



## Covenants of

### HARVARD WALNUT CREEK HOMEOWNERS ASSOCIATION, INC.

#### Amended and Restated Version dated March 31, 2017

**Mission Statement:** Covenants for the Harvard Walnut Creek Home Owners Association are enacted to provide a safe, well-kept, pleasing and respectful environment for all residents. It is a joint responsibility of the HWCHOA Board and all HWCHOA Members to contribute to educating and assisting in enforcing the HWCHOA Covenants. Each HWCHOA Member shall to the best of their ability contribute to the work involved in keeping Harvard Walnut Creek a well-kept and pleasing environment in which neighbors are involved in volunteering to assist with needed tasks that are part of the HWCHOA.

**Purpose of Association.** The Association has been incorporated as a non-profit corporation to administer and delegate responsibility for the protection, improvement, maintenance, repair, and administration and operation of the neighborhood and serve as the supervising and coordinating body for all of the Association Members. The Association shall promote and coordinate the harmonious development and operation of the Neighborhood. The Association shall have the authority to implement and enforce the provisions of the Covenants and Bylaws. Each Owner/Association Member, by acceptance of a deed or other conveyance of an interest in a Lot or by acceptance of his membership, is deemed to ABIDE BY THESE covenants and agree to pay all of the HOA dues and special assessments to the Association in accordance with the terms hereof. These dues and assessments, together with interest thereon, late charges, attorneys' fees, court costs, FINES, PENALTIES and other costs of collection thereof as hereinafter provided, shall be a continuing lien upon such Owner's Lot against which the dues, assessments, fines and penalties are made. All of the dues and assessments, fines, and penalties together with such interest and other costs, shall also be the personal obligation of the Association Member (Owner) to whom such dues and assessments relate.

**Purpose of HOA Dues.** The dues and assessments levied by the Association shall be used: (a) to promote the well-being, health, safety and welfare of Association Members, (b) to enhance the value of the Neighborhood, (c) to pay the costs of administration of the Association, (d) to pay all other Common Expenses, or to otherwise further the interests of the Neighborhood. Maintenance of each Lot shall be the sole responsibility of its Owner.

In the original covenants dated August, 4<sup>th</sup>, 1966, the developers of the edition, W.R. Grimshaw, Jr. Mildred E. Grimshaw, Ira D. Crews, Jr., and Marcia B Crews, dedicated for public use all of the streets as shown on Plat Number 2761 (later revised to Plat Number 2830) and guaranteed the title to all of the land covered by said streets for the purposes of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title to the subdivision of said tract (hereafter referred to as lots). They imposed certain restrictions and reservations and created the easements which shall be binding upon them, their successors and assigns, to-wit.

The original covenants have been in effect since 1966 and had an additional five (5) covenants added in 2006. The Walnut Creek Homeowners Association has updated these original covenants to clarify, update, and add additional covenants that have been approved by a majority vote of the Association.

Most of the original Covenants are contained herein, but a few were obsolete because of the fifty years that have passed.

The legal description of Harvard Walnut Creek Homeowners Association, Inc. is as follows:

Walnut Creek Amended: A part of the Southeast ¼ of Section 8, T-18-N, R-13-E, Tulsa County Oklahoma (Plat 2830)

WITH THE EXCEPTION OF:

Block 1 and Block 8 of Plat 2830. (The Part of Walnut Creek Amended that is located on the EAST side of Harvard)

AND

Walnut Creek II: A part of the North ½, SE ¼ of Section 8, T-18-N, R-13-E, Tulsa County, Oklahoma (Plat 3203)

## INTRODUCTION

**Covenant 1.** These covenants, conditions, and restrictions are to govern the body of residents known as the Harvard Walnut Creek Homeowners Association and can only be changed or revised by vote of a majority of the owners of the lots who are eligible to vote as further described in the Bylaws in Article IV, Section 3. These covenants shall serve as a contract providing the rules of the WCHOA between the WCHOA and all homeowners within the aforementioned legal descriptions. Enforcement Measures/Consequences for non-compliance are described in detail in the last section of these Covenants.

In addition, all Members are subject to the Bylaws of the Harvard Walnut Creek Homeowners Association, a copy of which is attached hereto as Exhibit "A" and made a part hereof. These Bylaws are incorporated and made a part of this contract. The operations of the Association shall be governed by and be subject to the provisions of these Covenants and the Bylaws. In the event of a conflict between the Covenants and the Bylaws, the terms of these Covenants shall prevail.

**Covenant 2.** Invalidation of any one of these covenants, restrictions or conditions shall in no way effect any of the other provisions which shall remain in full force and effect.

**Covenant 3.** All lots in the tract shall be known, described and used solely as residential lots, and no structure shall be erected on any residential lot other than one detached single-family house, at least one story in height, with not less than a two-car garage. (Reference Covenant 8 through 22 for restrictions on outbuildings and fences.)

## HWCHOA Board Responsibilities

**Covenant 4.** HWCHOA Board shall be responsible for maintenance of the perimeter areas that border the subdivision along the west side of Harvard Ave. and north side of 81<sup>st</sup> St. including mowing, leaf collection and general maintenance. This does not include fencing. Owners are responsible to keep well maintained and visually pleasing fencing around their property.

**Covenant 5.** HWCHOA Board shall be responsible to maintain and manage the planters at the 4 entrances to the subdivision.

**Covenant 6.** HWCHOA Board shall be responsible to contact appropriate entity or city officials when repairs or maintenance is needed for public utilities or other city maintenance that falls within their scope or range of operation.

**Covenant 7.** HWCHOA Board has the authority to address, enforce, fine, file liens, and bill homeowners for violations of these HWCHOA Covenants.

### **Buildings & Fences**

**Covenant 8:** No residence shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no residence shall be located nearer than five feet to any side lot line or property line. The front of any residence in this Addition shall set back at least 30 feet from the property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the structure. Outbuildings shall be constructed at the rear of property and no closer than 5 feet from the rear property line or 5 feet from any side property line. Residents should be mindful of easements when constructing outbuildings ensuring the building does not encroach on the easement. The height of the outbuilding cannot exceed the height of the house on that given lot. These outbuildings must be well maintained. Objects above the fence line must be no closer than 5 feet from the fence and well maintained. Homeowners are responsible for maintaining the easements along the fence line to ensure that trash, leaves, undergrowth, and overgrown weeds and grass are removed. Care should be taken to keep growth from destroying existing fences. Tornado shelters cannot be visible from the street.

**Covenant 9.** New installations and replacement fences shall be composed of wood, wood with steel posts, wood composite, wrought iron, stone, brick or aluminum and shall not extend beyond the front line of the house (no fencing in the front yards). No cyclone (chain link), plastic or vinyl fencing is permitted in new installation.

**Covenant 10.** Each residence must have a private, attached fully enclosed garage with a minimum capacity for two standard sized cars. No garage will be permitted to be enclosed for living or used for purposes other than normal storage of automobiles and related normal uses.

No carports will be allowed after January 1, 2018 except a carport approved by the HWCHOA Board. Carports must be located behind a fence in the rear of the home, and must coordinate with the structure of the home, including the roof line. In addition, a carport should maintain the enhancement of the owner's home as well as the surrounding neighborhood.

**Covenant 11.** Houses destroyed by fires or natural disasters must be demolished and / or removed from the premises and new construction must begin as soon as possible. The homeowner has the responsibility to keep the HWCHOA Board apprised of the status of the project.

**Covenant 12.** No residential structure shall hereafter be erected or placed on any building plot, which plot has an area less than the minimum lot area of any lot shown in Plat number 2830 or Plat number 3203.

**Covenant 13.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**Covenant 14.** No trailer, basement, tent, shack, garage, barn, tornado shelter or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**Covenant 15.** No dwelling shall hereafter be erected on any lot in said tract (See plats above) in which the floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1,500 square feet.

**Covenant 16.** Replacement roofs shall be composed of asphalt, fiberglass, metal, tile or cedar shingles. New materials/products that are in line with city code may be used as they become available with approval by the WCHOA Board.

**Covenant 17.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats and also a perpetual five (5) foot easement across the rear of each lot.

**Covenant 18.** The original Covenants reflected that the developers of said tracts dedicated to the public use forever an easement and right-of-way as shown and designated on the accompanying plats for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines, transformers, gas lines, cables and waterlines, together with all fitting and equipment for each of such facilities including the pole, wires, conduits, pipes, valves, meter and any other appurtenances thereto, with the right of ingress and egress upon said easement and right-of-way for the uses and purposes aforesaid together with similar rights in each and all of the streets and alleys shown on said plats, PROVIDING HOWEVER that the original developers reserved the right to construct, maintain, operate, lay or relay water lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over across and along all of the public streets and alleys shown in said plats, and over, across and along all strips of land included with the easements shown thereon, both for the purpose of furnishing water to the area included in said plats and to any other areas.

**Covenant 19.** Overhead pole lines for the supply of electric service may be located along the Northern edge of Block 2, Southern edges of Blocks 12,13 and 17 and the Eastern edges of Blocks 1 and 8 and Lots 14 thru 19 of Block 12. In addition, overhead pole lines may be located along the Northern edge of Block 1 and the Southern edge of block 2 of Walnut Creek II. Street light poles or standards shall be served by underground cable. Throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and street, shown on the attached plats. Service pedestals and transformers as sources of supply at secondary voltages, may also be located in said easement-ways.

**Covenant 20.** Except to houses on lots described in Covenant nineteen (19) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Additions may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance of said house.

**Covenant 21.** The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown in said plat or provided for in this Deed of

Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

**Covenant 22.** All homes in the HWCHOA are designed and dedicated by the original developers as single family homes only.

### **Vehicles & Parking**

**Covenant 23.** No vehicles are allowed to park on the streets overnight except in the case of inclement weather. Streets must be clear and at no time are vehicles allowed to park on opposite sides of the street directly across from one another. Street parking is intended for guests of residents or vehicles servicing resident's homes. Vehicles must be parked going in the direction of the traffic and close to the curb. Vehicles may not be parked in front of a fire hydrant, driveway, mail box or on any corners at any time.

**Covenant 24.** No boats, semi-trucks, motor homes, campers, trailers, construction equipment, trailer mounted equipment or any inoperable vehicles will be allowed to park on streets or front driveways unless such vehicles are being used to service a home. Any vehicle parked on driveways must be moved at least once monthly. No vehicles are allowed to park in yards at any time.

**Covenant 25.** Vehicles may not exceed 25 mph in the neighborhood.

**Covenant 26.** The limit for the number of automobiles parked on streets to attend a gathering at a single home is 12 unless prior approval is granted by the Board.

### **Animals, Birds and Reptiles**

**Covenant 27.** Domestic animals must be contained within a secured area at the back of the property. Pets must be on a leash when off the property and the owner of the animals must retrieve excretion by their pets. Animals are not allowed to run freely at any time when outside of their secured area due to potential safety concerns for other residents.

**Covenant 28.** Animals shall not be allowed to disturb the peace of residents. No animals shall be kept, bred or raised for commercial purposes. No farm animals, chickens, or pigeons may be bred on any lot. If any of the above animals or fowl are kept on the lot, all city codes/ordinances must be strictly adhered to. All fowl must be kept in a building, which at its nearest point is no closer than 50 feet to any adjoining residence. The floors of such building shall be of easily-cleanable construction, and shall be maintained in a sanitary condition not offensive or dangerous to the public health by routinely cleaning and properly disposing of the droppings and the outside openings of the building shall be screened to prevent the spread of disease by flies and vermin. No reptiles or wild animals are allowed on any lot in the neighborhood. All Tulsa City Codes/Ordinances in regard to animal and fowl must be strictly adhered to for safety and to keep a pleasant living environment.

### **Signs at Entrances & in the Neighborhood**

**Covenant 29.** No signs, large or small, shall be placed at any of the entrances or other common areas of Harvard Walnut Creek, on perimeter fences or on street light poles or any other sign posts. Signs will be removed and disposed of. Political signs during political campaigns, realtor signs, and garage sale signs are allowed in resident's yards. Residents may not place any sign in a neighbor's yard, which includes by

the street without express permission from the owner. Writing or signs on homes or fences are not allowed, with the exception of safety signs or temporary signs. HWCHOA may post tasteful, attractive banners and signs that publicize HOA events, activities and awards for limited periods of time.

### **Trash, Garbage and Unsightly Piles or Objects**

**Covenant 30.** Refuse and recycling containers shall not be set on the curb until 5:00 pm the day prior to pick up and returned to storage area on the day of pickup. Refuse and recycling containers shall not be visible from the street other than what is listed above for trash pickup days.

**Covenant 31.** Garbage, trash, unsightly objects, junk piles, construction piles or equipment shall not be visible from the street or any other lot.

### **Care & Appearance of Property**

**Covenant 32.** Dead trees or limbs posing a potential danger to persons or property shall be removed. In addition, dead trees and limbs shall be removed for general well-kept appearance of Harvard Walnut Creek.

**Covenant 33.** Homeowners shall mow, trim and maintain all grass and shrubs to create a pleasing appearance on their property. This includes keeping areas around mailboxes and flower beds on the property well-kept and weed free.

**Covenant 34.** Homes shall be maintained in a good state of repair to include roofs, windows, and coverings for windows visible from the street, screens, awnings, exterior walls, fences and mailboxes. Any structures visible from other Lots or from the street shall also be maintained in a good state of repair.

**Covenant 35.** Vegetable gardens shall be contained within the back yard or a part of the yard not visible from the street.

**Covenant 36.** Dumpsters, mobile storage units and construction storage may not be left in the front driveway for more than 30 days, unless special approval has been obtained from the Board. These items may not be placed in the street or yards visible to others from the street or any other lot.

**Covenant 37.** Any new installations of satellite dishes, equipment, or antennas must be mounted on the back side of the house or in the back yard. Care should be taken to minimize the visibility from the street. No towers are allowed.

**Covenant 38.** Well maintained and in good working order mail boxes are required by owners. Mailboxes must be standing upright and rust free and have a pleasing appearance.

**Covenant 39.** Basketball goals may only be visible to other owners if they are well maintained. No rusty or bent poles, no chipped or severely faded paint or missing nets or anything that appears unkempt is allowed. Storing a portable basketball goal cannot be done by laying it in any part of the front or side yard. Storage must not be visible from any Lot or the street. Basketball goals may not be positioned for street play.

**Covenant 40.** Back yards are not to be used for junk and trash or overgrown grass is not allowed as they attract rodents and can become a safety issue. Back yards are to be maintained to the same standards as the front.

**Covenant 41.** Tents, mobile homes or campers may not be placed on any part of the Lot. However, tents may be used for temporary events.

### **Kinds of Housing - Restrictions**

**Covenant 42.** All homes shall be in compliance with City of Tulsa codes and laws applicable to single family residence. Multiple families are not allowed due to lack of space for number of cars and traffic created by this situation. Guests and extended family fall outside of this category as long as overcrowding conditions do not occur. All homes in the neighborhood are single family homes, and therefore, no renting of rooms will be allowed by any owner who purchases a home in Harvard Walnut Creek HOA area after January 1, 2018.

In accordance with the above dwelling provisions, there shall be no houses used as or rented for the purpose of commercial usage, halfway houses, houses used for pre-release of convicted felons, communal living, group homes, homeless shelters, foster care group homes, bunk houses (a business that rents or buys the house for purposes of employee/employees to live there), or houses used expressly for hospice care.

**Covenant 43.** Effective January 1, 2018, the limit for the number of houses that can be utilized as rental units within Harvard Walnut Creek is capped at 76 homes, which is one-fourth ( $\frac{1}{4}$ ) of the homes in the neighborhood. This restriction applies to only NEW homeowners who purchase after January 1, 2018. Homeowners before January 1, 2018 are exempt from this restriction. Owners of all rental homes are required to register and notify the HWCHOA Board that the home is leased/rented. Owner is responsible to report current renter names and contact information. Renter information will help insure that tenants are welcomed into the neighborhood and receive information pertaining to neighborhood activities and news. When there is a transition of renter, the HWCHOA Board must be notified by the Owner of the home to keep the home registered as a rental property. In the event the rental home is not registered, the home will be disqualified as a rental and lose its status as a rental in Harvard Walnut Creek. This home is then not eligible to rent.

### **Disturbing the Peace**

**Covenant 44.** Homes within Walnut Creek are residential single family homes. Large gatherings that disrupt or disturb the peace of other residents are not allowed.

**Covenant 45.** Residents may not walk through, congregate or use another resident's yards without the permission from the owner of the yard.

**Covenant 46.** Music (electronic or instrumental) which is loud enough to disturb the peace of homeowners is not allowed.

## **Safety Restrictions**

**Covenant 47.** Other than barbeques, in properly constructed barbeque pits or grills and fire pits, no open fires shall be permitted on any lot, nor shall any other similar activity or condition be permitted. No burning of leaves, brush or trash is permitted on any Lot at any time.

**Covenant 48.** Due to potential safety issues, no exterior or interior storage tanks greater than ten (10) gallons for fuel or flammable liquids are allowed on any lot.

## **Owners Not Living on Property, Renters, and Change in Ownership Protocol**

**Covenant 49.** Owners must provide contact information with the HWCHOA Board so dues and other notices can be sent. In addition, if an owner rents their home and is living at a different location, they must disclose current contact information for said purposes above. Also, current renter names and contact information must be disclosed for HCWHO communication purposes. When there is a transition of renter, the HWCHOA Board must be notified by the Owner of the home.

**Covenant 50.** If an owner chooses to sell their home, they MUST disclose to the new owner that there is an HOA with bylaws, covenants, yearly dues and limits on rental homes.

**Covenant 51.** An Owner who leases his Home to any Persons shall be responsible to assuring compliance by his lessee with all the provisions of these Covenants, By-Laws and HOA Rules, all as amended and supplemented from time to time, and shall be solely responsible for any violations by his lessee thereof. The lessee can be contacted, directly notified of infractions of covenants, and fined for violations. The owner of the home (the HOA member) will ultimately be responsible for payment of the fine. If there are repeated covenant offenses by said renters, HOA has the right to ask owners to evict these renters.

**Covenant 52.** All vacant homes must be maintained by the owner and kept in a presentable and pleasing manner. All yards must be mowed, trimmed and maintained. Shrubs and flower beds should be trimmed and maintained. In addition, leaf removal is expected. All HWCHOA covenants and bylaws apply.

## **Enforcement Measures/Consequences**

The Board or a member of the Covenant Enforcement Committee shall have the authority, as provided in these Covenants and By-Laws, to impose sanctions for any violation of any Covenant imposed under the HWCHOA Covenants and By-Laws. In the event that any occupant, tenant, guest, or homeowner violates these Covenants or By-Laws, and a fine is imposed, the fine shall be assessed against the Owner of the property. A lessee can be contacted, directly notified of infractions of covenants, and fined for violations, but the Owner of the home will ultimately be responsible for payment of the fine.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or stop the Association from enforcing any other covenant, restriction, or rule.



Every effort will be made by the Board and the Covenant Enforcement Committee to insure all HOA members are treated fairly and equally.

Any or all of the following actions and/or measures may be used by the HWCHOA Board or Designated Covenant Enforcement Committee with supervision of the HOA Board to ensure a safe, well-kept, pleasing and respectful environment for all residents:

#### **Annual Dues, Assessments and Fines**

1. Annual dues shall be paid on or before due date of February 28<sup>th</sup> or February 29<sup>th</sup> of each year with a late penalty of 10% of the amount due; plus, 18% interest per annum on the past due balance.
2. Penalty and interest for late payment of dues, fines, or other assessments shall begin thirty (30) days after the outstanding balance is due. The penalty will be calculated at 10% of the amount due plus 18% interest per annum on the past due balance.
3. Fines for non-compliance of Covenants will be billed after the necessary notification letter and warning letter have been sent to the Owner with the time frame to correct and a specific deadline. If the offense is not remedied by the Owner within that time frame, a bill will be generated and sent to the Owner. That fine is due and payable in 10 days and will begin to accumulate penalty of 10% and interest of 18% per annum after 30 days of non-payment.
4. The HOA Board has the authority to send demand letters for past due balances of dues, fines, assessments, interest and penalties. This letter should be sent via certified mail/return receipt to the last known address for the owner in the HOA records. After the demand letter has been sent, giving the homeowner thirty days to respond, then the HOA has the authority to file an affidavit for civil action. The HOA also has the authority to request service of summons, appoint, be represented by an attorney or be represented by a member of the Board at any hearing. The HOA Board also has the authority to pursue a Statement of Judgement and file a lien.
5. The Board may bring an action at law against the Owner personally obligated and liable to pay dues, penalties, interest, assessments, and fines or place a lien against the Lot for the full amount due including interest, penalties and reasonable attorney's fees. As a final action, the Board may pursue a Statement of Judgement to place a lien on the property.
6. HOA membership rights, which include voting privileges are suspended when any HOA dues, fines and / or assessments are in arrears. All past HOA dues, fees, penalties, interest, non-compliance HOA covenant fees and any court costs shall apply.

#### **City Code Violations**

1. The HWCHOA Board or the Designated Covenant Enforcement Committee has the authority to report city code violators to the appropriate city department for non-compliance of Covenants.
2. The HWCHOA Board or the Designated Covenant Enforcement Committee has the authority to notify the police department of potential city code violators to either fine or tow vehicles that are in violation of City Code.
3. After a notification letter, followed by a warning letter with potential consequences (including the amount of the fine), the WCHOA Board shall have the option to hire a contractor to mow the yard, trim overgrown bushes / shrubs and remove dead limbs that have been neglected. The HOA will have the right to assess the actual fees charged by their contractor and an administrative fee equal to 1/2 the rate (currently \$150) the city charges (currently \$300). This rate will increase to coincide with the City of Tulsa's rate for property that does not meet the City Code for compliance for unkempt property.

4. Since the HOA is responsible for the perimeter of the common property and maintaining the general safety and appearance of the property, after a notification letter has been sent and then a warning letter with potential consequences has been sent, the HOA shall have the right (but not the duty) to hire a contractor to repair any downed fence or decayed fence that they so deem as necessary. All fees shall be assessed to the property owner plus an administrative fee of ½ (or 50%) of the rate charged by the City of Tulsa for non-compliance of city code. This rate would coincide with the City of Tulsa for property that does not meet the City Code for compliance of unkempt property.
5. Fines will be charged per violation of these covenants and will be billed to the owner of record. Fines can be up to 50% of what the City of Tulsa charges.

#### **Parking offenses**

1. Parking offenses will be subject to an initial fine of twenty-five percent (25%) of the annual dues and will be billed to the homeowner committing the offense after a notification letter and a warning letter.

#### **Rental Property**

1. If a rental property is not registered with the HWCHOA Board, an Owner will forfeit his right to renting the property. If rental continues, owner will face a fine equal to two times the annual dues. If rental continues, a fine of five times the annual dues will be assessed to the owner. If these assessments are not paid in a timely manner (30 days after the billing) and the rental status not corrected, a lien may be placed on the house.

#### **Returned Checks**

1. The WCHOA Board has the authority to assess fees to cover processing and bank fees incurred by returned checks.

#### **Other Infractions/Offenses**

The Executive Board has created a fine schedule to determine the amount of each fine for various infractions/offenses based on a percentage of the annual dues for the current year to determine penalties that will be charged for infractions and non-compliance of Covenants and By-Laws. Most initial fines have been set at 25% of the annual dues with the exception of fines addressed in the previous paragraphs addressing: dues, assessments and fines; city code violations; rental property; and returned checks. These fines have been established to insure all HOA members are treated fairly and equally and will be updated/adjusted accordingly each year and maintained by the Executive Board and the Covenant Enforcement Committee. The Procedure Order will be followed as described below in notifying residents of an infraction or offense.

### **Procedure Order for Covenant/Enforcement Measures**

The WCHOA Board member who is a member of the Covenant Enforcement Committee or a Covenant Enforcement Committee member shall notify Owners of non-compliance of Covenants/By-Laws. Covenant Enforcement Measures shall follow in Procedure Order as follows:

1. Notification letter to Homeowner of Covenant that has been broken. In the case of time sensitive violations, a verbal notification of infraction of Covenant will be given and followed up by a notification letter confirming the violation.
2. Letter of Warning with Specific consequence if not corrected within a time frame to correct the specific non-compliance of Covenant. Owners have 10 days or less as stated in the warning letter to correct the covenant infraction, unless they have gained Board approval from the WCHOA Board to lengthen this correction period.
3. Fine or Enforcement of consequence. Billing for this infraction should occur within ten days AFTER the deadline of the Letter of Warning.
4. The HOA Board has the authority to send demand letters for past due balances of dues, fines, assessments, interest and penalties. This letter should be sent via certified mail/return receipt to the last known address for the owner in the HOA records. After the demand letter has been sent, giving the homeowner thirty days to respond, then the HOA has the authority to file an affidavit for civil action. The HOA also has the authority to request service of summons, be represented by an attorney or be represented by a member of the Board at any hearing. The HOA Board also has the authority to pursue a Statement of Judgement and file a lien.

IN WITNESS THEREOF, we have hereunto set our hands in Tulsa, State of Oklahoma, this 31<sup>st</sup> day of March, 2017.

*Tanna Strom*

Tanna Strom, Co-President

*Morris Strom*

Morris Strom, Co-President

*Michael Paul*

Michael Paul, Co-Vice-President

*Elsa Paul*

Elsa Paul, Co-Vice-President

*Beverly Vogel*

Beverly Vogel, Treasurer

*Donna Wienecke*

Donna Wienecke, Secretary

*Steve Berry*

Steve Berry, Safety Consultant

*Carrell Waugh*

Carrell Waugh, Block Captain Coordinator



Ora Harrison  
Ora Harrison, City Liaison

George E. Gillen  
George Gillen, Senior Advisor

**CERTIFICATION**

We, the undersigned, do hereby certify:

THAT we, Morris D. Strom and Tanna K. Strom are the duly elected and acting Co-Presidents of the HARVARD WALNUT CREEK HOMEOWNERS ASSOCIATION, INC., an Oklahoman non-profit corporation, and

THAT the foregoing Covenants of the Harvard Walnut Creek Homeowners Association Amended and Restated Version dated March 31, 2017, have been duly adopted by the WCHOA by a vote held on the 18<sup>th</sup> day of April, 2017.

IN Witness Whereof, we have hereunto subscribed our names and affixed the seal of said Association this 25<sup>th</sup> day of April, 2017.

Morris D. Strom

Morris D. Strom, Co-President

Tanna K. Strom

Tanna K. Strom, Co-President



**ACKNOWLEDGMENT**

STATE OF OKLAHOMA

COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State on this 25<sup>th</sup> day of April, 2017 personally appeared Morris D. Strom and Tanna K. Strom, to me known to be the identical persons who executed the forgoing instrument as Co-Presidents, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Stephanie VanderSlive

Notary Public

My comm

