

RESOLUTION OF THE BOARD OF DIRECTORS THE MEADOW'S AT RIVERBEND

Ooc # 2007167989
Bk 10665
Ps 1864-1868
DATE 11/21/07 10:55:31
Filins Fee #21.00
Documentars Tax #0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

WHEREAS, the Owner's Certificate of Restrictions of The Meadows at River Bend, Sec 1 through 7, (hereinafter Restrictions) and the By-Laws of the Meadows Home Owners Association, Inc., (By-Laws) Article VII, Section 1a-f, allow the Board of Directors to adopt such Restrictions, and assessments for the violation thereof, that are consistent with the Restrictions and By-Laws; and

WHEREAS the Board of Directors finds that it is in the best interest of the Association, that certain rules, regulations, and assessments for the violation thereof be established;

NOW THEREFORE LET IT BE RESOLVED, that the following rules, regulations and assessments be adopted, on this 12th day of November 2007, to take effect as of January 1, 2008.

REITERATION OF EXISTING RESTRICTIONS

The following items are currently listed as items which are considered violations of the Associations Restrictions, Restrictions and By-Laws as interpreted by the Board, in accordance with their authority granted by the Architectural Committee:

- 1. It shall be a violation of Paragraph 10 to allow grass and weeds to remain in flower beds. In the event that a homeowner fails to timely and neatly manicure and maintain their flower beds, and allow grass and weeds to remain therein, if the same is visible from the street, shall be a violation of the Restrictions and the Homeowner shall be subject to penalties as provided for in the Restrictions. "All lots shall be kept and maintained in such a manner as to not distract from the cleanliness and orderliness of the subdivision. The Architectural Committee designated in Paragraph 2 above shall have the sole authority to determine when a lot is not being maintained in a reasonably clean and orderly manner." Paragraph 10 of the Restrictions.
- 2. It is a violation of Paragraph 10 and 21 for any person to dispose of grass clippings in the public streets. This provision has been interpreted by the Board that failure to properly clean up and dispose of grass clippings is a violation of this provision. It is not acceptable to "blow" or "sweep" the clippings into the street, or any drainage ditch. "All small drainage channels, emergency overflow and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and, it shall be the responsibility of the owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of 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) the property owners shall 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." Paragraph 21 of the Restrictions.

- 3. It is a violation of Paragraph 10 to allow lawns to remain unmowed or appear unkempt. The Board has determined that any lawn which has grass or weeds taller than six inches shall automatically be deemed a violation of this section. A general failure to maintain a lawn may also be determined to be a violation by a unanimous vote of the Board.
- 4. It is a violation of Paragraph 11 to park any vehicle overnight upon any public street in the association. Any vehicle which is not parked in a garage, must be parked upon the driveway of the home. Parking in the yard is also a violation of the Restrictions. In addition it is a violation to store any recreational vehicle, boat, or camper in the driveway or upon any street in the association. Temporary parking of such vehicles (less than 24 hours) is permitted upon the driveway of a residence but not upon the street. "No automobile, truck, trailer, camper, recreational vehicle, boat, tent or any temporary structure of any nature whatsoever, shall ever be temporarily or permanently located or otherwise maintained forward of the front building setback limit line of each lot, as same is shown on the recorded plat, provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line on each building site. Temporary parking shall not be defined as to include overnight parking, and "on-street" parking is specifically prohibited by these restrictions. If any camper, trailer, boat, truck or recreational vehicle is stored behind the building limit line, sight-proof screening or fencing is required." Paragraph 11 of the Restrictions.
- 5. It is a violation of Paragraph 13 to store, or affix Basketball Goals in front of a residence in the association. Portable Goals are required to be stored against the side of the residence when not in use. In no event should a portable goal be left in front of a residence overnight. "No fence, walls or structures of any kind, including basketball goals, shall be built, placed or maintained in front of the front building line or in front of the house constructed thereon on any lot or building site." Paragraph 13 of the Restrictions.
- 6. It is a violation of Paragraph 21 for a Homeowner whose property abuts a drainage channel, emergency overflow or other swale which is not part of the drainage system maintained by a public authority or utility company, to fail to maintain and/or keep the same clear of any structure, plantings, or other item or material which may change the direction of flow, or obstruct or retard the flow of surface water therein.

NEWLY ENACTED Restrictions

- 7. It shall hereinafter be a violation of Paragraph 21 of Owner's Certificate of Restrictions of The Meadows at River Bend, for any homeowner, person acting on their behalf, or upon the homeowner's property to dispose of grass clippings, or other household or yard waste into any drainage channel, emergency overflow or other swale which is important to abutting properties but which are not part of the drainage system maintained by the City of Oklahoma City or other public utility.
- 8. It shall hereinafter be a violation of Paragraph 10, 21 and 23 of the Restrictions for any homeowner, person acting on their behalf, or upon the homeowner's property to dispose of grass

clippings, or other household or yard waste into any of the lakes located within The Meadows at River Bend.

DETERMINATION OF AMOUNT AND MANNER OF ASSESSMENT

It has been determined by the Board of Directors in accordance with their authority as granted by the Restrictions and By-Laws that it is necessary to establish procedures for the assessment of fines and the amounts thereof, for uniform and consistent enforcement of the above identified Restrictions.

In the event that a homeowner is deemed to be in violation of any of the above referenced Restrictions the Association will first provide the Homeowner with a courtesy letter, reminding them of the Restriction which they have been deemed in violation. Such letter shall only be provided to a Homeowner once in any twelve month period. Any repeated violation of a Restriction, or a violation of any other stated Rule and Regulation, within the twelve month period will result in a personal visit from a member of the Homeowners' Association to ensure that the Homeowner did in fact receive the initial letter and will at that time be provided a courtesy copy of such letter if the Homeowner requests a copy of the same. In the event that both the first and second violation are for a repeated violation of item 1, 2, 3, 6, 7 or 8 above, the Homeowner will at that time be assessed a penalty of \$25.00.

In the event that a Homeowner has a determination of three or more violations of any of the above identified Restrictions within a 12 month period, such Homeowner will be assessed a penalty of \$25.00 for each such violation.

In the event that there is a determination by the Board that a Homeowner is in violation of the Restrictions and that a Penalty should be assessed, the Homeowner shall be notified via First Class Mail by the Association's that the Association intends to assess such a penalty. If a Homeowner wishes to dispute the assessment of a penalty for violations as stated herein, they shall do so within 10 days of receipt of the Notice of Intent to Assess Penalty from the Association. Failure to dispute the assessment within the 10 day period shall be deemed an admission on the part of the Homeowner that an assessment is proper and that the Homeowner is in violation of the Restrictions of the Association. Upon the expiration of 15 days of the mailing of the Notice of Intent to Assess, the Assessment shall become due and owing, if not disputed. Failure to pay any assessment within 10 days of when it becomes due and owing as stated herein shall result in a lien being filed upon the Homeowner's property with the Oklahoma County Clerk's Office.

If a Homeowner wishes to dispute the validity and/or appropriateness of the Notice of Intent to Assess Penalty, they shall do so in writing to the President of the Board, stating the basis for their objection and any reason or reasons why they believe such an assessment to be improper. Upon receipt of a dispute the President of the Board shall submit the dispute to the Board en banc at the next regularly scheduled Board meeting or at a Board Meeting specially called in accordance with the Restrictions and By-Laws. The Board shall review the Homeowners' dispute and make a determination as to whether or not the Penalty as Assessed should stand. Should the Board determine that the Penalty assessed should stand, the Homeowner will be notified that their dispute has been denied and the assessment shall become due and owing within 10 days of the date the notice

of denial is mailed by the Board. Failure to pay the assessment within 10 days of the date the assessment become due and owing shall result in a lien being filed upon the Homeowner's property.

In the event that a Homeowner is dissatisfied with the determination of the Board, then the Homeowner may choose to arbitrate the determination. If a homeowner chooses to arbitrate the determination, the arbitration panel shall consist of five members. Two members of the panel shall be from the Board, two members of the panel shall be Homeowner's in the Association, chosen by the Homeowner against whom a determination of violation has been made, and a fifth member who shall be chosen by the other four members of the panel. Any determination of the Arbitration Panel shall be final and shall not be subject to judicial review, except as provided by the Oklahoma Uniform Arbitration Act, 12 O.S. §1851 et seq. In the event that a Homeowner has chosen to convene an Arbitration Panel, and the determination of the Panel is adverse to the Homeowner, the Homeowner shall be assessed all costs associated with convening the Panel, including but not limited to costs of notice, mailing, and an Arbitration fee of \$250.00.

Any lien filed shall remain an encumbrance upon the Homeowner's property until paid. Homeowners against whom it is required to file a Lien for unpaid assessments shall be obligated to pay all costs incurred by the Association in recording the subject Lien and an additional assessment of \$15.00 for administrative expenses.

In the event that three or more assessment liens remain unpaid 30 days after the filing of the last filed lien, the Homeowner will be notified by Certified and first-class mail by the Association that if the assessment liens remain unpaid, that upon the expiration of 30 days from the date the Association mailed the Notice, that foreclosure proceedings will be commenced by the Association to collect the unpaid assessment liens. Should foreclosure proceedings be instituted, the Homeowner shall be obligated to pay any and all costs and/or attorney fees incurred by the association.

In the event that a homeowner, after notice of a violation refuses to correct any violation provided for herein, regardless of whether such violation is a first or subsequent violation of any of the above stated Restrictions, within 15 days of receiving Notice by the Association of the Violation, the Association shall commence legal proceedings in accordance with numerical paragraph 20 of the Owner's Certificate of Restrictions to enjoin, abate and/or correct such violation or violations, and the owner of the lot permitting the violation of such restrictions and conditions shall pay all attorney fees, court costs and necessary expenses incurred to maintain and enforce the restrictions and conditions, said attorney fees to be fixed by the Court and any such fees, costs, interest, or other damages awarded shall become a lien upon the land of the Homeowner as of the date such order of the Court is issued.

This resolution, is adopted as of Novem	nber12, 2007 by the undersigned members of the Board.
Tache Muller	Kather Monson
Jackie McCuller, President	Kathy Monson, Vice-President
Jackie McCuller, President 1. Taum Aumore	Sharon Hellis
Fayn Arnold, Secretary	Sharon Hollis, Treasurer
Levy Mouson	
Terry Monson, Park Committee	

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
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OKLAHOMA COUNTY)

On this day of d

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

Motary Public

My Commission Expires: Wab. 17,3011

Commission No. <u>03001757</u>