

**SECOND CHANGE OF "DECLARATION OF COVENANTS
AND RESTRICTIONS FLAMING OAKS ESTATES"**

To the Public and Record Owners: On August 4, 2003, the Flaming Oaks Homeowners' Association's Board of Directors met and, upon motion duly made, seconded, discussed, approved by proper vote thereafter, that the membership consider and approve permanently revising various Sections as follows of the DECLARATION OF COVENANTS AND RESTRICTIONS FLAMING OAKS ESTATES, recorded May 4, 1973 and on file in Book 553 at Page 259 of the County Clerks records of Cleveland County, Oklahoma, to-wit:

Article I, Definitions

As reads : "Section 1.7 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, cabanas, pegolas, greenhouses and temporary structures."

Is changed permanently to read:

"Section 1.7 "Detached Structure" shall mean any covered or enclosed structure larger than 108 square feet on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, cabanas, pergolas, greenhouses and temporary structures."

As reads: "Section 1.17 "Architectural Committee" shall mean either the Developer, the Board, or a designated architectural committee of the Board, at the times and for the purpose specified in Section 6.1, below."

Is changed permanently to read:

"Section 1.17 "Architectural Committee" shall mean either the Developer, or the Board, at the times and for the purpose specified in Section 6.1, below. The Board may appoint a Technical Review subcommittee as described in Section 6.1 to make recommendations on any submittals requiring Architectural Committee action."

Article V, Covenant for Assessments

As reads: "Section 5.10 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof), then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, trustees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then current per annum prime rate of the Liberty National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, plus two percent (2%) and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed to be fixed by the Court together with the costs of the action."

Is changed permanently to read:

“Section 5.10 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof), then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, trustees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then current per annum prime rate of the Liberty National Bank and Trust Company of Oklahoma City, Oklahoma City, Oklahoma, or its successors, plus two percent (2%) and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney’s fee to be fixed to be fixed by the Court together with the costs of the action.”

Article VI, Architectural Control

As reads: “Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Areas, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant is on Owner, or (b) thereafter, the Board, or a committee composed of three (3) or more representatives appointed by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.”

Is changed permanently to read:

“Section 6.1 Review. No building, fence, walk, driveway, wall higher than three (3) feet above the ground or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Areas, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant is on Owner, or (b) thereafter, the Board. Significant landscaping changes such as clear cutting, berming or trenching that would change the character of Properties shall be submitted for review by the Architecture Committee approval. The Board may appoint a Technical Review Subcommittee of three or more representatives to evaluate and make recommendations on the

technical feasibility of submittals seeking Architectural Committee approval. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All decisions shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied. If review of a submittal is stopped and returned to the originator for clarification or additional information, the thirty-day decision period is suspended until the revised or amended request is re-submitted.”

Article VII, Maintenance

As reads: “Section 7.5 Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday, provided, however, that the Owner may withdraw his request for such maintenance at any time, after which the Association will no longer have such access; but further provided that such Owner will remain personally liable for all costs by then reasonably incurred by the Association which will be assessed, subject to lien, all as provided in Section 7.4.”

Is changed permanently to read:

“Section 7.5 Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, provided, however, that the Owner may withdraw his request for such maintenance at any time, after which the Association will no longer have such access; but further provided that such Owner will remain personally liable for all costs by then reasonably incurred by the Association which will be assessed, subject to lien, all as provided in Section 7.4.”

Article VIII, Land Classification, Permitted Uses and Restrictions

As reads: “Section 8.1 Land Classification. All Lots set out in Section 2.1 are hereby classified as Single-Family Lots, with the possible exception of Lot 11, Block 2, i.e. each such Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Declarant, one or more Lots or the Lot and a part of a second Lot may be combined into a Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot set out in Section 2.1, except Lot 11, Block 2, or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.”

Is divided into subparagraphs and changed permanently to read:

“Section 8.1 Land Classification. All Lots set out in Section 2.1 are hereby classified as Single-Family Lots, with the possible exception of Lot 11, Block 2, i.e. each such Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Declarant, one or more Lots or the Lot and a part of a second Lot may be combined into a Plot.

“Section 8.1.1 No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot set out in Section 2.1, except Lot 11, Block 2, or in any residence or Detached Structure located thereon. However, in-home business activity that does not significantly increase pedestrian or vehicle traffic or parking, create noise or pollution may, if authorized by City of Norman zoning codes, be approved by the Board of Directors.

“Section 8.1.2 Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.”

As reads: “8.2.2 Maximum Residence Height. No residence which contains more than two stories shall be built on any Lot exclusive of basements and garages.”

Is changed permanently to read:

“8.2.2 Maximum Residence Height. No residence which contains more than two stories shall be built on any Lot exclusive of basements.

As reads: “8.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 75% brick, stone or stucco and each Detached Structure, with the exception of a greenhouse, should be constructed of the same materials as the residence to which it is appurtenant. To the extent that wood is used on the exterior of any residence, it must be of a durable variety.”

Is changed permanently to read:

“8.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 75% brick, stone or stucco and each Detached Structure, with the exception of a greenhouse, or small storage buildings less than 108 square feet that are screened from view of the street, should be constructed of the same materials as the residence to which it is appurtenant. To the extent that wood is used on the exterior of any residence, it must be of a durable variety.”

As reads: “8.2.5 Building Limit Lines. No building structures or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the Front Building Limit Line. Further, no building structure or part thereof shall be erected nearer than fifteen (25) feet to a side Lot line except that cornices, spoutings, chimneys and ornamental projections may extend two (2) feet nearer each side Lot line; such limitations being herein called the "Side Building Limit Lines". Covered or uncovered, but not enclosed, porches, porte cocheres and terraces may be extended beyond any Front Building Limit Line not more than six (6) feet.”

Is changed permanently to read:

“8.2.5 Building Limit Lines. No building structures or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the Front Building Limit Line. Further, no building structure or part thereof shall be erected nearer than twenty-five (25) feet to a side Lot line except that cornices, spoutings, chimneys and ornamental projections may extend two (2) feet nearer each side Lot line; such limitations being herein called the "Side Building Limit Lines". Covered or uncovered, but not enclosed, porches, porte cocheres and terraces may be extended beyond any Front Building Limit Line not more than six (6) feet.”

As reads: “8.2.6 Signs, Billboards, and Detached Structures. No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sole or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

“Detached Structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant or (b) is more than one story in height.”

Is changed permanently to read:

“8.2.6 Signs, Billboards, and Detached Structures. No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sole or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

“Detached Structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for greenhouses and small storage buildings less than 108 square feet, does not correspond in style and architecture to the residence to which it is appurtenant or (b) is more than one story in height.”

As reads: “8.2.9 Construction Period. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer on Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.”

Is changed permanently to read:

“8.2.9 Construction Period. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer on Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No initial construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.”

As reads: “8.2.10 Variances. As to any Lot, the limitations and restrictions of Section 8.2.1 through 8.2.10, inclusive, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.”

Is changed permanently to read:

“8.2.10 Variances. As to any Lot, the limitations and restrictions of Section 8.2.1 through 8.2.9, inclusive, may be waived or modified by the Board acting as the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive. Two-thirds of the Board must vote favorable to approve variations in any of the limitations and restrictions enumerated in 8.2.1 through 8.2.9. If the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.”

Article IX, General Restrictions

As reads: “Section 9.1 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 9.1 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.”

Is changed permanently to read:

“Section 9.1 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes, i.e., no commercial breeding or kennels are allowed Koi or similar fish in a garden pond are permitted. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 9.1 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder. Upon a second adverse finding by the Board against an owner, the Association will file a formal complaint with City authorities for violation of any applicable laws, including, but not limited to the leash law.”

As reads: “Section 9.4 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.”

Is changed permanently to read:

“Section 9.4 (Reserved for Future Use.)”

As reads: “Section 9.5 Storage Tanks. No tank for the storage of oil or other fluids may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.”

Is changed permanently to read:

“Section 9.5 Storage Tanks. No tank for the storage of oil or other fluids may be maintained above, below, or on any of the Lots without the consent in writing of the Board acting as the Architectural Committee.”

As reads: “Section 9.7 Boats and Trailers; Temporary Residences. Boats, trailers, or other vehicles which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the Streets and are not visible from neighboring property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No garage or outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.”

Is changed permanently to read:

“Section 9.7 Boats and Trailers; Temporary Residences. Boats, trailers, or other vehicles which are not normally used as every day transportation may be kept on the premises provided that they are effectively screened from view from the Streets and from neighboring property. If a dispute arises as to whether or not said item is “effectively screened”, the Board of Directors, by two-thirds vote, will be the decision maker on the issue. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No garage or outbuilding on any Lot shall be used as a residence or living quarters.”

As reads: “Section 9.8 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.”

Is changed permanently to read:

“Section 9.8 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Board of Directors.”

As reads: “Section 9.10 Garbage, Trash Containers and Collections. All garbage so disposable shall be disposed of in a kitchen appliance installed for that purpose by each Owner in his residence. All other refuse, including lawn and garden clipping and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.”

Is changed permanently to read:

“Section 9.10 Garbage, Trash Containers and Collections. All garbage will be disposed of in accordance with rules and regulations set forth by the City of Norman. Garbage will be maintained so as not to be visible from neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.”

As reads: “Section 9.11 Culvert Pipes and Driveways. Culvert pipes will not be permitted at entrance driveways except by written permission of the Association. Driveways will have paved valley gutters constructed along the bottom of the road ditches. No driveways will be permitted from the section line roads onto those lots adjacent to the section lines. All driveways to all lots will be from the interior private drives.”

Is changed permanently to read:

“Section 9.11 Culvert Pipes and Driveways. Culvert pipes are permitted at entrance driveways with written permission of the Association. Driveways with paved valley gutters constructed along the bottom of the road ditches are discouraged. No driveways will be permitted from the section line roads onto those lots adjacent to the section lines. All driveways to all lots will be from the interior private drives.”

Article X, General Provisions

As reads: “Section 10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.”

Is changed permanently to read:

“Section 10.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, that no such agreement to change shall be effective unless made and recorded three (3) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.”

As reads: “Section 10.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Is changed permanently to read:

“Section 10.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to

the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Receipted hand-delivered or receipted e-mail notices are also considered properly sent.”

After proper notice of ninety days was given to members by the Board of Directors of the Flaming Oaks Homeowners Association, Inc. pursuant to the terms of Article X of said "COVENANTS AND RESTRICTIONS", a copy being appended hereto as Exhibit "A", the proper number of the present lot owners have signed this document agreeing to permanently change the various Sections identified and marked above.

IN WITNESS WHEREOF, the undersigned present lot owners of Flaming Oaks Estates have subscribed their signatures to this document on the date set forth in the acknowledgements thereof. Each of the undersigned does further agree that counterparts of this document may be signed and if so signed in this manner, then said counterpart may be assembled into one document for recording and have the same force and effect as though all signatories thereof had signed the original document.

THEREFORE, from and after three years this SECOND CHANGE DECLARATION OF COVENANTS AND RESTRICTION FLAMING OAKS ESTATES is filed, the April 19, 1973 version filed in Book 553 Page 259 and amendment of December 27, 1990 filed in Book 2268 Page 906 are permanently revised as indicated.

Flaming Oaks Homeowners Association, Inc., an Oklahoma Corporation

s/Sheila A. Sieber
by President

Return to: FOHA
PO Box 156
Norman, OK 73070

STATE OF OKLAHOMA)
)§
COUNTY OF CLEVELAND)

Acknowledged before me this 14th day of October _____ 2005, by SHEILA A. SIEBER, President of Flaming Oaks Homeowners Association, on behalf of Flaming Oaks Homeowners Association, an Oklahoma Corporation.

s/Gwendolyn G. Gransberg
Gwendolyn G. Gransberg
Notary Public, Commission # 03014092

My Commission Expires: 12/8/2006