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 David B. Hooten, Oklahoma County Clerk  
 Oklahoma County - State of Oklahoma



**SECOND AMENDED DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR LANSBROOK**

**WITNESSETH:**

WHEREAS, a sufficient percentage of Owners desire to amend the existing real property covenants that provide for the preservation of the values and amenities of the residential community development known as "Lansbrook," and for the upkeep, maintenance, improvement and administration of the community and its open areas, lakes, playgrounds, and parks and all improvements now existing or hereafter erected thereon and for the continuation of the community association "Lansbrook Association, Inc." that was established to assist with such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

AND WHEREAS, there is incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity known as the Lansbrook Association, Inc., for the purpose of exercising the aforementioned functions;

This Amended Declaration is made effective the date of filing by that sufficient percentage of Owners, and is additionally made for the purpose of consolidating and amending the Governing Documents, set out below, applicable to the property described within Article III below.

<b>Document Title/Description</b>	<b>Date Filed</b>	<b>Book</b>	<b>Page</b>
Declaration of Covenants, Conditions and Restrictions for Lansbrook	Jan 7, 1969	3781	5
Declaration of Covenants, Conditions and Restrictions for Lansbrook Section II	April 18, 1969	3834	355
Declaration of Covenants, Conditions and Restrictions for Lansbrook Section IV	June 4, 1970	3937	353
Declaration of Covenants, Conditions and Restrictions for Lansbrook Section II	April 10, 1990	6032	1626
Restated and Amended Declaration of Covenants Conditions and Restrictions for Lansbrook Sections 1 through 6 in the Lansbrook Plats	October 14, 2010	11480	1828

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NOW, THEREFORE, the undersigned do declare that the real property described in Article III hereof is and shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, dedications, easements, charges, and liens (herein sometimes referred to as “covenants and restrictions”) within this Amended Declaration as hereinafter set forth, all of which are 1) adopted by the undersigned; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners; 4) deemed reasonable in both procedure and substance by the undersigned; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Owner, and 6) may be enforced by the Owners and the Lansbrook Association, Inc.

## **ARTICLE I**

### **DEFINITIONS**

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

A. “Board of Directors” shall refer to the duly authorized group of Lansbrook residents who, in accordance with the By-Laws of the Lansbrook Association, are (a) elected at an open annual or special meeting or (b) appointed by the Board of Directors to fill an unexpired term in the event of attrition between annual meetings, in either case to serve the residents in all official capacities. The Board has the authority to act for the Lansbrook Association in accordance with the By-Laws.

B. “Member” shall mean and refer to every Person and/or entity that holds Membership in the Lansbrook Association.

C. “Person” shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

D. “Owner” shall mean and refer to the record Owner, whether one or more Persons, of a fee simple title to any Lot which is or may become a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

E. “Properties” shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property within the Northeast Quarter as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Lansbrook Association.

F. “Northeast Quarter” shall mean the Northeast Quarter of Section Thirty-three, Township Thirteen North, Range Four West of the Indian Meridian, Oklahoma County, Oklahoma.

G. “Common Areas” shall mean all real property, whether improved or unimproved, owned, leased, or controlled by the Lansbrook Association for the common use and enjoyment of Members of the Lansbrook Association.

H. "Lot" shall mean and refer to any Lot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of Common Areas.

I. "Corner Lot" shall mean any Lot which abuts other than at its rear line upon more than one Street and/or Common Area.

J. "Street" shall mean any Street, lane, drive, boulevard, court, circle, road, place, manor, or terrace as shown on the attached plat.

K. "Building Limit Line" shall mean the line so designated on the attached plat.

L. "Zero Lot Line" shall mean that line where the Building Limit Line, side set back line and /or rear set back lines are the same as the Lot line less one (1) inch.

M. "Fences" shall mean the following where the text so indicates:

(1) "Adjoining Fences" shall refer to two or more separate Fences which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts, or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area.

(4) "Public Fence" is any fence adjacent to, abutting upon or bordering areas dedicated to the public.

N. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout Lansbrook by an Owner and/or Lot in full and strict compliance with this Declaration, the Articles of Incorporation, By-Laws, and any rules and regulations adopted by the Association, including any amendments to each (collectively referred to as the Governing Documents).

O. "Association" shall mean Lansbrook Association, Inc.

P. "Governing Documents" shall mean the Articles of Incorporation of the Association, the covenants including this Amended Declaration, the Bylaws of the Association, the rules and regulations of the Association.

## **ARTICLE II** **INTENT**

The Lansbrook Association includes as Members every Owner within the Northeast Quarter except the Owner(s) of a Lot which is neither a single family residential or multi-family residential Lot.

Each Member of the Lansbrook Association shall be subject to the Governing Documents, as from time to time established and/or amended.

**ARTICLE III**  
**PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

- Lansbrook, an Addition to the City of Oklahoma City, Oklahoma County, State of Oklahoma according to the recorded plat thereto;**
- Lansbrook Section 2, an Addition to the City of Oklahoma City, Oklahoma County, State of Oklahoma according to the recorded plat thereto;**
- Lansbrook Section 3, an Addition to the City of Oklahoma City, Oklahoma County, State of Oklahoma according to the recorded plat thereto;**
- Lansbrook Section 4, an Addition to the City of Oklahoma City, Oklahoma County, State of Oklahoma according to the recorded plat thereto;**

herein sometimes collectively referred to as the Properties and/or the Addition.

**NOTE: The lots and blocks within Lansbrook Section 5 and Lansbrook Section 6 shall not be subject to this Declaration in that insufficient ballots were received for amendment. Accordingly, the following governing document shall remain applicable to such lots and blocks.**

<b>Restated and Amended Declaration of Covenants Conditions and Restrictions for Lansbrook Sections 1 through 6 in the Lansbrook Plats</b>	<b>October 14, 2010</b>	<b>11480</b>	<b>1828</b>
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**ARTICLE IV**  
**MEMBERSHIP IN THE ASSOCIATION**

Every Person who is or may become a record Owner of a fee or undivided interest in any single-family residential and multi-family residential Lot covered by this Amended Declaration and any future declaration covering all or any part of the Northeast Quarter which is subject by covenants of record to assessment by the Lansbrook Association, including contract sellers, shall be a Member of the Lansbrook Association. The foregoing is not intended to include Persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Lansbrook Association. Ownership of such Lot shall be the sole qualification for Membership.

**ARTICLE V**  
**MEMBERSHIPS AND VOTING RIGHTS**

Each Member shall be entitled to one vote for each improved Lot in which he or she holds the interest required for Membership by Article IV. When more than one Person holds such interest in any Lot, all

such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any improved Lot.

**ARTICLE VI**  
**OWNER, USE AND MANAGEMENT OF THE COMMON AREAS**

1. All of the Common Areas in the Northeast Quarter are owned by the Lansbrook Association. The Members of the Lansbrook Association shall have the non-exclusive right to use the Common Areas as specified and limited below.

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

A. The right of the Lansbrook Association to limit the number of guests of Members, the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and conditions of this Amended Declaration.

B. The right of the Lansbrook Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Lansbrook Association, in accordance with its Articles of Incorporation and By-Laws, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage its property; the rights of such mortgagee shall be subordinate to the use rights of the Members.

D. The right of the Lansbrook Association to suspend the voting rights and right to the use of the Common Area by a Member and their guests for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations. Each day of continued infraction following notification of suspension and a reasonable time for correction shall be considered a separate infraction unless the period for correction is formally extended in writing by the Board of Directors.

E. The right of the Lansbrook Association to dedicate, convey, sell, lease or transfer all or any part of the Common Areas to any public agency, authority, or utility or to any other Person or entity for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Lansbrook Association.

3. Any Member may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Areas and facilities to the Members of his or her family, tenants, or contract purchasers who

reside on the property, subject to such rules, regulations, and limitations as the Lansbrook Association may, from time to time, establish.

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

5. Notwithstanding any other provision hereof to the contrary, all Members of the Lansbrook Association shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Lansbrook Association, which right may not be denied to any Member without consent of all Members.

## **ARTICLE VII**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

1. Creation of Lien and Personal Obligation of Assessment. Each Owner of an improved Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Lansbrook Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; and 3) specific assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon 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 each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Lansbrook Association or any Owner. Each such fees 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 shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above-mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as described above.

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

3. Basis and Maximum of Annual Assessments. Until otherwise modified, the maximum annual assessment shall be \$720.00.

A. The maximum annual assessment may be increased effective January 1 of each year without a vote of the Membership conjointly with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B. The maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding two (2) years; provided that any such charge shall have the assent of a majority of the Members, pursuant to the votes cast at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all Members not less than ten (10) or more than forty (40) days in advance of the meeting setting out the purpose of the meeting. The limitations hereof shall not apply to any charge in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Lansbrook Association is authorized to participate under this Articles of Incorporation.

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

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Lansbrook Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and Personal property related thereto; provided that any such assessment shall have the assent of at least two-third (2/3) of the Members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the annual dues assessed against that Member for the same year.

Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(A) to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association not available or offered to all Lots. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(B) to cover costs incurred in bringing a Lot into compliance with the Lansbrook Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner



prior written notice and an opportunity for a hearing, in accordance with any applicable section of the By-Laws, before levying any Specific Assessment under this subsection.

5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Members and may be collected on at least a quarterly basis.

6. Quorum for Meeting. At any meeting for the purpose of modifying or adopting assessments required of the Members of the Lansbrook Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes shall constitute a quorum. However, if a quorum is not present at the meeting duly called, the Members present, though less than a quorum, may give formal notice of not less than 30 days, to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home or multi-family unit is constructed thereon and first occupied by the Owner or by any other Person occupying all or any part of such structure with consent of the Owner, whether such occupancy be by lease or otherwise. Within ten (10) days after a single-family home or any multi-family living unit is initially occupied by any Person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Lansbrook Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Lansbrook Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Lansbrook Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of eighteen (18%) percent per annum, and the Lansbrook Association may bring an action at law against the Owner Personally obligated to pay same, and/or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

9. 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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof,

shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. 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;

(b) The Common Areas; and

(c) All Properties owned by a charity or a non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from such assessments.

11. Change of Ownership. Any Person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such Person as an Owner, give written notice to the Lansbrook Association that such Person has become an Owner.

## **ARTICLE VIII** **USES OF LAND**

The following Lots shall be used for private residence purposes only. No commercial activity, store or business, no gas or automobile service station uses, and no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house being designated for occupancy by a single-family in its entirety. Notwithstanding the foregoing, home-based businesses shall be allowed provided such home-based business 1) has no external indicia of commercial activity, 2) has no increased services or deliveries to the home, and 3) has no customer or vendor activity at the home.

Section 1: Lots 1 to 12, both inclusive, Block 1; Lots 1 to 20, both inclusive, Block 2; Lots 1 to 7, both inclusive, Block 3; and Lots 1 to 7, both inclusive, Block 4. Block 4 shall be used only as a Common Area.

Section 2: Lots 1 to 34, both inclusive, Block 5; Lots 1 to 3, both inclusive, Block 6; Lots 1 to 3, both inclusive, Block 7; and Lots 1 to 28, both inclusive, Block 8. Blocks C and D shall be used only as a Common Area.

Section 3: Lots 1 to 4, both inclusive, Block 9; Lots 1 to 5, both inclusive, Block 10; Lot 6, Block 10 shall be used as a Common Area unless it is annexed to the Owner of a connecting Lot. Should Lot 6, Block 10 be annexed to a connecting residential Lot, Lot 6, Block 10 shall be used only for residential purposes. Lots 7 to 11, both inclusive, Block 10; Lots 1 to 5, both inclusive, Block 11; Lots 1 to 5, both inclusive, Block 12; Lots 1 to 6, both inclusive, Block 13; Lots 1 to 7, both inclusive, Block 14; Lots 1 to 21, both inclusive, Block 15. Blocks A, E-3, and F shall be used only as Common Areas. Blocks E-1, E-2, and E-4 shall be used as Common Areas unless they become annexed to Owners of connecting Lots.

Should Blocks E-1, E-2, and/or E-4 be annexed to a connecting residential Lot, then they shall be used only for residential purposes.

**Section 4:** Lots 1 to 15, both inclusive, Block 16; Lots 1 to 36, both inclusive, Block 17; Lots 1 to 17, both inclusive, Block 18; Lots 1 to 44, both inclusive, Block 19; Lots 4 to 32, both inclusive, Block 20. Lots 1 to 3, both inclusive, of Block 20 shall be used for duplexes. Blocks J, G and H shall be used as Common Areas, unless Blocks G and H become annexed to Owners of connecting Lots. Should Blocks G and/or H become annexed to a connecting residential Lot, then they shall be used only for residential purposes.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. Each Lot shall be maintained in a manner consistent with the Community-Wide Standard. Each Lot Owner, their guests, and invitees shall use a Lot in a manner consistent with the Community-Wide Standard.

**Leasing of Lots.** “Leasing, leased and lease” for purposes of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity, or emolument. “Owner Occupied Lots” are defined for the purposes of this paragraph as Lots occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant’s principal residence or second residence. This paragraph expressly limits and controls any contrary section of the Amended Declaration. Subsequent to the filing date of this Amended Declaration, after the transfer of title to a Lot each Lot shall be Owner Occupied Lots for the first consecutive twelve-month period after each transfer of title to that Lot. Unless otherwise provided in this section, as required by the operation of law, or as may be required by any so called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot within the Addition may be rented, leased let or licensed subsequent to the filing date of this Amended Declaration for less than twelve (12) month consecutive periods.

**Exceptions Due To Hardship.** In certain cases, in order to avoid hardship, the Board has the unilateral discretion to allow leasing of a Lot apart from and in exception to this restriction. The Owner desiring to lease their Lot in exception to this restriction shall make a written request to the Board to review the Owner's situation. The Board, in its sole discretion, shall determine whether to grant the written request based on the facts and circumstances of each request. Examples of hardship that may qualify an Owner for exemption include, but are not limited to:

- (A) an Owner's inability to sell their Lot within 90 days of relocation;
- (B) an Owner's death (to facilitate management of the estate);
- (C) an Owner's temporary relocation (with plans to return to the Lot);
- (D) an Owner's membership in the military (if required to relocate and are unable to sell the Lot).

Leased Lots. Any Lot leased pursuant to one of the exceptions provided above shall comply with the following restrictions:

- Familiarity with Governing Documents. Each tenant, lessee, or occupant shall demonstrate a familiarity with the Governing Documents to the Addition and shall agree to review the same;
- Community-Wide Standard. Each Owner and each tenant, lessee, or occupant shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the leased Lot shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Association in bringing the Lot into compliance with the Governing Documents and Community Wide Standard;
- No Joint Venture or Partnership. The Owner of any leased Lot shall not be considered any partner, employee, agent or joint venturer with the Association and no term within this Declaration shall create any implication or presumption of such relationship. No Owner of a leased Lot shall hold themselves or any other out to be any partner, employee, agent or joint venturer with the Association;
- Leased Lot Sign Restrictions. Each tenant, lessee, or occupant shall comply with any applicable sign restriction contained within the Design Review Guidelines to the Addition.

## **ARTICLE IX**

### **ARCHITECTURE, SIZE, MATERIAL, PLOTTING AND FENCING**

1. Architecture. The Lansbrook Design Review Board (DRB) shall have primary jurisdiction over all matters of design review for all property in Lansbrook, including but not limited to improvements, structures, outbuildings, hardscape, landscape, and the like. The Board shall appoint at least three individuals to serve on the DRB at the Board's pleasure. To assist with an Owner's navigation of the design review process and standards, the Design Review Board may adopt procedural rules and guidelines which may be amended from time to time and may supplement and interpret this Declaration but shall not contradict the structural and use restrictions contained herein.

Complete elevations for any structure proposed to be erected must first be submitted to the Lansbrook DRB and written approval thereof obtained from the Lansbrook DRB prior to the commencement of any construction upon each and all of the following Lots:

Section 1: Lots 1 and 12, Block 1; Lots 1, 8, 9, 16, 17, and 20, Block 2; Lots 1 to 7, both inclusive, Block 3; Lots 1 to 7, both inclusive, Block 4.

Section 2: Lots 1, 31 and 32, Block 5; Lots 1 and 3, Block 6; Lots 1 and 3, Block 7; and Lots 1, 6, 8, 14, 22, 23, and 28, Block 8.

Section 3: Lots 1 to 4, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 5, both inclusive, Block 11; Lots 1 to 5, both inclusive, Block 12; Lots 1 to 6, both inclusive, Block 13; Lot 1, Block 14; Lots 1, 10, 12, 13, and 19, Block 15.

Section 4: Lots 1 to 15, both inclusive, Block 16; Lots 6 to 36, both inclusive, Block 17; Lots 1, 6, 10, 12, and 16, Block 18; Lots 1, 12, 19, and 44, Block 19; Lots 1 to 32, both inclusive, Block 20.

And any other Lot using the Zero Lot Line.

2. Size and Height. Residences constructed on the following Lots shall be one-story in height and contain a minimum of 1800 square feet:

Section 1: Lots 1 to 12, both inclusive, Block 1; Lots 10 to 20, both inclusive, Block 2; Lots 1 to 7, both inclusive, Block 3; and Lots 1 to 7, both inclusive, Block 4.

Section 2: Lots 1 to 34, both inclusive, Block 5; Lots 1 to 3, both inclusive, Block 6; Lots 1 to 3, both inclusive, Block 7; and Lots 1 to 28, both inclusive, Block 8.

Section 3: Lots 1 to 4, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 5, both inclusive, Block 11; Lots 1 to 5, both inclusive, Block 12; Lots 1 to 6, both inclusive, Block 13; Lots 1 to 7, both inclusive, Block 14; and Lots 1 to 21, both inclusive, Block 15.

Section 4: Lots 1 to 15, both inclusive, Block 16; Lots 1 to 36, both inclusive, Block 17; Lots 1 to 17, both inclusive, Block 18; Lots 1 to 44, both inclusive, Block 19; and Lots 1 to 32, both inclusive, Block 20.

In computing the required square footage, the basement, attached porches, and garages shall be excluded.

One and one-half and two-story houses may be constructed and the minimum square footage requirements may be lessened or waived on any of the above Lots provided the Lansbrook Association has received a complete set of the house plans and has given written approval thereof in advance to the party proposing the construction of the one and one-half or two-story house or the reduction in minimum square footage.

3. Materials. The principal exterior of any residence shall be at least seventy (70%) percent brick, stone, or stucco, and thirty (30%) percent may be of frame, asbestos, shingles, logs, or other materials which will blend together with the brick, stone, or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone, or stucco to be used, but in no event shall a continuing wall consisting of thirty (30%) percent of the exterior of the residence be built of any material other than brick, stone, or stucco. This restriction is intended to limit the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with masonry to eliminate repetition of design. Any deviation from the above must be approved, in advance, by the Lansbrook Association.

Roofs are to be of wood shingles, shakes, clay, tile (the color of which must have the prior approval of the Lansbrook Association), stone, or composition shingles (type, weight, and color must have the prior approval of the Lansbrook Association); any other roofing materials to be used shall be subject to approval, in advance of their use, by the Lansbrook Association. These restrictions are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lansbrook community.

4. Plotting. The complete set of plans, materials, size, use of structure, plot plan, etc., shall be submitted to the Lansbrook Association for its written approval in advance of construction on the following Lots:

Section 1: Lots 3 and 12, Block 1; Lots 1, 8, 9, 16, 17 and 20, Block 2; Lots 1 to 7, both inclusive, Block 3; and Lots 1 to 7, both inclusive, Block 4.

Section 2: Lots 1, 28, 29, and 32, Block 5; Lot 1, Block 6; Lot 3, Block 7; and Lots 1, 6, 8, 14, 22, 23, and 28, Block 8.

Section 3: Lots 1 to 4, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 5, both inclusive, Block 11; Lots 1 to 5, both inclusive, Block 12; Lots 1 to 6, both inclusive, Block 13; Lot 1, Block 14; and Lots 1, 10, 12, 13, and 19, Block 15.

Section 4: Lots 1 to 15, both inclusive, Block 16; Lots 6 to 36, both inclusive, Block 17; Lots 1, 6, 10, 12, and 16, Block 18; Lots 1, 12, 19, and 44, Block 19; and Lots 1 to 32, both inclusive, Block 20.

And any other Lot upon which a Zero Lot Line is used.

5. Fencing. All fencing of the following types must be approved by the Lansbrook Association in advance of its installation:

- (a) Common Area fence;
- (b) Association fence;
- (c) Public Fence;
- (d) Any other fence which will extend beyond the front of any building structure;
- (e) Adjoining Fences.

All Adjoining Fences must be set back at least two (2) feet from the front of any building structure upon which the Fences may abut, unless such fence is determined by the Lansbrook Association to be the equivalent of the building structure. These restrictions may be waived, in whole or in part, by the Lansbrook Association.

6. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the house, etc. is completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of the house, etc. is given by the Board. If no such consent is given, the Lansbrook Association or its designee may, but shall not be obligated to, complete such construction.

**ARTICLE X**  
**SET-BACK OF BUILDING STRUCTURES FROM STREETS**

No building structure or part thereof, except as herein provided, shall be erected or maintained nearer to the front Street or the side Street than the front Building Limit Line or the side Building Limit Line, except as shown on the Plat, on any of the following Lots:

Section 1: Lots 1 to 12, both inclusive, Block 1; Lots 1 to 20, both inclusive, Block 2; Lots 1 to 4, both inclusive, Block 3. On all Lots in Blocks 3 and 4, except Lots 1 to 4, both inclusive, Block 3, no such set-backs from the Street are shown on the plat. On all Lots in Blocks 3 and 4, the Zero Lot Line will be utilized; provided, however, that each building structure on any Lot in Blocks 3 or 4 must be so situated that parking space for at least two (2) automobiles will be available on a paved surface within the property lines of any such Lots.

Section 2: Lots 1 to 34, both inclusive, Block 5; Lots 1 to 3, both inclusive, Block 6; Lots 1 to 3, both inclusive, Block 7; and Lots 1 to 28, both inclusive, Block 8.

Section 3: Lot 4, Block 9; Lots 5, 6, and 7, Block 10; Lot 5, Block 11; Lot 5, Block 12; Lot 6, Block 13; Lots 1 to 7, both inclusive, Block 14; Lots 1 to 21, both inclusive, Block 15. On all Lots in Blocks 9, 10, 11, 12, and 13, except those abutting Lansbrook Lane, no such set-backs from the Street are shown on the plat. On all Lots in Blocks 9, 10, 11, 12, and 13, the Zero Lot Line will be utilized; provided, however, that each building structure on all Lots in Blocks 9, 10, 11, 12, and 13 must be so situated that parking space for at least two automobiles will be available on a paved surface within the property lines of any such Lots.

Section 4: Lots 1 and 15, Block 16; Lots 1 to 6, both inclusive, and Lots 15, 16, 35, and 36, Block 17; Lots 1 to 17, both inclusive, Block 18; Lots 1 to 44, both inclusive, Block 19; and Lots 1 to 7, both inclusive, and Lots 21, 22, and 32, Block 20. On all Lots in Blocks 16, 17, and 20, except those abutting Lansbrook Lane, no such set-backs from the Street are shown on the plat. On all Lots in Blocks 16, 17, and 20, except Lots 1 to 5, both inclusive, Block 17, and Lots 1 to 6, both inclusive, Block 20, the Zero Lot Line will be utilized; provided, however, that each building structure on all Lots in Blocks 16, 17, and 20 must be so situated that parking space for at least two automobiles will be available on a paved surface within the property lines of any such Lots.

As to these sections, any deviation from the above must have the prior written approval of the DRB.

## **ARTICLE XI**

### **FREE SPACE (SIDE SET-BACKS)**

On the following Lots, no part of any building structure or part thereof shall be erected nearer than five (5) feet to the side property line except that cornices, spouts, chimneys, and ornamental projections may extend two feet nearer to that side property line. Zero Lot Lines may be used on any of the following Lots provided that complete plans for any structure to be built using a Zero Lot Line must be submitted, in advance, to the DRB for its written approval. Any other deviation of side set-backs must have the prior written approval of the DRB.

Section 1: Lots 1 to 12, both inclusive, Block 1; Lots 1 to 20, both inclusive, Block 2.

Section 2: Lots 1 to 34, both inclusive, Block 5; Lots 1 to 3, both inclusive, Block 6; Lots 1 to 3, both inclusive, Block 7; Lots 1 to 28, both inclusive, Block 8.

Section 3: Lots 1 to 7, both inclusive, Block 14; Lots 1 to 21, both inclusive, Block 15.

Section 4: Lots 1 to 5, both inclusive, Block 17; Lots 1 to 17, both inclusive, Block 18; Lots 1 to 44, both inclusive, Block 19; Lots 1 to 6, both inclusive, Block 20.

On the following Lots, the Zero Lot Line will be used leaving one inch of free space on one side of the Lot and a minimum of eight (8) feet on the opposite side of the Lot. The DRB will designate which side of the Lot the eight-foot set-back will be utilized. The minimum of eight feet may be varied with the prior written approval of the DRB.

Section 1: Lots 1 to 7, both inclusive, Block 3; Lots 1 to 7, both inclusive, Block 4.

If the Zero Lot Line is used on the following Lots, it will be used leaving one inch of free space on one side of the Lot and a minimum of ten (10) feet on the opposite side of the Lot. The DRB will designate which side of the Lot the ten-foot set-back will be utilized. The minimum of ten (10) feet may be varied with the prior written approval of the DRB.

Section 3: Lots 1 to 4, both inclusive, Block 9; Lots 1 to 11, both inclusive, Block 10; Lots 1 to 5, both inclusive, Block 11; Lots 1 to 5, both inclusive, Block 12, Lots 1 to 6, both inclusive, Block 13.

Section 4: Lots 1 to 15, both inclusive, Block 16; Lots 6 to 34, both inclusive, Block 17; Lots 8 to 32, both inclusive, Block 20.

On the following Lots, the Zero Lot Line will be used with side and/or rear set-back limits to be determined by the DRB:

Section 4: Lots 35 and 36, Block 17; Lot 7, Block 20.

## **ARTICLE XII**

### **PARKING, STORAGE AND EASEMENTS**

Except for temporary guest and service vehicles, and further excepting a lack of adequate parking on a Lot, the parking and/or storage of vehicles shall not be allowed on Streets or Common Areas. No trailers, boats, recreational vehicles, and the like shall be visible from any Street or adjoining Lot, except where adequate screening has been previously provided and the Lansbrook Association has given its prior approval thereto. No inoperable vehicles shall be stored on any Street, Lot, or Common Area except wholly contained within a garage.

The Lansbrook Association reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected, and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground. The Lansbrook Association has the right of access at any time to those installations for the purpose of repair and maintenance.

The Owner of any Lot abutting the Common Area and who must, in order avail themselves of utilities, enter and/or cross a Common Area, shall have an easement to do so provided that such Lot Owner shall use the most direct, feasible route in entering upon and crossing the Common Area and shall restore the



surface of the Common Area so entered and/or crossed to its original condition, at the expense of the Lot Owner.

The Owner of any Lot (the subservient Lot) adjacent to a Lot on which a building structure is to be constructed using a Zero Lot Line, does agree to give and grant to the Owner of such Lot on which a building structure is to be constructed using a Zero Lot Line (the dominant Lot) a three-foot maintenance, overhang and construction easement on and over the subservient Lot paralleling and adjacent to the side of the dominant Lot with the side and/or rear set-back of one inch. The easement to be granted is conditioned upon the restoration of the easement to its original condition after its use. No water run-off from the roof of the building structure which over-hangs the subservient Lot will be permitted to fall into this easement without written approval of the Owner of the subservient Lot.

**ARTICLE XIII**  
**REARRANGING, RE-SUBDIVIDING OR RE-PLATTING**

No rearranging, re-subdividing or re-platting may be done without the prior written approval of the Lansbrook Association.

**ARTICLE XIV**  
**SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES**

No signs or billboards shall be permitted within the Addition except those advertising the sale or rental of a Lot, provided that such signs do not exceed six (6) square feet in area, or those for which written approval has been obtained in advance from the Lansbrook Association. A reasonable number of seasonal, political, and personal statement signs and decorations (i.e. sports, church, school, and the like) may be displayed on a Lot provided such signs and decorations are commensurate with the season, political period, or otherwise do not constitute a nuisance or annoyance to the Addition.

No miscellaneous structures and substantive additions are allowed on a Lot without the prior written approval of the DRB. These miscellaneous structures and substantive additions include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergolas, greenhouses, radio or television towers, antennae or aerials, satellite dishes, solar panels, play houses, any temporary structure, etc. This is not intended to prohibit outbuildings, etc., but only to control the use, size, and aesthetics thereof for the protection of all Owners.

**ARTICLE XV**  
**GENERAL**

No tank for the storage of oil or any other fluid may be maintained above the ground on any of these Lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of the Lot in front of the Building Limit Line without the prior consent of the DRB.

The keeping or housing of poultry, cattle, horses, swine, or other livestock, of any kind or character, is prohibited on any Lot, nor shall any animal be kept on a Lot for breeding or commercial purposes. A reasonable number of commonly recognized domestic pets may be kept on a Lot.

No trash, ashes, or other refuse may be thrown or dumped in any vacant Lot or on the Common Areas. All trash and refuse shall be disposed of within trash bins designed for such purpose, and shall not be visible from a Street except for the 24 hour periods before, during, and after the day designated for trash pick up.

No garage or outbuilding on any Lot shall be used as a residence or living quarters..

No entrance, driveway, or thoroughfare may connect with or to Britton Road, or with or to MacArthur Boulevard, or with or to Lansbrook Lane, or with or to Northwest 85<sup>th</sup> Street, without the prior written consent of the DRB.

No house or outbuilding shall be moved to any Lot from any other locality, without the prior consent of the DRB. No building or other structure shall be constructed or maintained upon any Lot which could in any way impede natural drainage without the prior consent of the Lansbrook Association. No grading, scraping, excavation, or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire, or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire, or easement.

No plantings, foliage, trees, or similar natural or man-made landscaping items shall be placed on the front of Lots which would or could impede sight in any area from three (3) to six (6) feet above ground level, without the prior consent of the DRB.

No drilling or puncturing of the surface for oil, gas, or other minerals, or hydrocarbons, or water, or combinations thereof, shall be permitted without the prior written consent of the DRB.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees, or similar improvements along the common border, must maintain a strip three foot in width parallel and contiguous to the common border to facilitate the mowing of the Common Area by tractor or other similar mowing machine.

**ARTICLE XVI**  
**RIGHT TO ENFORCE**

The restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree, and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and observe the restrictions as to the use of the Lots and the construction of improvements thereon (including compliance with the Community-Wide Standard), but no restriction herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during their ownership of title to a Lot, and the Lansbrook Association, Owner, or Owners shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions above set forth in addition to the ordinary legal actions for changes, including an award of prevailing party attorney's fees. Failure of the Association, Owner or Owners of any Lot to enforce any of the restrictions at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE XVII**  
**RIGHT TO ASSIGN**

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

**ARTICLE XVIII**  
**JUDGMENT CONCLUSIVE**

The DRB shall, in all cases, have the right to say and determine which are the front Street, side Streets, rear and side property lines on any Lot, and also the set-back from such lines necessary to conform to the requirements hereof, and also to approve or disapprove roofing materials to be used if other than wood shingles, shakes, clay, tile, or stone, and its judgment and determination thereof shall be final and binding on all parties. This section and the provisions contained herein pertaining to written consent of the DRB, and other rights and privileges of Lansbrook, shall govern all of the Lots herein platted.

**ARTICLE XIX**  
**DURATION**

All of the restrictions set forth shall continue and be binding upon the Lots and Owners, and upon their successors and assigns, for a period of ten (10) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; Provided, however, that the Owners of three-fourths of the Lots herein platted may, at the end of such ten (10) year term or at the end of any successive ten-year period thereafter, by a written instrument signed by all of such persons, vacate or modify all or any part of this Amended Declaration.

IN WITNESS WHEREOF, the undersigned have set their hands on the following ballots for adoption of this Amended Declaration to be effective the date of its recording.

**[SIGNATURE PAGES FOLLOWING]**