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 04/22/2016 11:42:26 AM
 Bk:RE13102 Pg:19 Pgs:2 DECL
 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 Carolynn Caudill

SIXTH AMENDMENT

TO

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

DEER CREEK VILLAGE Section 1

This Sixth Amendment to the Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 is made effective as of the 1st day of January, 2016 by Deer Creek Village, L.L.C., an Oklahoma Limited Liability Company, the "Declarant".

Declarant is the owner of the land described in Exhibit "A" attached to the original Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 (the "Declaration") and is referred to herein as the "Property" or the "Addition". A portion of the Property has been subdivided and platted into lots and blocks under the name of Deer Creek Village Section 1 an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof. The original Declaration imposes upon the Addition mutually beneficial covenants and restrictions on the use and improvement of the Lots administration of the Association and maintenance of the Addition. Declarant desires to amend the Declaration in this Sixth Amendment pursuant to Article XII paragraph 13.1, as set forth below:

Article VIII

ASSOCIATION FINANCES

8.4. Declarant's Obligation for Assessments.

Both sentences of paragraph 8.4., appearing on page 14 of the Declaration are hereby deleted in their entirety and the following language is substituted therefore:

"Effective January 1st 2016 the Declarant shall no longer be obligated to pay the Annual Assessment on Lots which it owns in any existing or future phase of Deer Creek Village Addition to the City of Oklahoma City, Oklahoma County Oklahoma according to the recorded plats and any future subdivisions annexed thereto."

8.5. Builder's Obligation for Assessments.

The first sentence of paragraph 8.5., appearing on page 15 is hereby stricken. The following language is substituted therefore:

"The Assessment for Lots owned by Class "C" Members (Builders) is hereby eliminated."

This Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 and all subsequent sections of the Addition is dated this 16th day of March, 2016.

“Declarant”

Deer Creek Village, L.L.C.

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

State of Oklahoma)
County of Cleveland)

The above and foregoing instrument was acknowledged before me this 16th day of April, 2016 by Anthony k. Mirzaie, Manager of Deer Creek Village, L.L.C.

My commission Expires

October 19, 2019

Susan Miller

Notary Public

Seal



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Filing Fee: \$15.00

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Return to: Alliance Title Services, 800 Wall St Norman OK 73069

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Doc # 2009005010
Bk 10993
Pg 933-934
DATE 01/14/09 12:10:02
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Auditor

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
DEER CREEK VILLAGE Section 1

This First Amendment to the Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 is made effective as of the 1st day of October 2008 by Deer Creek Village, L.L.C., an Oklahoma Limited Liability Company, the "Declarant".

Declarant is the owner of the land described in Exhibit "A" attached to the original Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 (the "Declaration") and is referred to herein as the Property or the Addition. A portion of the Property has been subdivided and platted into lots and blocks under the name of Deer Creek Village Section 1 an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof. The original Declaration imposes upon the Addition mutually beneficial covenants and restrictions on the use and improvement of the Lots administration of the Association and maintenance of the Addition. Declarant desires to amend the Declaration in this First Amendment pursuant to Article xii paragraph 13.1, as set forth below:

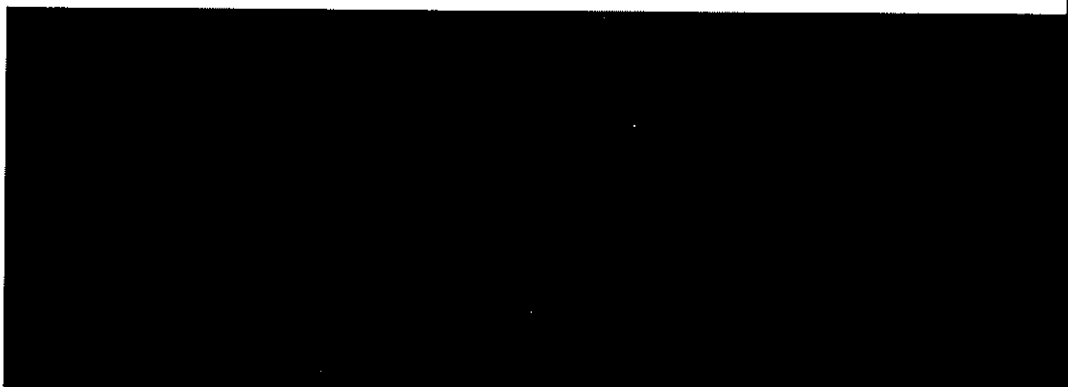
EXHIBIT "B"

INITIAL USE RESTRICTIONS AND RULES

2 (p) **Antennas.** Satellite antennas or dish type receivers shall not exceed 20 inches in diameter. The placement of satellite antennas or dish type receivers shall be limited to the rear portion of the house or on the side of the home no farther than five (5) feet from the rear corner of the home.

7. **Lot Fencing.** No Owner shall be required to install a fence to separate one lot from the other. Each Owner may install landscaping, a wood stockade fence with steel posts and dog eared pickets, masonry, black wrought iron or black square tubular steel fence, not to exceed six (6) feet in height, (herein a "Lot Fence") from the front of the dwelling to the side lot lines along both side lot lines and across the rear property line. The size location, design and materials of all fencing must be approved in writing by the DRC prior to the commencement of construction. No chain link fencing of any type shall be permitted. In the event that an Owner elects to install a wood stockade fence on any lot, the portion of the fence that is visible from any street, including the street in front of the house and the street running along the side of the house on corner lots, the same shall be built with 1" x 6" cedar or white wood pickets no longer than six (6) feet in length with a 2" x 8" cedar plank cap with 1" x 2" runners immediately under the

W
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cap running along both sides of the fence. All wooden fences extending from both sides of the house to the side property lines as well as any fence extending along the side property line to the rear property line of corner lots shall be built with the cap and runners described above. The portions of the Lot Fences that are visible from any street shall be stained to match the existing fences in the Addition. The portions of the Lot Fences which are not visible from any street may be constructed with dog eared pickets of greater than 6 inch widths or less than 6 inch widths so long as the height does not exceed six (6) feet. There is no requirement that Lot Fences which are not visible from the street be stained or that if the Lot Fences are stained that the color of the stain matches the color of the Lot Fences which are visible from the street.

7(a). The fences located along the rear property lines of the Lots described below have rear yards which abut Common Areas. The rear fences of the following Lots shall be constructed of black wrought iron or black tubular steel:

Lots 19 through 23 Block 1. It is the intent of the Declarant to eliminate Lots 16, 17 and 18 of Block 1 from the requirement to build the rear fences of black wrought iron or black tubular steel.

Except for the Amendments set forth above the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 shall remain in full force and effect.

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 is dated this 1st day of October 2008

Declarant Deer Creek Village L.L.C.

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

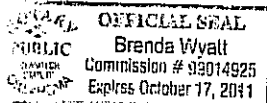
State of Oklahoma

County of ~~Adair~~ Cleveland

The above and foregoing instrument was acknowledged before me this 1st day of October 2008 by Anthony k. Mirzaie, Manager of Deer Creek Village, L.L.C.

My commission Expires
10-17-2011

Brenda Wyatt
Notary Public Seal





480 24TH AVE NW, #106
NORMAN, OK 73069

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

DEER CREEK VILLAGE Section 1



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03/24/2014 10:44:21 AM
Bk:RE12491 Pg:663 Pgs:2 DECL
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

This Second Amendment to the Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 is made effective as of the 19th day of March, 2014 by Deer Creek Village, L.L.C., an Oklahoma Limited Liability Company, the “Declarant”.

Declarant is the owner of the land described in Exhibit “A” attached to the original Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 (the “Declaration”) and is referred to herein as the “Property” or the “Addition”. A portion of the Property has been subdivided and platted into lots and blocks under the name of Deer Creek Village Section 1 an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof. The original Declaration imposes upon the Addition mutually beneficial covenants and restrictions on the use and improvement of the Lots administration of the Association and maintenance of the Addition. Declarant desires to amend the Declaration in this Second Amendment pursuant to Article xii paragraph 13.1, as set forth below:

Article VII

ASSOCIATION POWERS AND RESPONSIBILITIES

7.4. Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents and the rules of the Association. The Board may impose sanctions, including monetary fines, for violation of the Governing Documents or any rule or regulation, after notice and a hearing in accordance with the procedures set forth in the Bylaws.

Article VIII

ASSOCIATION FINANCES

8.7. Specific Assessments, Monetary Fines. The Board may levy Specific Assessments, including monetary fines, against particular Lots for violation of the Governing Documents, expenses incurred or to be incurred by the Association, as follows:

EXHIBIT "B"

INITIAL USE RESTRICTIONS AND RULES

6. **Recreational Equipment.** Tree houses and platforms in trees are prohibited. Elevated play houses, play towers, climbing equipment, swing sets or similar structures may be erected in the back yards of the homes, provided that a ten (10) foot set back from both side and rear property lines is maintained. Any such equipment erected in the back yard of a home in the Addition shall be limited in height such that no portion of the structure shall exceed 8 feet above the surface of the yard in which it is located. The attachment or use of binoculars, periscopes, telescopes or any such optical viewing enhancement devices from the elevated portion of such equipment is prohibited.

Except for the Amendment set forth above the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 shall remain in full force and effect.

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 is dated this 19th day of March, 2014.

"Declarant"

Deer Creek Village, L.L.C.

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

State of Oklahoma)
County of Cleveland)

The above and foregoing instrument was acknowledged before me this 20th day of March 2014 by Anthony k. Mirzaie, Manager of Deer Creek Village, L.L.C.



Kelly K. Clark
Notary Public Seal

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 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 Carolynn Caudill

**THIRD AMENDMENT
 TO
 DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
 FOR
 DEER CREEK VILLAGE Section 1**

This Third Amendment to the Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 is made effective as of the 1st day of January, 2015 by Deer Creek Village, L.L.C., an Oklahoma Limited Liability Company, the “Declarant”.

Declarant is the owner of the land described in Exhibit “A” attached to the original Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 (the “Declaration”) and is referred to herein as the “**Property**” or the “**Addition**”. A portion of the Property has been subdivided and platted into lots and blocks under the name of Deer Creek Village Section 1 an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof. The original Declaration imposes upon the Addition mutually beneficial covenants and restrictions on the use and improvement of the Lots administration of the Association and maintenance of the Addition. Declarant desires to amend the Declaration in this Third Amendment pursuant to Article XII paragraph 13.1, as set forth below:

Article VIII

ASSOCIATION FINANCES

8.1. Budgeting and Allocating Common Expenses.

The first sentence of the first paragraph appearing on page 13 is hereby amended as follows:

The words “Not less than 30 days before the beginning ” are hereby stricken and the following language “Prior to January 31st” is hereby substituted therefore. As a result of this amendment, the sentence shall read as follows: “Prior to January 31st of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the upcoming year.”

Additionally, the first sentence of the second paragraph appearing on page 14 is hereby stricken. The following language: “Notice of assessments may be communicated to the Owners of the Lots by delivery through the United States Mail at the last known address of the Owner, by electronic mail to the last known e-mail address on file with the Association, by posting the same in a prominent place within the Property, by publication in the Association’s newsletter or by any other means reasonably calculated to provide the Owner with notice of the amount of the Assessment and the Budget pursuant to which the Assessment is being levied” is hereby substituted therefore.

OLD REPUBLIC TITLE
 4040 N. TULSA
 Oklahoma City, OK 73112

(1)

v/k

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 is dated this 16th day of December, 2014.

“Declarant”

Deer Creek Village, L.L.C.

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

State of Oklahoma)
County of Cleveland)

The above and foregoing instrument was acknowledged before me this 19th day of December 2014 by Anthony k. Mirzaie, Manager of Deer Creek Village, L.L.C.

My commission Expires
October 19, 2015

Susan Miller

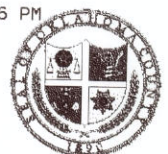
Notary Public

Seal



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Filing Fee: \$15.00

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DECL





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 Bk:RE12893 Pg:1110 Pgs:2 DECL
 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 Carolynn Caudill

FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
DEER CREEK VILLAGE Section 1

This Fourth Amendment to the Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 is made effective as of the 1st day of January, 2015 by Deer Creek Village, L.L.C., an Oklahoma Limited Liability Company, "Declarant".

Declarant is the owner of the land described in Exhibit "A" attached to the original Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 (the "Declaration") and is referred to herein as the "**Property**" or the "**Addition**". A portion of the Property has been subdivided and platted into lots and blocks under the name of Deer Creek Village Section 1 an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof. The original Declaration imposes upon the Addition mutually beneficial covenants and restrictions on the use and improvement of the Lots administration of the Association and maintenance of the Addition. Declarant desires to amend the Declaration in this Fourth Amendment pursuant to Article XII paragraph 13.1, as set forth below:

Article II

CONCEPTS AND DEFINITIONS

The definition of "Association" appearing on Page 2 is hereby amended to read as follows:

"Deer Creek Village Homeowners' Association, Inc., an Oklahoma not for profit corporation, its successors and assigns"

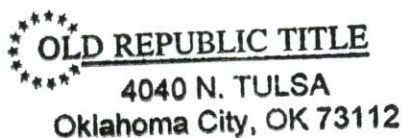
In every reference to the Deer Creek Village Community Association, Inc. contained in the Declaration and the By-Laws the same should be amended to substitute the word "Homeowners'" for the word "Community".

BY-LAWS

Article II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 2.11. Quorum. The first sentence of Section 2.11 is hereby amended to read as follows: "Except as otherwise provided in these Bylaws or in the Declaration, the presence of members representing 10% of the total votes in the Association shall constitute a quorum at all meetings of the Association.



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Article III

BOARD OF DIRECTORS: NUMBER, POWERS MEETINGS

Section 3.3 Directors During Class "B" Control Period.

(a) Subparagraph (a) is hereby amended to read as follows: "when 100% of the Lots have been conveyed to Owners other than the Declarant or Builders;"

(b) Subparagraph (b) is hereby amended to read "December 31, 2025;"

This Fourth Amendment to the Declaration for Deer Creek Village Section 1 is effective the 1st day of January, 2015.

"Declarant"

Deer Creek Village, L.L.C.

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

State of Oklahoma)
County of Cleveland)

The above and foregoing instrument was acknowledged before me this 19th day of December, 2014 by Anthony k. Mirzaie, Manager of Deer Creek Village, L.L.C.

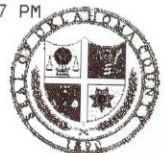
My commission Expires
October 19, 2015

Susan Miller
Notary Public



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Filing Fee: \$15.00

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 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 Carolynn Caudill

FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
DEER CREEK VILLAGE Section 1

This Fifth Amendment to the Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 is made effective as of the 1st day of September, 2015 by Deer Creek Village, L.L.C., an Oklahoma Limited Liability Company, "Declarant".

Declarant is the owner of the land described in Exhibit "A" attached to the original Declaration of Covenants Conditions and Restrictions for Deer Creek Village Section 1 (the "Declaration") and is referred to herein as the "Property" or the "Addition". A portion of the Property has been subdivided and platted into lots and blocks under the name of Deer Creek Village Section 1 an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof. The original Declaration imposes upon the Addition mutually beneficial covenants and restrictions on the use and improvement of the Lots administration of the Association and maintenance of the Addition. Declarant desires to amend the Declaration in this Fifth Amendment pursuant to Article XII paragraph 13.1, as set forth below:

EXHIBIT "B"

INITIAL USE RESTRICTIONS AND RULES

4. **Leasing of Homes on the Lots.** Page 5 of 7 pages is hereby amended to insert the following language immediately following the word "emolument."

Owners shall be prohibited from leasing a dwelling on a Lot during the first two years following the acquisition of the Lot. Provided, however, this prohibition against the leasing of a dwelling shall not apply to any Owner who, at the time of entering into a lease agreement, is on active duty as a member of any branch of the Armed Forces of the United States of America. At the point in time an Owner ceases to be a member of the Armed Forces on active duty, the prohibition against the leasing of a dwelling set forth herein shall apply to such Lot Owner.

6. **Recreational Equipment.** Page 5 of 7 pages is hereby amended to add the following language at the end of the paragraph:

Portable basketball goals shall not be considered to be the type of recreational equipment falling within the definition of prohibited recreational equipment contained in this paragraph 6. Permanent basketball goals are prohibited. Portable basketball goals may be placed on the driveway in the front of the dwelling or in the rear yard provided the same are set back a

minimum of ten (10) feet from the property lines. Owners shall be required to maintain the basketball goals in good working condition and attractive appearance.

This Fifth Amendment to the Declaration for Deer Creek Village Section 1 is effective the 1st day of September, 2015.

“Declarant”

Deer Creek Village, L.L.C.

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

State of Oklahoma)
County of Cleveland)

The above and foregoing instrument was acknowledged before me this 19th day of April, 2016 by Anthony k. Mirzaie, Manager of Deer Creek Village, L.L.C.

My commission Expires
October 19, 2019

Susan Miller

Notary Public

Seal



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Filing Fee: \$15.00

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