

Recorded in Oklahoma County Clerks office on 7/15/09 in nine parts as follows:

Book 11147, pages 1599-1604  
Book 11147, pages 1605-1611  
Book 11147, pages 1612-1618  
Book 11147, pages 1619-1625  
Book 11147, pages 1626-1632  
Book 11147, pages 1633-1639  
Book 11147, pages 1640-1646  
Book 11147, pages 1647-1653  
Book 11147, pages 1654-1660

THIRD AMENDMENT TO THE DECLARATIONS OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE GARDENS OF BLUE QUAIL RIDGE and  
THE GARDENS OF BLUE QUAIL RIDGE PHASE II and  
THE GARDENS OF BLUE QUAIL RIDGE PHASE III  
ADDITIONS TO THE OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA,  
ACCORDING TO THE RECORDED PLATS THEREOF

KNOW ALL MEN BY THESE PRESENTS:

**RECITALS**

WHEREAS, the undersigned are owners of at least seventy-five (75%) percent of the following described real property, to-wit:

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All of the Lots and Blocks of The Gardens at Blue Quail Ridge Addition, to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof filed on March 8, 1999 at Book 58, page 7, records of the County Clerks office of Oklahoma County, Oklahoma; and

All of the Lots and Blocks of The Gardens at Blue Quail Ridge Addition Phase II, to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof filed on June 3, 2002 at Book 60, page 90, records of the County Clerks office of Oklahoma County, Oklahoma; and

All of the Lots and Blocks of The Gardens at Blue Quail Ridge Addition Phase III, to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof filed on September 10, 2004 at Book 62, page 15, records of the County Clerks office of Oklahoma County, Oklahoma; and

all of the above described property being hereafter described as the "Subject Property"; and

WHEREAS, the original owner and declarant submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act

(Title 60 O.S. 1971, §§851-85, as amended) by filing Declarations of Covenants, Conditions and Restrictions as to all three Additions, to-wit:

Declaration of Covenants, Conditions and Restrictions for The Gardens of Blue Quail Ridge filed on March 8, 1999, at Book 7537, page 484, records of the County Clerks office for Oklahoma County, Oklahoma, and First Amendment thereto filed on May 22, 2003 at Book 8863, page 653, and

Supplemental Declaration of Covenants, Conditions and Restrictions for The Gardens of Blue Quail Ridge Phase II filed on July 2, 2002, at Book 8498, page 1030, records of the County Clerks office for Oklahoma County, Oklahoma; and

Supplemental Declaration of Covenants, Conditions and Restrictions for The Gardens of Blue Quail Ridge Phase III filed on October 20, 2004, at Book 9500, page 710, records of the County Clerks office for Oklahoma County, Oklahoma.

all of the above described Declarations being hereafter referred to as the "Original Declarations".

And, WHEREAS, pursuant to Section 10.3 of the Declaration of Covenants, ~~Conditions and Restrictions for Phase I, and all other Phases by adoption thereof, the~~ Original Declarations may be amended by a document signed and recorded by the Owners of seventy-five (75%) of the Subject Property; and

WHEREAS, the undersigned are owners of at least seventy-five (75%) of the Subject Property and do hereby wish to make, change and amend the aforesaid Original Declarations as hereafter stated.

NOW, THEREFORE, the undersigned Owners do hereby amend and modify Original Declarations as follows: to-wit:

(editing note, all deletions are shown by a strikeout, and all additions are shown as an underline).

### FIRST MODIFICATION

Article I, Section 1, subsection 1.17 be and is hereby amended to read as follows:

1.17: "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration of declared common expenses by the provisions of this Declaration: including a unit owner's prorata share of the cost of insuring the unit and a unit owner's prorata share of the Association's costs incurred for maintenance of the exterior of the Unit, its front yard landscaping and front yard as provided in this Declaration. "Maintenance of the exterior

of the Unit" shall mean only repainting and recaulking as needed as determined by the Architectural Committee.

## SECOND MODIFICATION

Article IV, Section 4.10 be and is hereby amended to read as follows:

Section 4.10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 4.8 hereof), then such assessment shall become delinquent and shall, together with late fees, interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, trustees, successors and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period of five (5) years and shall not pass to his successors in title unless expressly assumed by them.

~~If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and the Association may file Notice of such lien with the County Clerk of Oklahoma County for the amount thereof including costs and a reasonable attorney's fee of not less than \$200.00. If the assessment is not paid within ten (10) days after the due date, a \$20 late fee may be charged. If the assessment is still not paid thirty (30) days after the due date, an additional \$50 late fee may be charged for that month and each succeeding month the assessment plus accumulated late fees remain unpaid. Further, the assessment and accumulated late fees shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and the Association may file Notice of such lien with the County Clerk of Oklahoma County for the amount thereof including costs and a reasonable attorney's fee of not less than \$200.00. Thereafter the Association may bring an action at law against the owner personally obligated to pay the same, or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. The By-laws, Article XI, Assessments, shall likewise be amended to reflect the late fees described above. Future changes in late fees maybe made by amending or adding to the By-laws.~~

### THIRD MODIFICATION

Article IX, Section 9.1 be and is hereby amended to read as follows:

Section 9.1. Architectural Committee. No building, improvements, and/or fence shall be erected, placed or altered on any Lot or building site composed of a part of one or more of the above described lots, or any Lots contained in a supplemental Declaration, until after the building plans, specifications and plot plans showing the location of such building, improvements and/or fence have been approved in writing as to conformity and harmony of external design with existing structures in said Subdivision and as to location of the building, improvements and/or fence with respect to topography and finished ground elevation, and with respect to side lot and front building setback lines, by a majority of an Architectural Committee ~~composed of~~ appointed by the Board of Directors of the Home Owners Association. DALE E. TERRELL, DONALD G. TERRELL AND PEBBLE F. TERRELL, or their duly authorized representative or representatives or successors. In the case of the death or resignation of any member or members of said Committee, the Board of Directors of the Home Owners Association ~~Declarant~~ shall have authority to appoint successor members to the above named Committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members shall have the same authority hereunder as their predecessors to approve or disapprove such design or location. ~~within~~ † Thirty (30) days after said buildings plans, specifications and plot plan have been submitted to them, or in any event, if no suit to enjoin the Architectural Committee has not acted to approve or disapprove the erection of such building or the making of such alterations within thirty (30) days after the plans, specifications and plot plan has been submitted to them has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. ~~Said Committee, their authorized representatives or successors, shall act and serve until January 1, 2010, at which time the record owners of two thirds of the lots covered by these Restrictions may designate in writing, duly recorded in the County Clerk's Office of Oklahoma County, their authorized representatives, who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated therein to the above named Committee.~~

~~It is specifically understood and agreed that a majority of said Architectural Committee shall have, and are hereby granted the authority and power to waive in writing any building restriction herein contained, except those prohibiting the use of any lot and/or residential building site for business, professional, and/or commercial purposes, if in said Committee's sole opinion such actions would not materially injure and/or substantially affect the property rights of other owners within said Addition.~~

Any decision by the Architectural Committee may be appealed to the Board of Directors whose decision shall be final.

**FOURTH MODIFICATION**

Article X, Section 10.1 be and is hereby amended as follows:

Section 10.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall enure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless otherwise amended as detailed in Section 10.3. an instrument signed by the then owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; ~~provided that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.~~

IN WITNESS WHEREOF, THIS THIRD AMENDMENT is executed the date shown on the acknowledgment by each individual owner and is effective as of the date of filing in the County Clerks office of Oklahoma County, Oklahoma.

~~PROPERTY DESCRIPTION~~

~~OWNER(S)~~

Lot \_\_\_\_\_, Block \_\_\_\_\_, The Gardens  
of Blue Quail Ridge Phase \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[Signature pages and acknowledgments specifically omitted]

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