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**AMENDED AND RESTATED  
OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS  
OF ST. JAMES PARK, SECTIONS 1, 2, 3, 4, 5 & 6**

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Owner's Certificate, Dedication and Reservation of St. James Park, Sections 1, 2, 3, 4, 5, & 6 (herein the "**Consolidated Restrictive Covenants**") is entered into by St. James Park, L.L.C., an Oklahoma limited liability company (the "**Declarant**").

**WITNESSETH:**

**WHEREAS**, Declarant first established the St. James Park neighborhood by filing the Declaration of Homeowners Association for St. James Park Addition Section 1 and St. James Park Addition Section 2 filed with the Cleveland County Clerk in Book 3156, Page 1475, on April 4, 2000 (the "**Original Declaration**"), wherein Declarant set forth a system of neighbor governance and administration for which to ensure that the St. James Park neighborhood develop, keep, and remain a vibrant and well-maintained community;

**WHEREAS**, in addition to St. James Park Addition Section 1 & 2, Declarant annexed and incorporated St. James Park Addition Sections 3, 4, 5, & 6 into the general scheme of governance established under the Original Declaration (all St. James Park Addition Sections referred herein as "**St. James Park Property**") as more particularly described and depicted on **EXHIBITS "A" & "B"**, and such other property that may be annexed from time to time;

**WHEREAS**, Declarant set forth certain conditions, restrictions, and covenants for each addition of the St. James Neighborhood, namely, the Owner's Certificate, Dedication and Reservations for Section 1 and 2 of the St. James Park Neighborhood filed in the Cleveland County Clerk in Book 3156, Page 1466 on April 24, 2000 (the "**Section 1 & 2 Restrictive Covenants**"); the Owner's Certificate, Dedication and Reservations for Section 3 and 4 of the St. James Park Neighborhood filed in the Cleveland County Clerk in Book 3967, Page 354 on March 11, 2005 (the "**Section 3 & 4 Restrictive Covenants**"); the Owner's Certificate, Dedication and Reservations for Section 5 of the St. James Park Neighborhood filed in the Cleveland County Clerk in Book 5382, Page 825 on January 23, 2015 (the "**Section 5 Restrictive Covenants**"); and the Owner's Certificate, Dedication and Reservations for Section 6 of the St. James Park Neighborhood filed in the Cleveland County Clerk in Book 5304, Page 459 on June 18, 2014 (the "**Section 6 Restrictive Covenants**")(collectively, referred to as the "**Existing Restrictive Covenants**");

**WHEREAS**, for the efficient administration of the neighborhood, Declarant desires to amend and entirely restate the Existing Restrictive Covenants with this Consolidated Restrictive Covenants so as to provide a more effective and efficient general plan of governance and policy;

**WHEREAS**, pursuant to the Original Declaration and the Existing Restrictive Covenants, Declarant possesses full right and authority to amend the Existing Restrictive Covenants according to the respective amendment paragraphs of each, which generally state, “these covenants and restrictions may be amended, modified, or revoked by an instrument in writing, signed and filed of record, by at least three-fourths (3/4ths) of all lot owners in all sections of St. James Park additions(s), with such votes to be cast based on Class A members having one (1) vote per Lot and Class B members having ten (10) votes per Lot, as such lots are owned throughout all additions and sections of St. James Park.

**NOW, THEREFORE**, the Declarant, signing hereto agrees to amend, restated, and wholly supplant the Existing Restrictive Covenants with the below Consolidated Restrictive Covenants.

### **RESTRICTIVE CONVENANTS**

1. **Protective Covenants.** For the purpose of providing an orderly development of the entire St. James Park Neighborhood, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of Declarant and its successors in title to the subdivision above mentioned and the neighbors and lot owners within the St. James Neighborhood, Declarant hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere and shall run with the land.

2. **Residential Use Restrictions.** All lots in said the St. James Park Neighborhood are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private attached garage for not less than two automobiles, and such other outbuildings strictly incidental to residential use of the lot as may be approved by the Architectural Committee.

3. **Architectural Committee.** Declarant desires to establish a Community-Wide Standard for the architectural design, maintenance and repair of the homes to be built in St. James Park Neighborhood. No building shall be erected, constructed, remodeled, built, placed or altered on any lot in the St. James Park Neighborhood until the building plans, construction plans, specifications, elevations, and lot plans (the “Plans”) showing the location and design of all aspects of such building or remodel have been approved in advance in writing as to conformity and harmony of external design with existing structures and the finished grade elevation, in the sole discretion of and by a committee composed of any two of the following: Justin J. Cervi, Don Cervi, or Anthony K. Mirzaie, or by a combination of two or more of said parties, or their designees (the “**Architectural Committee**”). The Architectural Committee shall remain composed of those individuals named herein until Declarant no longer owns a lot within the St. James Neighborhood or Declarant voluntarily elects to relinquish control of the Architectural Committee, at which time the Architectural Committee shall be appointed by the voting membership of St. James Park Neighborhood pursuant to the Original Declaration. In determining whether the Plans

are in conformity and harmony with the external design of the other area existing structures, the Architectural Committee may consider such factors including, but not limited to, the brick color and style, the paint color, window design and material, roof design and material, all exterior materials, landscaping, pavement, site plan and orientations, dimensions, quantities quality of materials, garage doors, front door design, and all other aspects of a lot or buildings design or construction. The Architectural Committee is also charged with the responsibility of approving any future alterations, additions, improvements or repairs to the exterior or that may affect the exterior of the homes, sites, and structures in the subdivision. Owners must submit a written description and detailed plans and specifications of the improvements to be made prior to the start or permitting of any construction. Further, the Architectural Committee shall have the authority to require Owners to maintain all structures, landscaping and other improvements on any lot in a neat and well-kept manner so as not to detract from the overall appearance of the St. James Park Neighborhood, as determined by the committee in its sole discretion. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and these covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

A. **No Waiver.** The persons reviewing applications for the Architectural Committee and their collective vision for the neighborhood will change from time to time. Approval of applications for any work done or proposed shall not be deemed to constitute a waiver of the right of the Architectural Committee to withhold approval as to any similar applications, or other matters subsequently or additionally submitted for approval, nor shall the approval of any matter create a precedent for future applications or work.

B. **Limitation of liability.** The decisions, standards, and procedures established for the Architectural Committee do not create any duty to the persons thereon. The Declarant, the Architectural Committee, and any committee, or member of any of the foregoing shall not be held liable for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any lot. In all matters, the Architectural Committee and its members shall be defended and indemnified by the Association and held harmless.

4. **Utility/Drainage Facility Use.** Reserves for installation and maintenance of pipeline right of ways, utilities, and drainage facilities are reserved as shown on the recorded plats, as may be amended. Within these reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or change the direction of flow of drainage channels. In the event that maintenance, repair or replacement of the reserved areas becomes necessary, the Declarant (or the Association after Declarant turns over control to the Association) will be responsible for the construction of a temporary

roadway within the reserved areas for the purpose of performing the necessary maintenance, repair or replacement and to provide reasonable temporary access by the public, the residents of the St. James Park Neighborhood, the City of Norman and emergency responders. The Declarant, or its successors or assigns, will be responsible for all of the reasonable costs that are directly attributable to the construction and removal of said temporary roadway until such time as the St. James Park Homeowners Association assumes control of the common areas within St. James Park Additions. At that time the St. James Park Homeowners Association will assume responsibility for the cost and construction of any such roadway or reserved areas and the Declarant shall be relieved of all obligations and liabilities thereto. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting or underlying properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of the flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible. It shall be the Lot Owner's responsibility and duty to comply with all City of Norman ordinances, including but not limited to all ordinances that pertain to zoning, land use, storm water, water use, utility use, and other matters pertaining to each lot.

5. **Antennas.** All television, ham or other type radio antenna must be placed in the attic of a residence. In addition, no antenna of any kind, including satellite antennas or dish type receivers shall exceed 36" x 32" in diameter. The antenna or dish shall be placed on the rear portion of a residence or on the side of a residence **no farther than 5 feet from the rear corner of the residence**. The antenna or dish on homes built on corner lots shall be placed on the side or rear portion of the residence **no farther than 5 feet from the rear corner of the residence farthest from the side street**. In the event a satellite antenna or dish type receiver is installed on a pole, the antenna may not exceed 7 feet in height and may not be located in any area of the lot that that may be seen from the street. Additionally, all antennas and dishes must be located behind any fence line requirement in these restrictions. No such antennas or dishes shall be placed on the front of any residence. Notwithstanding the requirements within this paragraph, all of antennas, satellite dishes, and similar improvements must be first approved in writing by the Architectural Committee.

6. **Square Footage.** The minimum square footage of habitable interior air-conditioned living area of the main structure, exclusive of covered and open porches, patios, and garages, on all lots in the St. James Park Neighborhood, shall be as follows:

**A. Section 1:**

- i. Lots 1-13, Block 2: 1650 square feet
- ii. Lots 1-7, Block 4, 1650 Square feet
- iii. Lots 3-25, Block 5, 1950 square feet

- iv. All other lots and blocks within Section 1: 1800 square feet

B. **Section 2:** 1800 square feet on all lots.

C. **Section 3:**

- i. Lots 1-5, Block 1: 2,000 square feet
- ii. Lots 1-6, Block 2: 2,000 square feet
- iii. Lots 1-6, Block 3: 1,900 square feet
- iv. Lots 1-24, Block 4: 2,000 square feet
- v. Lots 1-6, Block 5: 2,100 Square feet

D. **Section 4:**

- i. Lots 1-5, Block 1: 1,700 square feet
- ii. Lots 1-3, Block 2: 1,800 square feet
- iii. Lots 4-5, Block 2: 2,000 square feet
- iv. Lots 6-10, Block 2: 1,800 square feet
- v. Lots 1-12, Block 3: 1,800 Square feet
- vi. Lots 13-27, Block 3: 1,700 square feet
- vii. Lots 1-12, Block 4: 1,800 square feet
- viii. Lots 1-4, Block 5: 1,700 square feet

E. **Section 5:** 1,850 square feet on all lots

F. **Section 6:** 1,750 square feet on all lots

7. **Window Air Conditioners.** No window type air conditioners shall be allowed.

8. **Garage Conversion.** No owner of any residential property covered by these Restrictions shall have the right to convert any garage to a living area.

9. **Building Set Back Lines.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or further than thirty-five (35) feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. In addition, side street set minimum building set back lines shall be fifteen (15) feet, unless otherwise shown on the plat maps. No dwelling shall be located nearer than five (5) feet to a non-street side lot line, including garages or other outbuildings. In no event shall the distance between residential buildings be less than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building. Provided however, that this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

10. **Prohibited Activity.** No business, trade, or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any nearby or adjacent lot owner.

11. **Prohibited Building Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or for any other function either temporarily or permanently.

12. **General Fence Restrictions.** No fence shall be installed forward of the front building corners on either side of the residence. All fences must be approved by the Architectural Committee and shall be of wood, brick, masonry, or decorative iron construction; provided, however, that no fences made of treated pine shall be allowed. Wood fences must be constructed with steel posts of a minimum 13-gauge thickness. Further provided, in the event any wood fences are constructed on any lot, such wood fencing must not have the wood panels pointed at the top (gothic) type fencing. All fences which are installed on a corner lot and/or bordering a side street must be installed a minimum of 5 ft. inside of the property line. No fencing shall be more than six (6) feet in height unless approved by the Architectural Committee. Further, any areas on the plat map that is labeled "pedestrian access" or "pedestrian easement" shall at all times be left open and unfenced. In addition, no fencing shall be allowed within any areas described as a "drainage easement".

A. **Section 1 & 2 Specific Fence Restrictions.** All fences shall be of wood, brick, masonry, or decorative iron construction, with the exception of Lots 11 – 19, inclusive of Block 5, St. James Park Section 1, which, if fenced, shall have fences across the rear lot line of decorative iron construction only. In addition, all such rear fences shall be alike, and approved by the Architectural Committee.

B. **Section 3 & 4 Specific Fence Restrictions.** With the exception of Blocks A – K, inclusive, all fences shall be of wood, brick, masonry, or decorative iron construction.

C. **Section 5 Specific Fence Restrictions.** Any fence constructed across the rear lot line of Lots 7, 8, 9 and 10 of Block 1, Lots 1 and 2 of Block 2 and Lots 1 and 2 of Block 3 of St. James Park Section 5 Addition, shall be of decorative iron construction only and shall be at a height of four (4) feet and all of such rear fences must be all alike, and approved by the Architectural Committee set forth herein.

13. **Detached Garages.** No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

14. **Animals.** No exotic animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for ordinary domesticated house pets. The total combined number of dogs and/or cats and/or other ordinary domesticated house pets kept on any lot shall be limited to three (3). No animals shall be kept, bred or maintained for a commercial purpose. All noise and nuisance complaints as related to any animals or pets shall be directed by the lot owners to the City of Norman code enforcement for enforcement measures through the City of Norman and not the Association or Declarant.

15. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the property for sale or rent by an individual property owner. As to signs used by a builder to advertise the property during the construction and sales period, the same shall not exceed six (6) square feet, be located on an area of the lot as approved by the architectural committee and shall not be in violation of any Ordinance of the City of Norman, Oklahoma. A sign used to advertise a contractor or sub-contractor shall not exceed six (6) square feet and must be removed within 2 weeks after the start of the work to be performed by the contractor or sub-contractor. No sign shall be placed on any Lot the content of which is intended to slander disparage or embarrass any Lot Owner, Builder or the Declarant and the Lot owner and the person erecting or placing such sign hereby grants to the Declarant and/or the Board of Directors of the Association permission to enter upon the Lot for the purpose of removing such sign.

16. **Type of Construction and Prohibited Residences.** All residences shall be of new construction built on site, and no residence, part of a residence, or garage, may be moved from another area into this subdivision. Mobile or modular homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot. However, a movable type construction office may be left on site during construction of a residence, so long as it is not lived in, and is left there no longer than nine (9) months, or for so long as is approved for builders by the Architectural Committee.

17. **Direction of Homes.** All homes are to face the front of the street proper along which other houses are facing along the same street, except as may be approved by the committee in writing. If approved by the committee, the front building set back line on a side street must be a minimum of twenty (20) feet. Further, in the event of such approval, the committee shall have the right to determine the type of fencing and elevations facing the street proper.

18. **Prohibited Use of Driveways and Streets.** For more than twenty-four (24) hours, driveways and the streets within St. James Park Neighborhood shall not be used for storage for such items as trailers, boats, campers, RV's, flat-bed trucks, building materials, etc., including any recreational vehicle, trailer, camper, ATV's, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind, including any inoperable motor vehicle, unless otherwise approved by the Association. Only standard passenger cars or pick-up trucks not exceeding one (1) ton, shall be parked or permitted to remain on the driveway, or on the street adjacent to, any residential plot in this subdivision. The parking of commercial vehicles shall be limited to a period of time not to exceed twelve (12) hours. Furthermore, none of the above-mentioned vehicles or items are to be parked or stored either temporarily or permanently so as to be seen, in any manner, from any portion of the subdivision other than the lot on which it is parked. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited items above mentioned, other than the said operable standard passenger cars or pick-ups. In addition, the parking of any vehicle or items set forth in this paragraph

shall be done on a concrete surface. Further, there shall be no over-night or habitual parking of operable or inoperable vehicles parked in the streets of the St. James Park Neighborhood, in front of any lot, or in the case of corner Lots, on the side street. In the discretion of the Association, and for the efficient administration thereof, the Association may choose, in its sole discretion, to not prosecute lot owners for minor infractions of this paragraph, provided that, do so shall not constitute a waiver of the restrictions herein to any lot owner.

19. **Detached Garages.** No detached garages shall be permitted on any lot in said subdivision, except upon approval of the Architectural Committee or their representatives.

20. **Roofs.** The roof (both initial and replacement) of all dwellings built in said addition must be of a "timberline type" shingle, and be of a weathered wood style, color and appearance, or other type of approved gray shingle. No three-tab shingles are permitted except for the ridge and starter shingles. **The Architectural Committee must approve in prior written form any variance to the above provisions.** All roofs must in the corresponding sections must meet the following criteria:

- A. **Section 1 & 2:** Warranted shingle of 25 years or better with a minimum pitch or slope of 6/12
- B. **Section 3 & 4:** Warranted shingle of 30 years or better with a minimum pitch or slope of 7/12
- C. **Section 5:** A minimum pitch or slope of 7/12
- D. **Section 6:** A minimum pitch or slope of 7/12

21. **Outbuildings.** All outbuildings, including but not limited to, accessory buildings, sheds, lean-to's, storage structures, gazebos, pergolas, canopies, garden structures, and all structures placed in addition to the primary residence, must be first approved in writing by the Architectural Committee. Outbuildings made of vinyl or possessing a gambrel style roof are prohibited. In addition, all outbuildings must have shingles that will match the principal residence, have a maximum of a seven (7) foot interior wall height and maximum roof height of ten (10) feet. All outbuildings must be located a minimum of five (5) feet from any fence line and property line and shall be painted a color that matches the residence. In addition, no outbuildings shall be located on any utility or drainage easement area. No steel, metal or aluminum buildings shall be allowed. The roof pitch shall be a maximum of 5/12. Any variance of the above provisions must be approved by the Architectural Committee in writing prior to the installation or construction of the outbuilding.

22. **Landscaping.** The Architectural Committee has established a Community-Wide standard for the landscaping of all newly constructed homes on the lots within the St. James Park Neighborhood. The Community-Wide landscaping standard shall consist of a minimum of the following:

- A. 26 three-gallon shrubs;
- B. 2 five-gallon shrubs;



- C. 10 bags of mulch a minimum of 2.5 cubic feet in volume;
- D. and sufficient additional mulch for any additional shrubs or trees required to meet the City of Norman ' s landscaping ordinance.

All lot owners, including but not limited to, the Declarant and all subsequent lot owners shall maintain the landscaping initially placed on the lot in a style in keeping and in harmony with the Community-Wide standard as approved by the Architectural Committee, and shall replace such landscaping as needed. All lots must have the front yards sodded with solid grass, which shall be mowed and maintained at a height not to exceed six (6) inches. All newly constructed homes on lots must have a minimum of \$1,000 expended on landscaping within two weeks of an occupancy permit being issued on such property. Such \$1,000 requirement shall not include any expenditure on trees or sodding on the property in making up such total amount. In that regard, upon the property being sold to an initial builder or buyer, the Developer shall have the right to file a Notice against the property until such time as it is proven that such landscaping has been completed, and the Developer or Association shall have the right to withhold any letter of approval as to obligations being met when requested at time of sale for a lot. At such time as evidence of the same has been given to the Developer, it will release such Notice.

23. **Garbage Cans.** All garbage and recycling containers or refuse areas are to be fully screened and covered from view of street and from adjoining lots. The Architectural Committee shall approve the screening of the garbage and recycling containers.

24. **Exterior Requirements.** The principal exterior of any residential structure shall be at least seventy percent (70%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance writing by the committee.

25. **Fireplaces.** All wood burning or non-wood burning fireplaces vented above the eave located on the front, street side or any side facing a street of any home must be brick or brick veneer from top to bottom. Direct vented fireplaces located on any side street must be brick veneered to bottom of eave. No fireplace vented on the front of a residence through the wall below the eave shall be allowed.

26. **Storm Shelters.** Any storm shelter placed located outside of any residence shall have the following restrictions which must be complied with:

- A. It must be located in the back yard of the residence;
- B. The back yard must be entirely enclosed within a 6 foot wood or masonry sight proof fence;
- C. All storm shelters must be approved in advance in writing by the Architectural Committee;
- D. The storm shelter, including any air vents or turbines, may not protrude more than 48 inches above the lowest yard elevation;

- E. No storm shelter shall in any event be visible from any city street.

27. **Right to Amend.** The undersigned Declarant, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same (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, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a granted acknowledgement of, and a consent to the reservation of the power 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 mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.

28. **Amendment.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods often (10) years each. However, prior to the above mentioned date, or any successive period dates, these covenants and restrictions may be amended, modified or revoked by an instrument in writing, signed, and filed of record, by at least three-fourths (3/4) of all lot owners in all sections of the St. James Park addition(s), with such votes to be cast based on Class A members having one (1) vote per Lot and Class B members having ten (10) votes per Lot, as such lots are owned throughout all additions and sections of the St. James Park Neighborhood.

29. **Enforcement.** If Lot Owners, or any of their successors, or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in any section of St. James Park, including but not limited to the Declarant and the City of Norman to prosecute any proceedings at law and/or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages, costs, or other dues for such violation, including attorney's fees in the prosecution and enforcement of said covenants. In addition, as a further remedy, and without limitation on all remedies available at law or equity to any party, in the event of a violation of these covenants, Declarant, any owner owning a property within the addition, or the Homeowners Association may proceed with enforcement thereof by the following procedure:

- A. Unless otherwise provided herein, a letter must be sent to the

homeowner, giving the homeowner a thirty (30) day notice of such violation and the right to correct such violation. In the event the violation is not cured within said 30 day period of time, in addition to all costs of enforcement, a fine in the amount of \$100 shall be levied against the lot for each occurrence and violation per each month. In the case of a vehicle or inoperable vehicle (e.g. trailer) being parked in violation of this paragraph, the Declarant or Association may levy the listed fine for each calendar day that the vehicle is parked in violation hereof.

B. In the event, the violation is not cured by within the expiration of 30 day cure period, referred to above, the annual assessment for that Lot shall **DOUBLE** for so long as the violation remains uncured, which such doubling shall be effective immediately upon the expiration of the thirty day cure period, with such doubling to be prorated to the number of days remaining in that assessment period. Any such party having the right to enforce the same shall have the right to file a notice against such Lot which would list the violation and give such enforcing party the right to proceed with any proceedings allowed by law to comply with these Consolidated Restrictive Covenants.

C. All violations of the Covenants that are of a temporary nature (e.g. violations relating to Paragraphs 18, 14, 15, 23, unkept landscaping, etc.) (herein "Temporary Covenant Violations") may be strictly enforced by the Association without prior notice thereof. In the event that a lot owner or its respective guests, invitees, or other agents commit a Temporary Covenant Violation, such lot owner may be fined \$100.00 per occurrence. Provided, however, by vote of the lot owners, the Association may set forth a schedule of violations and associated fees that may exceed the limitations in this paragraph. The Association shall be limited to fining a lot owner \$100.00 per calendar day for all Temporary Covenant Violations. Furthermore, no Owner, Occupant, or their respective guest may avoid a Temporary Covenant Violation by evasive or devious measures that would violate the spirit of this paragraph (e.g. marginally moving a parked car in breach of this provision).

D. In addition to all fines and charges as allowed above, the violating lot owner shall reimburse the Association for ALL costs and expenses incurred to cure such violation, including but not limited to, all costs of enforcement and actions through third party agents or representatives or property managers for actions such as notices and inspections and other matters, reasonable attorneys' fees (including but not limited to all demand letters and actions regardless of whether any litigation is ever commenced), time and labor expense of the Association and/or Declarant or third party agents in addressing the enforcement and violation, and all other costs of enforcement. All remedies are cumulative and at the discretion of the Declarant or Association.

E. All fines, assessments, fees, and other charges of the Association authorized in the Original Declaration and/or these Consolidated Restrictive Covenants shall constitute a lien against the lot against which such charges are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure

payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by lawsuit, judgment, and foreclosure. The sale or transfer of any lot shall not affect the assessment lien or relieve such lot from the lien for any subsequent assessments. However, the sale or transfer of any lot pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure.

30. **Partial Invalidation.** Invalidation of any one of these covenants by Judgment or court order shall in no wise affect any of the other provisions, and such other provisions shall remain in full force and effect.

31. **CPI adjusting.** As it regards the dollar amounts put forth in Section 22 as to landscaping requirements and in Section 29.A. as to fine amount, in these Consolidated Restrictive Covenants, the Declarant or Association may annually adjust the amounts by the Consumer Price Index, All Urban Consumers, (CPI-U), in order to account for inflation over time.

32. **Foreclosure Readmission.** In the event that a lot is put through foreclosure and the lot has failed to make assessment payments prior to the foreclosure, resulting in a loss of dues to the Association from such lot, then such lot and its owner shall be deemed to be a defaulting member of the Association. In order for the lot owner to be readmitted into membership in the Association, the lot owner shall pay to the Association all expenses incurred by the Association through the foreclosure process, and a re-admittance fee equal to one year of the regular assessment amount.

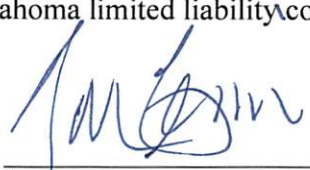
***Signature Page to Follow.***

IN WITNESS HEREOF, Declarant has executed the Consolidated Restrictive Covenants on the date set forth below.

“DECLARANT”

ST. JAMES PARK, L.L.C., an  
Oklahoma limited liability company

By:

  
Don Cervi, Member

MEMBER

DATE:

6-28-2019

**ACKNOWLEDGEMENT**

State of OKLAHOMA       )  
                                      )  
County of CLEVELAND    )       ss.

Before me, the undersigned Notary Public in and for the above county and state, on the date of June 28<sup>th</sup> 2019, personally appeared Don Cervi, as a Member of St. James Park, L.L.C., an Oklahoma limited liability company, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Seal:



N.P. signature:



RECEIVED

MAY 11 1964



## **EXHIBIT "A"**

### **The "St. James Park Neighborhood"**

All of ST. JAMES PARK, SECTION 1, a residential addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

All of ST. JAMES PARK, SECTION 2, a residential addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

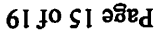
All of ST. JAMES PARK, SECTION 3, a residential addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

All of ST. JAMES PARK, SECTION 4, a residential addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

All of ST. JAMES PARK, SECTION 5, a residential addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

All of ST. JAMES PARK, SECTION 6, a residential addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

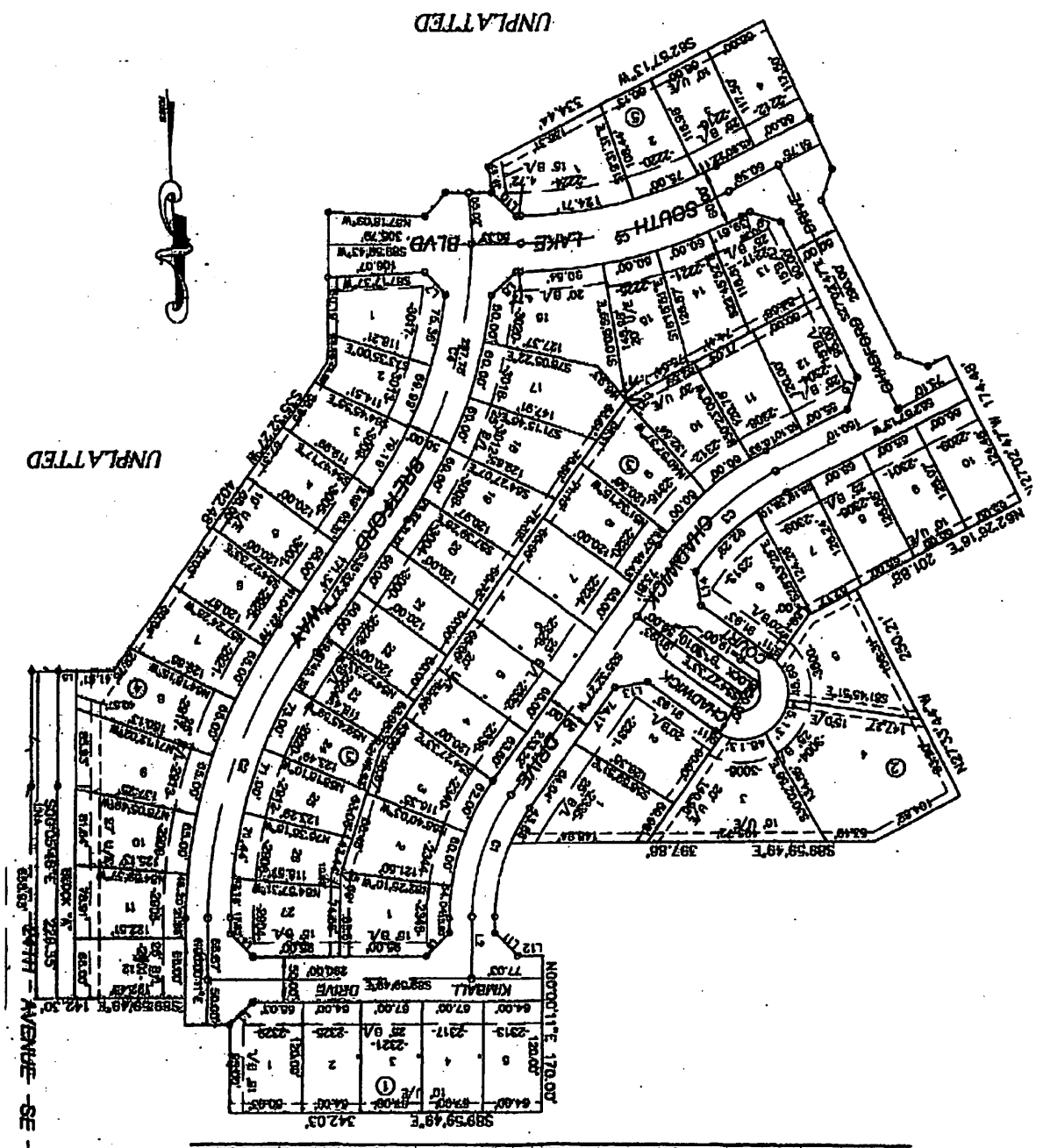
## SECTIONS 1 & 2







# FINAL PLAT ST. JAMES PARK, Section 4





## SECTION 6

