


The Oklahoma City Abstract & Title Co.  
1000 W. 15th Street  
Edmond, OK 73013

File # 1902230

**TOWN SQUARE ADDITION**  
Section 5

**Covenants, Conditions and Restrictions**

A Supplement to the Plaza at Town Square, Section One  
Covenants, Conditions and Restrictions

 4/2/19

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE TOWN SQUARE ADDITION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWN SQUARE ADDITION, SECTION 5** (this “Declaration”) is made by Town Square Commons, LLC, an Oklahoma limited liability company (the “Declarant”).

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of certain real property located in the City of Edmond, Oklahoma County, Oklahoma, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Section 5 Property”), and the Declarant desires to subject the Section 5 Property to the provisions of this Declaration and to develop the Section 5 Property as Town Square Addition, Section 5, a planned development and community, and to provide a method for the administration and maintenance of the Section 5 Property; and

**WHEREAS**, this Declaration is a supplement to the Declaration of Covenants, Conditions and Restrictions for the Plaza at Town Square Addition, Section One (“Covenants”) recorded on October 5, 2018 in Book 13854 at Page 1283 in the records of the office of the County Clerk of Oklahoma County, State of Oklahoma; and

**WHEREAS**, Declarant desires to subject the Section 5 Property and the lots located therein (the “Lots”) to the Declaration of Covenants, Conditions and Restrictions for the Plaza at Town Square Addition, Section One, as supplemented and modified by this Declaration, pursuant to Article II, Section 2.02 of the Covenants to create a contiguous residential community with the benefits and burdens described in the Covenants; and

**NOW, THEREFORE**, the Declarant hereby declares that all of the Section 5 Property shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Declaration of Covenants Conditions and Restrictions for the Plaza at Town Square Addition, Section One, recorded on October 15, 2018 in Book 13854 at Page 1283 in the office of the County Clerk of Oklahoma County, State of Oklahoma, except as supplemented and modified by this Declaration, all of which shall touch, concern and run with title to the Section 5 Property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in or to the Section 5 Property, including heirs, trustees, representatives, successors, and assigns .

**ALL PROVISIONS IN THIS DECLARATION SHALL APPLY TO THE SECTION 5 PROPERTY (AS DEFINED ABOVE) AND SHALL BE CONSIDERED SUPPLEMENTARY AND ADDITIONS TO THE PROVISIONS OF THE COVENANTS UNLESS OTHERWISE SPECIFICALLY NOTED HEREIN. REFERENCE TO THE COVENANTS SHOULD BE MADE FOR ALL PROVISIONS NOT SPECIFICALLY MODIFIED HEREIN.**



**ARTICLE 1**  
**DEFINITIONS**

All Defined Terms in the Covenants, unless modified herein, shall have the meanings ascribed to them in the Covenants for the purposes of this Declaration.

**1.01.08** "Common Area", as defined in the Covenants shall be expanded to mean all of the Common Areas defined in the Covenants and, in addition, the Common Area within the boundaries of the Section 5 Property as designated on the Site Plan or hereafter designated in writing by Declarant and conveyed to the Association.

**1.01.09** Section 1.01.01 of the Covenants shall be replaced with the following:

"**Site Plan**" shall mean that certain plat of Town Square Addition, Section 5, filed on October 10, 2018 and prepared by Red Plains Professional Inc., which is filed in Plat Book 77, Page 23 of the Office of the County Clerk for Oklahoma County, Oklahoma, and any future revisions, amendments and subdivisions thereof or any subdivision plat for any portion of the Section 5 Property as may be recorded from time to time in the Office of the County Clerk for Oklahoma County, Oklahoma. The filed Site Plan is attached hereto as Exhibit "B".

**ARTICLE 2**  
**PLAN OF DEVELOPMENT**

No Changes.

**ARTICLE 3**  
**PROPERTY RIGHTS**

No Changes.

**ARTICLE 4**  
**MEMBERSHIP**

Owners of any Lot in the Section 5 Property, including the Declarant, shall be members of Plaza at Town Square Homeowners Association, Inc. and shall be entitled to all the rights, privileges and subject to all the burdens of such membership, including the obligation to pay assessments, described in the Covenants. Such owners shall also be subject to the Certificate of Incorporation, Bylaws, and Rules and Regulations of such Association as from time to time are established and/or amended. Such Membership shall include status as a full member, and not an Associate Member, of the Residents' Club.

**ARTICLE 5**  
**MAINTENANCE**

**5.01 Responsibilities of Owners.** No Changes.

**5.02 Association's Responsibility.** Section 5.02 of the Covenants shall be replaced with the following:

The Association shall not have responsibility to maintain, weed or trim any landscaping, sprinkler systems, sidewalks or drives installed by the Owner. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of: (i) all walks, trails, lakes, ponds, streets, front gates, parking lots, landscaping, landscaped areas, and other improvements situated within the Common Areas, and (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other Person. It shall be the sole responsibility of the Association to maintain any structures located on the Common Area, including the playground, clubhouse, pool, pool house, fitness center and other recreational facilities erected or placed in the Common Areas. The Association shall not be liable for injury or damage to any Person or property: (A) caused by weather conditions or by any Owner or any other Person not acting as either an agent or employee of the Association, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Section 5 Property. No diminution or abatement of Assessments, fees, or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments, fees, and charges being a separate and independent covenant on the part of each Owner.

FOR THE AVOIDANCE OF DOUBT, THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY TO MAINTAIN ANY LAWN, LANDSCAPING OR DRIVEWAYS ON ANY LOT IN THE SECTION 5 PROPERTY.

**5.03 Failure by Owners to Maintain.** No Changes.



**ARTICLE 6**  
**INSURANCE AND CASUALTY LOSSES**

No Changes.

**ARTICLE 7**  
**ADMINISTRATION**

No Changes.

**ARTICLE 8**  
**ASSESSMENTS**

**8.01 Purpose of Assessments.** No Changes.

**8.02 Creation of Lien and Personal Obligation of Assessments.** No Changes.

**8.03 Computation of Annual Assessments.** The last sentence of Section 8.03 shall be deleted and the following added:

Class A Members who are Owners of Lots within the Section 5 Property shall pay Annual Assessments in an amount of not less than \$995 per year. Of the initial \$995 amount, \$500 shall be the initial "Residents' Club Portion". The Annual Assessment of the Class A Members who are Owners of Lots within the Section 5 Property shall be increased only as follows:

A. Upon increase by the Board or affirmative vote of the Members, pursuant to Section 8.03 of the Covenants, the increase applicable to the owners of Lots in the Section 5 Property shall be equal to one-half in amount of the increase applicable to the owners of Lots in the Plaza at Town Square.

B. Upon automatic percentage increase pursuant to Section 8.03 of the Covenants, the increase applicable to owners of Lots in the Section 5 Property shall be the same percentage as applicable to owners of Lots in the Plaza at Town Square multiplied by the amount of the Annual Assessment after excluding the Residents' Club Portion.

C. Upon increase in the dues to Associate Members of the Residents' Club pursuant to Section 7.07 of the Covenants, the amount of such increase, which shall also increase the Residents' Club Portion.

**8.04** No Changes.



**8.05 Special Assessments.** No Special Assessment which is to be used in whole or in part to maintain, repair or add to the private drives and alleys in the Plaza at Town Square Addition shall be assessed against the owners of Lots in the Section 5 Property.

**8.06-8.11** No Changes.

**ARTICLE 9**  
**ARCHITECTURAL STANDARDS AND USE RESTRICTIONS**

No Changes except as follows:

**9.04 Construction of Improvements.**

**9.04.01 Set-back Requirements; Location of Improvements.** No Dwellings shall be constructed on and along Lot Lines.

**9.05 Additional Architectural Covenants.**

**9.05.06 Fences.** Section 9.25.06 of the Covenants shall be replaced with the following:

All fences must be approved in advance by the Committee. All fencing on the Section 5 Property shall be stained cedar plank fencing with metal poles six feet in height. The stain color of all fencing must be uniform on the Section 5 Property, a natural color and shall be approved in advance by the Committee. No fence may be constructed, erected, placed or maintained forward of the front building limit or setback line on each Lot as shown on the Site Plan or as set forth in this Declaration. No double fencing is allowed. Front yard decorative fencing may be allowed upon special application to and approval by the Committee.

**ARTICLE 10**  
**RULE MAKING**

No Changes.

**ARTICLE 11**  
**GENERAL PROVISIONS**

**11.01 11.12** No Changes.

**11.13 Ratification.** McCaleb Homes, Inc. is the Owner of Dwellings or Lots within the Section 5 Property as of the time of execution and recording of these Declarations. By its signature hereon, McCaleb Homes, Inc. evidences its consent to these Declarations and its intent that the Dwellings and Lots within the Section 5 Property that it owns be subject to, and burdened by, these Declarations in all respects and to the same extent as all Dwellings and Lots owned by Declarant. **MCCALEB HOMES, INC. IS NOT THE DECLARANT AND ITS**