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**FOR THE RECORDER**

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**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF BRISTOL PARK, OKLAHOMA COUNTY,  
OKLAHOMA ACCORDING TO THE RECORDED PLAT THERETO**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Bristol Park is on file within the Oklahoma County Clerk's office at Book 7147, Page 1363 (the "Declaration") for the Bristol Park Addition located in the City of Edmond, Oklahoma County, Oklahoma (the "Addition"). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

**WHEREAS**, the By-Laws of Bristol Park is on file within the Oklahoma County Clerk's office at Book 7147, Page 1375 (the "By-Laws") for the Addition.

**WHEREAS**, the Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions is on file within the Oklahoma County Clerk's office at Book 7772, Page 1075 (the "Amendment and Supplement") for the Addition.

**WHEREAS**, the Owner's Declaration of Covenants and Restrictions is on file within the Oklahoma County Clerk's office at Book 7774, Page 204 (the "Owner's Declaration") for the Addition.

**WHEREAS**, this Amendment is made effective as of the date of filing by a sufficient percentage of Lot Owners.

**NOW THEREFORE**, the following amendments to the Declaration are 1) adopted by the Owners; 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 and Lots; 4) deemed reasonable in both procedure and substance by the Owners; 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 Bristol Park Owners Association, Inc. (the "Association").

## AMENDMENT

**AMENDMENT:** All references to Danforth Development, LLC are hereby deleted.

**AMENDMENT:** Section 4.3.2 and Section 4.3.3 of the Declaration are hereby deleted in their entirety as are all references to Class B and Class C members.

**AMENDMENT:** Section 5.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

### **Section 5.3. Annual Assessments.**

On the first day of each year there shall be an annual assessment due for each Lot owed in the amount of \$300.00. The Board is authorized to modify assessments up to ten percent (10%) without a vote from the Owners. In the event the Board intends to increase assessments more than ten (10%) above the current assessment amount, then such increase must be approved by a majority vote of the Owners.

**AMENDMENT:** Article 7, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

### **Section 7.3. Architectural Standards and Building Committee.**

No **structure** shall be erected or altered on any Lot until first approved by a building committee, of two (2) persons selected and appointed by the Association Board. Until the building plans and specifications and plot plan showing the location of such building has been approved in writing as to the conformity and harmony of external design with existing structures in Bristol Park, and as to the location of the building with respect to topography and finished ground elevation by a building committee, or by a representative designated by a majority of the members of the committee. **In the event the building committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision.** In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location. The building committee may act upon its own motion or upon the written request of any Owner. The Association may institute suit to enjoin or to remove additions, alterations or improvements, which have not been approved as provided herein, at any time, and all costs and attorney fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the original specifications previously approved by the building committee. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The building committee shall serve for such terms as designated by the Board.

**AMENDMENT:** Section 7.7 of the Declaration is hereby deleted in its entirety and replaced with the following:

**Section 7.7. Roof Construction.**

Unless otherwise approved by the building committee in writing, the roof of each residential structure, including garages and detached structures, shall be constructed with gray weathered wood color shingles, or an equivalent shingle approved by the building committee. Upon written application to the building committee, the building committee may approve variances to this restriction if such variance, in the opinion of the building committee conforms to the architectural standards of the Property. All such variations must be approved in writing by the building committee.

**NEW SECTION:** Section 7.25 of the Declaration is hereby added with the following:

**Section 7.25. Color and Materials Specifications.**

Color and materials specification to be used must be identified in the application submitted by the Owner to the building committee. If requested by the building committee, samples of both color and materials are to be submitted to the building committee. Color and materials to be used, including roofing, masonry, siding and window materials, must be identified in the application.

**NEW SECTION:** Section 7.26 of the Declaration is hereby added with the following:

**Section 7.26. Pools and Hot Tubs.**

Owners may install a hot tub or Jacuzzi in their backyard, but above and below ground pools are prohibited. Hot tubs or Jacuzzis shall not exceed 400 gallons.

**NEW SECTION:** Section 7.27 of the Declaration is hereby added with the following:

**Section 7.27. Leasing.**

Subsequent to the filing date of this Amendment, all Lots shall be Owner-occupied for the first twelve (12) consecutive months after each transfer of title to such Lot. "Owner-occupied" shall mean a Lot whose occupants are the Owner, the Owner's family by blood, marriage, or adoption within the first degree of sanguinity (e.g., parents, children or spouse) who occupy the Lot without the payment of rent. This Section shall not apply to a purchase money lender taking title to a Lot due to foreclosure.

Unless otherwise provided, 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 may be rented, leased, let or licensed for less than twelve (12) consecutive months subsequent to the filing date of this Amendment. All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, the Association's Articles of Incorporation, Bylaws and the rules. Only an entire Lot may be leased or rented, not any portions thereof. Any failure of a lessee or renter to comply with the terms of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, shall be a default under the lease, enforceable by the Association. Lots that are leased or rented are required to have professional lawn maintenance.

Within the Property, Lots may be leased provided the total percentage of leased Lots within the Property shall not exceed at any time ten percent (10%) of the total number of Lots within the Properties. Upon the occurrence of a decrease below 10% of leased Lots within the Property, Lots will be permitted to be leased on a first bona fide request, first permitted basis, until the number of Lots which are leased reaches 10%, at which time no further Lots shall be leased until the number of leased Lots drops below 10%.

Exceptions due to hardship. In certain cases and in order to avoid hardship, the Board has the right to permit an Owner to lease or rent a Lot even though the 10% leasing and renting cap has been reached. An Owner desiring to lease or rent their Lot shall request a review of their situation by the Board. The Board, in its sole discretion, shall determine whether that situation qualifies for an exemption to the 10% leasing and renting restriction. 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).

Grandfathered Lots. On or before the date this Amendment is recorded with the Oklahoma County Clerk's office, any Owner seeking to qualify their Lot as a Grandfathered Lot shall provide the Association a copy of the executed lease or rental agreement for such Lot, including any information sheet required by the Association. Lease or rental agreements shall be for a term of no less than 30 days and no longer than twelve (12) months long. Should any Owner fail to timely register their lease/rental pursuant to this section, that Owner's Lot shall not be classified as a Grandfathered Lot. Should a lease or rental agreement for a Grandfathered Lot not be renewed or otherwise a new lease or rental agreement executed after the expiration of ninety days from the termination of a prior lease or rental agreement, then such Lot shall no longer be a Grandfathered Lot. Upon any transfer in title from the Owner after the time this Amendment is filed, the Lot shall no longer be classified as a Grandfathered Lot and thereafter shall be subject to the terms of the rental restriction. During the course of occupancy of a tenant under this subsection, if a tenant demonstrates a disregard for the provisions of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, the Board of

Directors shall so notify the Lot Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease or rental term.

**EFFICACY OF COVENANTS.** All provisions of the Declaration not expressly amended herein remain unamended, unaltered, in full force and effect, and ratified by the Owners.

**[SIGNATURE PAGES FOLLOWING]**

**Exhibit "A"**

**ALL LOTS AND BLOCKS WITHIN BRISTOL PARK 1, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**

**AND**

**ALL LOTS AND BLOCKS WITHIN BRISTOL PARK II, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**