Cleveland County, Oklahoma, in Book 3156 Page 1466-1474 Cleveland County records, a certain "Owners Certificate, Dedication and Reservations" as to St. James Park Addition Section 1 and St. James Park Addition Section 2 to Norman, Oklahoma according to the recorded plat thereof. It shall be the right and duty of the Association to enforce all the terms and conditions set forth in such document.

Section 1. The covenants and restrictions contained in this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this instrument, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that the owners of three-fourths (3/4) of the lots herein platted, may at the end of such twenty (20) years term or at the end of any successive ten (10) year period thereafter, by a written instrument, signed by all of such persons, vacate or modify all or any part of this declaration and the covenants herein contained.

*deleted  
see Amendment*

## ARTICLE IX

### EXPANSION/ANNEXATION RIGHTS

Section 1. RIGHT TO EXPAND: Declarant owns other real property that is bordering, near or adjacent to the additions set forth herein. Upon and in the event, in the future, Developer, its successors or assigns, plats subsequent addition(s) adjacent, near, or bordering the additions set forth herein, Developer shall have the right and authority, by Supplementary Declaration, to annex such additional real property to this Declaration. The same will be in the form of a supplementary declaration, be in writing, and contain the following:

A. Description of the land to be annexed;

B. A description of any property to become a part and parcel of such Association;



C. Any improvements that may have been placed on any subsequently annexed property which will be the responsibility of all additions covered by this Declaration or any Supplementary Declaration;

D. Declarant shall have the right to determine when assessments begin as to any area subsequently annexed to this Declaration.

Upon the filing of any Supplementary Declaration, all existing lot owners covered by this Declaration within St. James Park Addition Section 1 and St. James Park Addition Section 2, and future lot owners of the property to be annexed shall be bound by the terms of this Declaration and any such Supplementary Declarations. At that point, assessments to all additions applicable shall be adjusted accordingly by the Board of Directors to meet the demands of the Association to pay for care and upkeep of any common areas or improvements thereon, subject to any terms set forth in any Supplementary Declaration.

## ARTICLE X

### ASSIGNMENT RIGHTS

Section 1. RIGHT TO ASSIGN. Declarant 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 Declarant, 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.

## ARTICLE XI

### RIGHTS TO AMEND

Section 1. AMENDMENTS. Declarant, or a representative designated by them, hereby reserves and are granted the right and power to record a Special Amendment to the Declaration at any time and from time to time which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, furtherance of the foregoing, a power coupled with an interest is

hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence or obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

Section 2. This Declaration of Homeowners Association for St. James Park Addition Section 1 and St. James Park Addition Section 2 may be amended at any time upon an affirmative vote of three-fourths (3/4) of the voting membership upon a meeting held for such purpose. However, the voting membership shall be done under the voting procedure set forth herein using the voting rights set forth in Article IV herein, as to Class A and Class B members.

## **ARTICLE XII**

Section 1. RIGHT TO JOIN. There is an adjoining addition known as Pebble Brook Addition Section 2 to Norman, Oklahoma, according to the recorded plat thereof. Declarant, by this document, herewith grants all owners within said adjoining addition the right, upon appropriate application, to join the Association organized herein. However, such right must be done by duly written document approved by Declarant, and signed by such joining parties, and filed of record. If such parties do join the Association set forth herein by the terms set forth above, they shall forever be a part and parcel of the Association, and be subject to all the terms and conditions set forth herein. **Provided however, no single lot owner within the above addition shall have the right to join this Association. If joined, all lot owner's must join the same at the same time, and pursuant to the above terms.**

## **ARTICLE XIII**

Section 1. NOTICES. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.



## ARTICLE XIV

Section 1. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## ARTICLE XV

Section 1. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

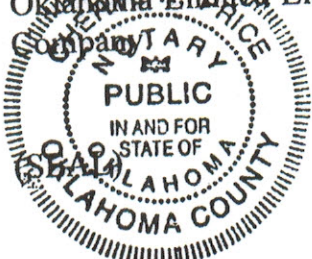
In witness whereof, the undersigned, St. James Park, L.L.C. hereby executes the same as of the date and year first above written.

St. James Park, L.L.C., an  
Oklahoma Limited Liability  
Company

By: Anthony K. Mirzaie  
Anthony K. Mirzaie, Manager

STATE OF OKLAHOMA            )  
  )    SS:  
COUNTY OF CLEVELAND        )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of March, 2000, by Anthony K. Mirzaie, Manager of St. James Park, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said Limited Liability Company.



Cheryl A. Rice  
Notary Public

My Commission Expires:  
3-13-03

AFFIDAVIT

STATE OF OKLAHOMA       )  
                                      )  
COUNTY OF CLEVELAND    )       SS:

The undersigned, Cheryl K. Price, of lawful age, first being duly sworn upon oath states as follows: that I am a notary public licensed in the State of Oklahoma; that on the 15<sup>th</sup> day of March, 2000, I acknowledged the signature of Anthony K. Mirzaie, as Manager of St. James Park, L.L.C. for the Declaration of Homeowners Association for St. James Park Section 1 and Section 2 recorded in Book 3156, Page 1475; that the acknowledgment failed to have the date such acknowledgement was taken; that notwithstanding the absence of such date, the same was notarized on the date above mentioned.

Further, affiant sayeth not.

Cheryl K. Price  
Cheryl K. Price

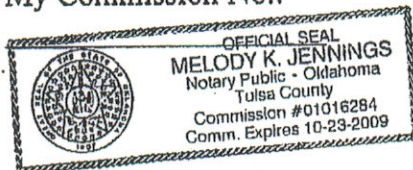
This instrument was acknowledged before me this 29<sup>th</sup> day of March, 2007 by Cheryl K. Price.

(SEAL)

Melody K. Jennings  
Notary Public

My Commission Expires:

My Commission No.:





**AMENDMENT TO  
DECLARATION OF HOMEOWNERS ASSOCIATION  
FOR ST. JAMES PARK ADDITION SECTION 1 AND  
ST. JAMES PARK ADDITION SECTION 2**

WHEREAS, on the 24th day of April, 2000, in Book 3156, Page 1475, there was filed in the office of the County Clerk of Cleveland County, a certain Declaration of Homeowners Association relating to the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

**All of St. James Park Addition Section 1 and St. James  
Park Addition Section 2, to Norman, Oklahoma,  
according to the recorded plats thereof.**

WHEREAS, certain portions of Article XI of the above Declaration provided for the rights to have the same amended. However, certain portions of Article VIII of said document also provided for amendments. The portion thereof reflecting the rights to amend the same in Article VIII were superfluous and were not intended to be placed in said document.

WHEREAS, the undersigned Declarant, being entitled to more than 3/4 of the voting membership has as a Class B member, does herewith desire to amend such original Declaration as above set forth to delete the additional language that was not intended to be placed therein. The undersigned now desires to reduce the same to writing.

**NOW, THEREFORE, the undersigned does herewith amend the hereinabove mentioned Declaration deleting all of Section 1 of Article VIII of said Declaration in it's entirety.**

Except as hereinabove set forth, the original Declaration filed in Book 3156, Page 1475, Cleveland County records, shall remain in full force and effect.

In witness whereof, the undersigned, St. James Park, L.L.C. hereby executes the same as of the date and year first above written.

St. James Park, L.L.C., an  
Oklahoma Limited Liability  
Company

By: \_\_\_\_\_  
Anthony K. Mirzaie, Manager

STATE OF OKLAHOMA       )  
  )  
COUNTY OF CLEVELAND   )       SS:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by Anthony K. Mirzaie, Manager of St. James Park, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said Limited Liability Company.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



Doc#: R 2001 11327  
Bk&Pg: RB 3252 138-139  
Filed: 04-04-2001 BAH  
01:55:21 PM DL  
Cleveland County, OK

**AMENDMENT TO  
DECLARATION OF HOMEOWNERS ASSOCIATION  
FOR ST. JAMES PARK ADDITION SECTION 1 AND  
ST. JAMES PARK ADDITION SECTION 2**

10 I

WHEREAS, on the 24th day of April, 2000, in Book 3156, Page 1475, there was filed in the office of the County Clerk of Cleveland County, a certain Declaration of Homeowners Association relating to the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

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WHEREAS, certain portions of Article XI of the above Declaration provided for the rights to have the same amended. However, certain portions of Article VIII of said document also provided for amendments. The portion thereof reflecting the rights to amend the same in Article VIII were superfluous and were not intended to be placed in said document.

WHEREAS, the undersigned Declarant, being entitled to more than 3/4 of the voting membership has as a Class B member, does herewith desire to amend such original Declaration as above set forth to delete the additional language that was not intended to be placed therein. The undersigned now desires to reduce the same to writing.

**NOW, THEREFORE, the undersigned does herewith amend the hereinabove mentioned Declaration deleting all of Section 1 of Article VIII of said Declaration in it's entirety.**

Except as hereinabove set forth, the original Declaration filed in Book 3156, Page 1475, Cleveland County records, shall remain in full force and effect.

RETURN TO:  
Shadowlake Land Corp.  
2601 Venture Dr.  
Norman, OK 73069

In witness whereof, the undersigned, St. James Park, L.L.C. hereby executes the same as of the date and year first above written.

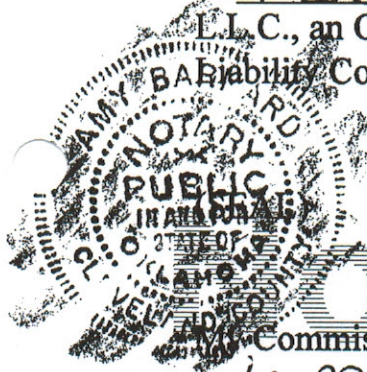
St. James Park, L.L.C., an  
Oklahoma Limited Liability  
Company

By: Anthony K. Mirzaie  
Anthony K. Mirzaie, Manager

STATE OF OKLAHOMA     )  
  )  
COUNTY OF CLEVELAND    )

SS:

The foregoing instrument was acknowledged before me on this 21st day of March, 2001, by Anthony K. Mirzaie, Manager of St. James Park, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said Limited Liability Company.



Amy Barnard  
Notary Public

Commission Expires:  
6-23-01