CRYSTAL BAY ESTATES HOMEOWNERS ASSOCIATION v. COX

2022 OK CIV APP 38
Case Number: 119287
Decided: 03/25/2022
Mandate Issued: 11/09/2022
DIVISION IV
THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA, DIVISION IV

Cite as: 2022 OK CIV APP 38, __ P.3d __

CRYSTAL BAY ESTATES HOMEOWNERS' ASSOCIATION, INC., Plaintiff/Appellee,
v.
SARAH COX and JAMES COX, Defendants/Appellants.

APPEAL FROM THE DISTRICT COURT OF
OSAGE COUNTY, OKLAHOMA

HONORABLE STUART TATE, TRIAL JUDGE

AFFIRMED

Gina Carrigan-St. Clair, CARRIGAN LAW OFFICE, Tulsa, Oklahoma, for Plaintiff/Appellee

Matthew L. Winton, WINTON LAW, Edmond, Oklahoma, for Defendants/Appellants

DEBORAH B. BARNES, PRESIDING JUDGE:

¶1 Defendants Sarah and James Cox (the Coxes) appeal from a temporary injunction issued by the district court restraining them from continuing construction on their tract of land. Based on our review, we affirm the temporary injunction.

BACKGROUND

¶2 In November 2019, Crystal Bay Estates Homeowners' Association, Inc., (Crystal Bay HOA) filed a Petition for Injunction seeking to enforce certain restrictive covenants relating to real property located in Crystal Bay Estates, a subdivision overlooking Skiatook Lake in Osage County. In particular, Crystal Bay HOA requested that the Coxes "be ordered to immediately cease installation of the materials" being installed to the exterior of their residence "not in conformity with their approved building plans and to remove all said materials already installed." Crystal Bay HOA pointed out in its petition that the covenants provide: "all of the property within Crystal Bay Estates shall be held, sold, and conveyed subject to" the covenants, "which shall run with the land and be binding on all parties having any right, title, or interest in such property, . . . and shall inure to the benefit of each owner thereof."[1] Crystal Bay HOA further pointed out that the covenants contain an article -- Article VII -- entitled "Architectural Control," which provides, in part, as follows:

> No septic system, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, or in the contours of any Lot, be made until a[n] application for approval, to include the plans and specifications, plot plan and elevation with a complete set of construction plans, showing the nature, kind, shape, height, materials, and location of the same, and compliance with the restrictions set forth in Article IV hereof, shall have been submitted in writing to, and a written reply received by the applicant from, an Architectural Committee comprised of three (3) or more representatives appointed by, and subject to the control of, the Board of Directors.

¶3 Crystal Bay HOA asserted the Coxes submitted building plans in March 2019 "which were duly approved" by the Architectural Committee (AC), and subsequently approved by the Board of Directors for Crystal Bay HOA (the Board) on April 1, 2019. However, Crystal Bay HOA asserted the Coxes' plans "explicitly stated that the exterior building materials would include '*Fiberglass SIP construction with board and batten siding* . . . .'" Crystal Bay HOA asserted that in October 2019, "the [Board] became aware that a metal garage was being built on the [Coxes'] property immediately drawing objections from members of the Crystal Bay HOA." Crystal Bay HOA asserted the Coxes' communicated they had

> unilaterally decided to change the material to be used for the external structure from wood to metal siding. On or about October 18, 2019, [James Cox] requested that [Crystal Bay HOA] agree to the metal siding. On October 19, 2019, the [Board] met in conjunction with the [AC] and unanimously voted not to retroactively approve the metal siding as a substitute for the wood and batten siding.

¶4 Crystal Bay HOA asserted that "[o]n October 27, 2019, the [AC] met with [the Coxes] to seek resolution of the issue," but that the Coxes "expressed an intent again not to comply with the building plans approved by the [AC], and continued thereafter to install the metal siding." Crystal Bay HOA asserted, "The sheet metal siding . . . is more consistent with a construction trailer or an industrial building," and "is wholly inconsistent with the architecture, design, and quality of materials reflecting the other homes in the subdivision." As set forth above, Crystal Bay HOA requested that the Coxes "be ordered to immediately cease installation of the materials not in conformity with their approved building plans and to remove all said materials already installed."

¶5 On the same date as the filing of the Petition for Injunction, Crystal Bay HOA filed an application for a temporary restraining order and a temporary injunction in order "to preserve the situation of the parties in status quo until a final determination of the controversy." Crystal Bay HOA asserted the Coxes were proceeding "to erect an industrial type metal building in a well-established subdivision of upper-end lake homes," and had "quickened and hastened the installation of metal siding after [Crystal Bay HOA] repeatedly advised that the siding was not in compliance with [the Coxes'] approved building plans and would not be approved by the [AC] or Board." Crystal Bay HOA asserted, "The Estates and the HOA will suffer irreparable harm without immediate relief as [the Coxes] speedily seek to complete their structure before final judgment can be entered. These injuries cannot be remedied by an award of money damages." Crystal Bay HOA asserted that, "[i]n contrast, [the Coxes] do not face any particular hardship from compliance with the Covenants" as the Coxes "currently live at their primary residence in Tulsa, Oklahoma, having owned the subject property since 2008 for an intended second lake home." Crystal Bay HOA asserted:

> Allowing [the Coxes] to continue to flaunt the Covenants and the authority of the Board to enforce the covenants to which [they] agreed to comply will inflict irreparable harm on the Board and all of the homeowners of the Crystal Bay Estates, thereby undermining the very purpose of the Act itself.[2]

¶6 On the same date as the filing of the application for a temporary restraining order and a temporary injunction, the district court entered a temporary restraining order in favor of Crystal Bay HOA; in addition, the court set the application for a temporary injunction for an evidentiary hearing which was subsequently held over the course of two days on January 13, and March 2, 2020.

¶7 Prior to the hearing, the Coxes filed a Response and Objection to the application for a temporary injunction, and also filed an answer to the Petition for Injunction. Among other things, the Coxes "admit[ted] that for aesthetics, durability, and cost considerations, a metal panel was utilized rather than a SIP," and also asserted the AC "operates under a we-know-it-when-we-see-it aesthetic standard, which is absent from the recorded Covenants."

¶8 At the end of the temporary injunction hearing, the court stated it would grant a temporary injunction. The district court's order granting a temporary injunction, filed December 2, 2020, states, in pertinent part, as follows:

> [I]n order to preserve the status quo, [the Coxes] and their agents are hereby restrained from continuing any construction on [their tract of land in] Crystal Bay Estates, absent approval of any proposed changes through the process set forth under Article VII of the Covenants or otherwise in compliance with [the Coxes'] plan that was previously approved under Article VII.[3]

¶9 The Coxes appeal.[4]

STANDARD OF REVIEW

¶10 "The standard of review for the grant or denial of an injunction is whether there was an abuse of discretion by the trial judge." *Murlin v. Pearman*, 2016 OK 47, ¶ 17, 371 P.3d 1094 (footnote omitted). "Whether to grant injunctive relief is generally within the sound discretion of the trial court and its judgment will not be disturbed on appeal unless the lower court has abused its discretion or its decision is clearly against the weight of the evidence." *Farmacy, LLC v. Kirkpatrick*, 2017 OK 37, ¶ 12, 394 P.3d 1256 (citation omitted). "[I]t must also be stated that injunction is an extraordinary remedy, and relief by this means is not to be lightly granted." *Amoco Prod. Co. v. Lindley*, 1980 OK 6, ¶ 50, 609 P.2d 733. Moreover, "[m]atters involving the granting or denial of injunctive relief are of equitable concern. Accordingly, this Court will consider all evidence on appeal." *Edwards v. Bd. of Cnty. Comm'rs of Canadian Cnty.*, 2015 OK 58, ¶ 11, 378 P.3d 54 (citations omitted).

> Injunction is an extraordinary remedy and relief by this means should not be granted lightly. Equity courts exercise discretionary power in granting or withholding extraordinary remedies, particularly where injunctive relief is sought, and its granting rests in the sound discretion of the court to be exercised in accordance with equitable principles and in light of all circumstances.

Dowell v. Pletcher, 2013 OK 50, ¶ 6, 304 P.3d 457 (citation omitted).

ANALYSIS

¶11 "The purpose of a temporary injunction is to preserve the status quo and prevent the perpetuation of a wrong or the doing of an act whereby the rights of the moving party may be materially invaded, injured, or endangered." *Edwards*, 2015 OK 58, ¶ 10 (citations omitted). Also, "[a] temporary injunction protects a court's ability to render a meaningful decision on [the] merits of the controversy." *Id.* (citations omitted).

> To obtain a temporary injunction, [plaintiffs] must show that four factors weigh in their favor: 1) the likelihood of success on the merits; 2) irreparable harm to the party seeking the relief if the injunction is denied; 3) their threatened injury outweighs the injury the opposing party will suffer under the injunction; and 4) the injunction is in the public interest.

Id. ¶ 12 (citations omitted).

I. Likelihood of Success on the Merits

¶12 Keeping in mind that "[t]he purpose of a court sitting in equity is to promote and achieve justice with some degree of flexibility," *Merritt v. Merritt*, 2003 OK 68, ¶ 13, 73 P.3d 878 (citation omitted),[5] and that "the trial court's exercise of equitable jurisdiction requires an inquiry into the particular circumstances of the case," *Merritt*, ¶ 13, we nevertheless observe that "[t]he first factor -- likelihood of success -- normally will weigh the heaviest in this four-part decisional calculus," *Waldron v. George Weston Bakeries Inc.*, 570 F.3d 5, 9 (1st Cir. 2009) (citation omitted).[6]

¶13 Turning to this first factor, it is apparent that Crystal Bay HOA's likelihood of success on the merits[7] hinges, first, on a question of law regarding the appropriate interpretation of the relevant portions of the covenants. If the conclusion is reached that the AC[8] has some discretion regarding the approval of proposed materials, then Crystal Bay HOA's likelihood of success hinges, second, on a question of fact regarding whether Crystal Bay HOA has shown a likelihood (in particular, at the evidentiary hearing) that the AC properly exercised this discretion under the circumstances.

A. The covenants grant to the AC some discretion regarding materials.

¶14 The covenants provide that it is their purpose "to provide for an orderly development of Crystal Bay Estates," and, as quoted more fully above, they further provide that no structure

> shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein . . . be made until a[n] application for approval, to include the plans and specifications, plot plan and elevation with a complete set of construction plans, showing the nature, kind, shape, height, materials, and location of the same . . . shall have been submitted in writing to, and a written reply received by the applicant from, an Architectural Committee comprised of three (3) or more representatives appointed by, and subject to the control of, the Board of Directors.

¶15 The Coxes point out, correctly, that the covenants specify neither certain types of materials that will be approved by the AC, nor types of prohibited materials. The Coxes further point out that the covenants "contain[] no restriction on the style, design, architectural features, or 'look' of any home within the Addition." Thus, although the Coxes agree the covenants "require[] submission of plans and specifications for proposed construction to [the AC]," they assert the AC and the Board's decision not to approve the metal siding [9] was inappropriately based on either "an unwritten prohibition on metal house materials," or "an unwritten design or architectural standard." The Coxes assert:

> [The covenants are] simply silent when it comes to what materials are prohibited and whether all the houses within the Addition must look alike. Because the [covenants are] silent on these two issues, it is a fundamental principle of covenant law that [Crystal Bay HOA] cannot enforce either 1) a no metal house materials standard, or 2) that the houses within the Addition must look alike or use the same building materials.

¶16 The "fundamental principle" referenced by the Coxes is that restrictive covenants are not favored and, therefore, will be strictly construed. As stated by the Oklahoma Supreme Court, "such covenants are not favored by the law and they will be strictly construed to the end that all ambiguities will be resolved in favor of the unencumbered use of the property." *Jackson v. Williams*, 1985 OK 103, ¶ 16, 714 P.2d 1017 (footnote omitted). Nevertheless, the *Jackson* Court stated that "the intentions of the parties to restrictive covenants ordinarily control the construction of the covenants[.]" *Id. See also Goss v. Mitchell*, 2011 OK CIV APP 74, ¶ 12, 259 P.3d 886 ("[A] restrictive covenant is to be interpreted to effect the intent of the parties." (citing *O'Neil v. Vose*, 1944 OK 26, 145 P.2d 411)). The *O'Neil* Court explained as follows:

> Covenants restraining the use of real property, although not favored, will nevertheless be enforced by the courts, where the intention of the parties is clear in their creation, and the restrictions or limitations are confined within reasonable bounds. In construing such covenants, effect is to be given to the intention of the parties as shown by the language of the instrument, considered in connection with the circumstances surrounding the transaction and the object had in view by the parties.

1944 OK 26, ¶ 0 (Syllabus by the Court).

¶17 Moreover, in *K & K Food Services, Inc. v. S & H, Inc.*, 2000 OK 31, 3 P.3d 705, in which one party, "relying on [*Jackson*], insist[ed] that restrictive covenants are not favored by the law and will be strictly construed to the end that all ambiguities will be resolved in the favor of the unencumbered use of the property," the Oklahoma Supreme Court clarified that "[i]n *Jackson* we recognized that, generally, covenants are not favored by the law and they are strictly construed so that ambiguities are resolved in favor of the unencumbered use of the property. *However, we also recognized that ordinarily the intent of the parties controls*." 2000 OK 31, ¶ 11 n.11 (emphasis added). Furthermore, the Supreme Court explicitly rejected a "construction of *Jackson* [that] would require that a court never resolve an ambiguity by considering parol and extrinsic evidence and other circumstances even when the intent of the parties is uncertain." The Court stated: "*Jackson* does not stand for such a broad exposition of the law[.]" *K & K Food Servs., Inc.*, 2000 OK 31, ¶ 11 n.11. [10]

¶18 Turning to the intent of the parties, the Oklahoma Supreme Court has explained that,

> [i]n arriving at the parties' intent, the terms of the instrument are to be given their plain and ordinary meaning. Where the language of a contract is clear and unambiguous on its face, that which stands expressed within its four corners must be given effect. A contract should receive a construction that makes it reasonable, lawful, definite and capable of being carried into effect if it can be done without violating the intent of the parties.

May v. Mid-Century Ins. Co., 2006 OK 100, ¶ 22, 151 P.3d 132 (footnotes omitted). *See also* 15 O.S. 2011 § 159 ("A contract must receive such an interpretation as will make it lawful, operative, definite, reasonable and capable of being carried into effect, if it can be done without violating the intention of the parties.").

¶19 Here, the covenants require the submission of an "application for approval" prior to the commencement of construction, and the covenants require that the application contain, among other things, "a complete set of construction plans, showing the nature, kind, shape, height, materials, and location of the same[.]" The AC is then required to respond in "a written reply" to "the applicant," and "[a] copy of the application pending a review by [the AC] shall be promptly submitted to the [Board] for review." Final approval of the decision of the AC is to be made by the Board, and, "[i]f not disapproved or modified by the [Board] within ten (10) days thereafter, the decision of the [AC] shall be conclusively deemed approved by the Board." [11]

¶20 Under the Coxes' reading of the covenants, the language requiring submission of proposed materials to the AC would be rendered inoperative because the decision of the AC, and the "review" by the Board, would become useless formalities.[12] However, "[a] contract is to be construed as a whole, giving effect to each of its parts, and not construed so as to make a provision meaningless, superfluous or of no effect." *McGinnity v. Kirk*, 2015 OK 73, ¶ 37, 362 P.3d 186 (footnotes omitted). Nevertheless, the Coxes assert, in effect, that although they were required to submit their proposed materials to the AC, the AC and the Board were required to approve those materials regardless of the type of materials set forth in the application; otherwise, they argue, the AC has "unfettered discretion" under a "subjective," "aesthetic," or "we-know-it-when-we-see-it" standard.

¶21 Thus, the choice presented by the Coxes is that between the AC and the Board having either (1) "unfettered discretion" to deny any application based purely on the personal or aesthetic judgments of the individual members of the AC, or (2) no discretion. In our view, however, there can be no doubt that the AC has at least some discretion in this regard.[13] Moreover, we see no reason why that discretion, consistent with the covenants, cannot be "confined within reasonable bounds," *O'Neil*, 1944 OK 26, ¶ 0 (Syllabus by the Court), such that the AC has discretion that is not only far from unfettered, but that is, instead, bounded by reasonableness and good faith, and anchored in the objective features of the homes in existence in Crystal Bay Estates.[14] *See also* 115 A.L.R.5th 251 (Originally published in 2004) ("[C]ourts generally recognize the validity of covenants requiring the consent to or approval of construction on lots in a subdivision development," but "these covenants will be enforced by the majority of courts only when the exercise of the authority to consent or approve, in a particular case, is found to have been exercised reasonably and in good faith.").[15]

¶22 After all, the covenants require that the approval process for proposed construction plans, including, inter alia, materials, be performed consistent with the orderly development of Crystal Bay Estates, not with the purely subjective preferences of the AC and Board members. Moreover, our interpretation has the benefit of rendering the provision in question operative rather than "meaningless, superfluous or of no effect." *McGinnity*, 2015 OK 73, ¶ 37. Relatedly, this interpretation avoids the absurdity of the "approval" process described under the "Architectural Control" portion of the covenants, which includes a review process by the Board of the AC's decision, degenerating into a mere formality -- the language in question need not result in such an absurdity. *See* 15 O.S. 2011 § 154 ("The language of a contract is to govern its interpretation, if the language . . . does not involve an absurdity.").

¶23 The intention set forth in the covenants is clear regarding the necessity of an "orderly development" of Crystal Bay Estates and, integral to that development, the submission of an application for approval to the AC before the commencement of construction, containing, among other things, proposed materials. These restrictions can be readily confined within reasonable bounds. Accordingly, and consistent with the rules applicable to contract construction, we conclude the AC has discretion regarding materials: a discretion that must be exercised reasonably and in good faith based on what exists in the community.[16]

B. Crystal Bay HOA has demonstrated a likelihood that the AC properly exercised its discretion under the circumstances.

¶24 Turning to the question of whether Crystal Bay HOA has shown a likelihood that the AC properly exercised the above-described discretion in deciding not to approve the metal siding,[17] Richard Patrick, the president of Crystal Bay HOA, testified at the evidentiary hearing that Crystal Bay Estates currently consists of "between 21 and 23 [houses,] depending on how you want to count they're (sic) under construction or not." In this regard, Crystal Bay HOA presented photographs of a sample of seventeen of those homes, viewed from the street. The president of Crystal Bay HOA testified these photographs "represent the types of houses" and "the flavor of what people see when they are driving through or visiting the neighborhood." The exteriors of the homes pictured in the photographs consist primarily of brick and stone. The president of Crystal Bay HOA testified that although the houses in Crystal Bay Estates "are not cookie cutters," the houses nevertheless can be categorized as "[t]he traditional American house, [with] a material that may vary from stone to brick . . . but wood is also common and wood substitutes."

¶25 When questioned whether the Coxes' "metal building is . . . consistent with the flavor and quality of the houses depicted . . . or otherwise in the estates," the president responded, "It is not." He stated the Coxes' home "looks like an industrial building." When questioned whether he can tell, when looking from the street, whether the Coxes' home is "a metal building," the president stated, "Very much so." The president described the metal siding on the Coxes' home as creating "this bright reflective building with reflective surfaces on all sides[.]" He stated this "does not meet our view of community standards and

what exists in the community, nor the traditional American home." When questioned, "So when you say community standards, . . . do you mean consistent with the other houses in the community," the president responded, "Consistent to a point," and "not deviating quantum leap[.]" The president of Crystal Bay HOA testified that an orderly development of Crystal Bay Estates is important because of "[h]ome values. Property values [are] very important. Property's an investment and so that is a major consideration but also the environment that is steady[,] orderly. What we have today we can expect close resemblance to that in 5 or 10 years or longer."

¶26 On cross-examination, the president was questioned regarding a certain "log home in Crystal Bay Estates out of the 21 to 23 existing homes." The president acknowledged, "There is a home that has a log appearance." [18] The president also stated during cross-examination that "[t]he [AC] approves, is asked to approve the exterior materials of the home." When questioned whether the AC sometimes does not approve of proposed interior materials, the president stated that "the valuation of homes is not based on interiors," and "[w]e do not ask for what interior materials are going to be used. We ask for exterior materials." When questioned why that distinction was made, the president stated: "Because of curb appeal, fair market value, [the] assessor . . . does not look inside the house, he looks at the outside." The president stated the focus was "[o]n what is going to be a value, hold its value and be consistent with the neighborhood."

¶27 Dennis Rutherford, who described himself as the "head of the [AC]," also testified at the hearing. He stated that the metal siding that had thus far been installed is "a cheap looking trailer house type material[.]" He stated the Coxes' house "looks like an industrial pole barn," and "looks like a sore thumb to me." When questioned, "why wouldn't you approve a metal siding," he stated that it "looks terrible. It looks like an industrial pole barn . . . . That's the first thing everybody in the neighborhood started calling us and hollering at us what is going on down there, it looks like a industry type pole barn. Everybody was upset." He testified that he told the Coxes: "we don't approve, we have been asked that before, we turn people down for shipping containers and metal buildings."

¶28 When questioned what "standards do you use" to make a decision, he stated: "common sense" and the desire for "everybody's house to look equal." He stated, "we like for [the houses] to be the same price range, . . . and we'd rather them have the brick and rock and things like that but wood is a good insulator." He stated, "There's no other metal house in our association or any association around the lake."

¶29 The following exchange occurred between Mr. Rutherford and counsel for the Coxes:

> Q In the covenants is there any restriction . . . [of metal siding?]
>
> A It's our approval that restricts it.
>
> . . . .
>
> Q And that's the crux, isn't it? It's not that metal siding is prohibited or that it's a restricted materials for Crystal Bay, it's simply that you all didn't approve it, right?
>
> A It's because it's not the kind of thing that we want. It don't meet our requirements in our area. It . . . looks completely different from any house out there. . . .

¶30 Mr. Rutherford also testified that in his opinion metal presents problems "because bird strikes, hail, wind, all those things like that will tear a metal apart where board or batten or any type of brick or rock or siding made out of wood will stand up a whole lot better than metal will."

¶31 Steven Shaw, a member of the AC, also testified at the hearing. He testified he would not have purchased his property in Crystal Bay Estates if there had not been a homeowners association, and he stated he had "been in other neighborhoods where people could just do whatever they want and it looked like a junk yard. So when we paid that much for a house, we want to make sure our property and our views would be protected." He responded in the affirmative when questioned whether "the orderly development is of a value to you to preserve the value of your house[.]"

¶32 Mr. Shaw described the "style" of the lake homes in the area as "brick, rock, stucco, or a combination of those building materials." He stated he favors those materials "[b]ecause we have community standards," and those standards "maintain the looks and value of the properties." He stated, "You got to have some method of to regulate what's being built or we wind up with undesirable homes." He stated, "we look at the community, what most houses look like and determine if it matches the home that is wanting to be built." He stated: "I look at what [the applicant is] going to build it out of and compare it to other homes."

¶33 Mr. Shaw stated the Coxes' house does not meet the community standards because "[t]here's no wood, batten, rock, stone, it's just pure sheet metal," and "[i]t does not look like any other house." He described the Coxes' house as follows: "I call it a barn, a pole barn where you store equipment."

¶34 Mr. Cox also testified at the hearing. He acknowledged that "you could say our house is a barn," but stated it is "also a house on the interior." He stated that "on the outside, we wanted to do something that we -- inexpensive, structurally sound, and hold value so we chose to go with metal." He stated that his "home would be classified as a modern farm house." He stated that "styles change and this is the new style." He stated:

> It's a timeless, timeless house. It's not going to look dated. It's not going to, you know, all the homes in the neighborhood you can tell when they were built, 80s, 90s. This home was going to stand the test of time. Now, I will say that right now there are modern farm houses being built all over the nation. And in 10 or 15 years it may show that those homes are dated because that's when everybody built them. However with the metal siding that we have, we are going to be distinct and custom and because of that this house will remain timeless.

¶35 The following exchange occurred on cross-examination between counsel for Crystal Bay HOA and Mr. Cox:

> Q So it's not consistent with the older style and designs in the existing Crystal Bay Estates; is that correct?
> A You could say that.
> Q Do you think it's important at all to have any kind of orderly development of the style and design of the houses?
> A I actually disagree with that.

¶36 Mr. Cox also testified that in his opinion "[t]here's really not any particular community standard" given the variety of styles in Crystal Bay Estates, which he described as follows: "There's I guess what you call a Florida house, stucco, there's a log home. There's brick homes. There's stone homes. There's wood siding homes."

¶37 Despite evidence of the existence of a certain amount of variety in the exterior features of the homes in Crystal Bay Estates, the testimony and evidence presented at the hearing establishes a likelihood that the AC made its decision reasonably and in good faith based on what exists in the community.[19] Therefore, the first factor of likelihood of success on the merits weighs heavily in Crystal Bay HOA's favor for purposes of a temporary injunction, and the district court did not abuse its discretion in this regard.

II. Irreparable Harm

¶38 The second factor is whether Crystal Bay HOA will suffer irreparable harm if the temporary injunction is denied. As recently explained by the Oklahoma Supreme Court:

> An injury is irreparable when it is incapable of being fully compensated for in damages or where the measure of damages is so speculative that it would be difficult if not impossible to correctly arrive at the amount of the damages. It has been long settled that an injunction should not be granted or allowed where there is a full and adequate remedy at law. A temporary injunction should not be granted where the alleged contemplated[20] injury is such as can be fully compensated in money damages.

Revolution Res., LLC v. Annecy, LLC, 2020 OK 97, ¶ 12, 477 P.3d 1133 (citations omitted). *See also* Black's Law Dictionary (11th ed. 2019) (Defining "irreparable injury" as "[a]n injury that cannot be adequately measured or compensated by money and is therefore often considered remediable by injunction.").

¶39 Counsel for the Coxes asserted that no evidence was presented that the completion of the metal siding during the pendency would, for example, "completely crater the real estate market" in Crystal Bay Estates. However, this particular factor might best be described as qualitative rather than quantitative: that is, we must determine whether the injury is incapable of being fully compensated for in money damages -- i.e., whether it would be difficult if not impossible to correctly arrive at the amount of the damages -- not whether the injury will, e.g., reduce property values by a certain percentage. *Revolution Res., LLC*, 2020 OK 97, ¶ 12.[21]

¶40 In this regard, "[l]and is unique." *Ludwig v. William K. Warren Found.*, 1990 OK 96, ¶ 12, 809 P.2d 660.[22] Thus, for example, "[e]quity decrees specific performance of a contract to sell land because land is *sui generis*, or unique, and damages as an alternative remedy for failure to perform are not adequate relief." *Ludwig*, ¶ 12 (citation omitted). Indeed, we agree with Crystal Bay HOA that it is not feasible to measure the effect, or "relative effect,"[23] on future property values in Crystal Bay Estates (i.e., during the pendency of this action) caused by the completion of what some testimony indicates is an industrial-type structure and an "eyesore."[24] Such a harm would be difficult if not impossible to reduce to a specific amount of damages.

¶41 It might be argued, however, that the *completion* of the installation of the metal siding during the pendency, when compared, that is, with a home with incomplete siding,[25] may be neutral or even beneficial to Crystal Bay Estates; however, as suggested by Crystal Bay HOA, the completion of the metal siding could well signal that certain covenants are no longer enforceable, and that, relatedly, the metal siding is a permanent fixture of Crystal Bay Estates. In this regard, the temporary injunction prevents harm to Crystal Bay HOA's authority under the covenants, *Edwards*, 2015 OK 58, ¶ 10 (temporary injunction "prevent[s] the perpetuation of a wrong" or "the doing of an act whereby the rights of the moving party may be materially invaded, injured, or endangered"), and also protects the court's ability to render a meaningful decision on the merits of the controversy, *id.*

¶42 For these reasons, we conclude the district court did not abuse its discretion in determining Crystal Bay HOA successfully demonstrated irreparable harm.

III. Balancing of Injuries

¶43 The third factor is whether the harm to Crystal Bay HOA, discussed above, outweighs the injury the Coxes will suffer under the temporary injunction. According to Mr. Cox's testimony at the hearing, the Coxes' home in Crystal Bay Estates is their "primary residence," and he testified in the negative when questioned whether the home is "for you to enjoy as a second lake home[.]" Even if true, however, Mr. Cox testified at the hearing that, despite the fact that his home in Crystal Bay Estates is "dried in" and, thus, protected from the elements, work continues on the interior of the home and, apparently for this reason and not the absence of completed metal siding, he is currently living in a rental house. Because the house is dried in and construction continues, at least at the time of the hearing, on the interior of the home, any threatened injury the Coxes will suffer under the temporary injunction appears to be minimal, if not nonexistent.[26]

¶44 We conclude the district court did not abuse its discretion in determining the threatened injury to Crystal Bay HOA outweighs any injury the Coxes will suffer under the temporary injunction.

IV. Public Interest

¶45 The fourth factor is whether the temporary injunction is in the public interest. As stated above, "Covenants restraining the use of real property, although not favored, will nevertheless be enforced by the courts, where the intention of the parties is clear in their creation, and the restrictions or limitations are confined within reasonable bounds." *O'Neil*, 1944 OK 26, ¶ 0 (Syllabus by the Court). As discussed above, the intention set forth in the covenants is clear regarding the necessity of an "orderly development" of Crystal Bay Estates and, integral to that development, the submission of an application for approval to the AC before the commencement of construction, containing, among other things, proposed materials; these restrictions can be readily confined within reasonable bounds. Accordingly, it is in the public interest and, indeed, it is our duty to enforce the pertinent covenants, *O'Neil*, ¶ 0, rather than render them meaningless, superfluous or of no effect, *McGinnity*, ¶ 37.

CONCLUSION

¶46 We conclude the district court has not abused its discretion in determining Crystal Bay HOA has shown that the four factors applicable to obtaining a temporary injunction weigh in its favor. Consequently, we affirm the district court's December 2020 order granting a temporary injunction.

¶47 **AFFIRMED**.

FISCHER, C.J., and HIXON, J., concur.

FOOTNOTES

DEBORAH B. BARNES, PRESIDING JUDGE:

[1] In addition, the covenants provide:

> [Crystal Bay HOA], or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Dedication and Declaration. Failure by [Crystal Bay HOA] or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

See also 60 O.S. 2011 § 854 ("Membership of said owners association shall consist of recorded owners of separately owned lots in the real estate development. Membership is transferred upon legal transfer of title to the separately owned lots. The owners association may also enforce the covenant and restrictions of the real estate development when specified by the covenants and restrictions.").

[2] Crystal Bay HOA's apparent reference is to 60 O.S. 2011 § 854.

[3] The order further states the injunction is ordered "upon the filing of a bond . . . by [Crystal Bay HOA] with the Court Clerk in the amount of $175,000 in cash or fully paid premium bond per 12 O.S. § 1392 within 30 days, said bond subject to review in 12 months or sooner by application . . . ."

[4] The scope of this appeal is limited to the propriety of the grant of the temporary injunction. *See* Dec. 30, 2020 Order of Okla. Sup. Ct. ("This appeal shall proceed as an appeal from an interlocutory order appealable by right . . ."), and March 29, 2021 Order of Okla. Sup. Ct. (Denying Crystal Bay HOA's motion to dismiss appeal for lack of jurisdiction, or in the alternative as moot, and stating: "An order granting a temporary injunction is an interlocutory order appealable by right. Accordingly, this appeal shall proceed." (citations omitted)).

[5] Accord Okla. Dep't of Sec. ex rel. Faught v. Blair, 2010 OK 16, ¶ 37, 231 P.3d 645 ("[t]he flexible rules of equity" (quoting Grohoma Growers Ass'n v. Tomlinson, 1938 OK 32, 76 P.2d 404)); Friendship Materials, Inc. v. Michigan Brick, Inc., 679 F.2d 100, 105 (6th Cir. 1982) ("the flexibility which traditionally has characterized the law of equity").

[6] *See also Dowell*, 2013 OK 50, ¶ 10 (Stating with approval that "[t]he trial judge referred to the likelihood of success on the merits as his most important consideration."); *Garcia v. Google, Inc.*, 786 F.3d 733, 740 (9th Cir. 2015) ("The first factor . . . is the most important -- likely success on the merits."); *Allen v. Prime Computer, Inc.*, 540 A.2d 417, 421 (Del. 1988) ("[A] strong showing of success on the merits may compensate" for a weaker showing of other factors. (citation omitted)); 42 Am. Jur. 2d Injunctions § 18 ("Likelihood or probability of success on the merits has been called the most important matter to be considered by a court in deciding whether to issue a preliminary injunction[.]" (footnotes omitted)); 43A C.J.S. Injunctions § 55 ("On a motion for a preliminary injunction, the equitable balancing of the balance of harms proceeds on a sliding-scale analysis; the greater the likelihood of success on the merits, the less heavily the balance of harms must tip in the moving party's favor."). However, a separate Division of this Court stated in *Tulsa Order of Police Lodge No. 93 ex rel. Tedrick v. City of Tulsa*, 2001 OK CIV APP 153, 39 P.3d 152, that "courts tend to focus most heavily upon the 'irreparable harm' requirement." *Id.* ¶ 25. We do not disagree to the extent that, generally, both factors are essential. *But see* note 22, *infra*. Indeed, both "the strength of the plaintiff's case" and "[t]he existence of irreparable injury . . . [have] influenced decisions" regarding preliminary injunctions since the 18th century. John Leubsdorf, *The Standard for Preliminary Injunctions*, 91 Harv. L. Rev. 525, 527 (1978) (footnotes omitted). We turn to the irreparable harm factor further below.

[7] "The standard for granting a preliminary injunction is essentially the same as for a permanent injunction, except that one seeking a preliminary injunction must show a likelihood of success on the merits, while one seeking a permanent injunction must prove actual success on the merits." 42 Am. Jur. 2d Injunctions § 18 (footnote omitted). One consequence is that, although one seeking a temporary injunction need only show the reasonable probability of success on the merits, "the burdens at the preliminary injunction stage track the burdens at trial." *Harmon v. City of Norman, Okla.*, 981 F.3d 1141, 1147 (10th Cir. 2020) (quoting *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418, 429 (2006)).

[8] As set forth further below, the covenants provide that the decision of the AC is subject to final approval by the Board. For the sake of convenience, we will sometimes refer to the discretion of the AC without also indicating that its decision is subject to the Board's approval.

[9] Portions of the record indicate a possible dispute as to whether there was a formal request to use, and an official decision not to approve, the metal siding. For example, the president of Crystal Bay HOA testified: "We have not seen an application or reapplication for metal siding." If true, then Crystal Bay HOA would merely need to show that the metal siding was inconsistent with the application to use "Fiberglass SIP construction with board and batten siding," which the president of Crystal Bay HOA described, for example, as "wood and batten . . . [with] structurally insulated panels[.]" Indeed, although some testimony was elicited that the metal siding bears a certain resemblance to board and batten siding, ample evidence was presented not only contradicting this testimony but also supporting the conclusion that the metal siding is inconsistent with the original application. However, the testimony of the president of Crystal Bay HOA regarding the lack of a formal request or determination regarding metal siding is inconsistent not only with other evidence, but also with the position of Crystal Bay HOA at the evidentiary hearing. Counsel for Crystal Bay HOA stated, for example, that "[u]pon inquiry the [AC] held a meeting" and "thereafter on October 19th [of 2019] the board of directors met in conjunction with the [AC] and unanimously voted not to approve the metal siding." In addition, counsel for Crystal Bay HOA stated Crystal Bay HOA has "admitted the sequence of events," including "the disapproval of the subsequent requests on the metal [siding]." Therefore, instead of merely determining whether the metal siding is inconsistent with the original application, we must address whether the AC has some discretion regarding materials and, if so, whether it properly exercised that discretion in voting not to approve the metal siding.

[10] For this reason, among others, we disagree with the Coxes' assertion that the "controlling case in this matter is *Pirtle v. Wade*, 1979 OK CIV APP 4, 593 P.2d 1098." The *Pirtle* Court proceeded in its analysis under "the injunction to resolve all doubts in favor of the unencumbered use of real property." *Id.* ¶ 6. Such an exposition of the law is, as set forth above, inconsistent with Oklahoma law. In fact, this statement in *Pirtle* is inconsistent with the rule set forth earlier in the same opinion that, "[w]hen differences arise, the intention of the party encumbering the property as expressed in the conveyance must be looked to and consideration given to the entire context of the instrument rather than to a single phrase or clause." *Id.* ¶ 3 (quoting *Pub. Serv. Co. of Okla. v. Home Builders Ass'n of Realtors, Inc.*, 1976 OK 120, 554 P.2d 1181). Moreover, in *Pirtle*, in which the appellant sought to erect a radio antenna on his home lot, the Court stated:

> Nowhere does the "Deed of Dedication" specifically exclude exterior antennas, television or radio. The [appellees] argue, and the evidence showed, that the development was intended to be residential with all that implies. From this they conclude that a large, exterior radio antenna *is impliedly excluded*. While some uses of real property may be *impliedly excluded by a restrictive covenant*, the cited case indicates great care. Too great a willingness by a court to imply restrictions on the use of real property may diminish property rights beyond that intended by the grantor.

Pirtle, ¶ 4 (emphasis added). The issue in the present case, however, is not whether metal siding is "impliedly excluded" under the covenants. Rather, the relevant issues are (1) whether the AC has some discretion, however limited, under the covenants regarding proposed materials in a property owner's application for approval, and, if so, (2) whether the AC properly exercised that discretion under the circumstances. The *Pirtle* Court's exposition of the law and the issue presented demonstrates the inapplicability of its reasoning to the present case.

[11] The covenants further specify that in the event no decision is made within thirty days by "the [AC] and the [Board]," the "plans and specifications" are deemed approved: "In the event that the [AC] and the [Board] fail to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, such plans and specifications shall be deemed approved and the requirements of this Article fully satisfied."

[12] Indeed, it appears all of the requirements would be rendered inoperative except for the requirements set forth in the covenants requiring no discretion, such as the minimum square footage and maximum height parameters.

[13] Otherwise, the AC would be required to approve applications regardless of the materials submitted, however outlandish or incongruous. Thus, the Coxes' all-or-nothing argument regarding the AC's discretion -- an argument from which they appear to retreat elsewhere in their appellate brief, *see* note 15, *infra* -- succumbs to a *reductio ad absurdum* as there can be no serious doubt that, as part of the approval process detailed in the covenants, the AC has at least the power to disapprove of an application proposing the use of materials that are entirely incongruous with the existing homes in Crystal Bay Estates and patently at odds with the subdivision's orderly development. *See* Black's Law Dictionary (11th ed. 2019) ("reductio ad absurdum": "In logic, disproof of an argument by showing that it leads to a ridiculous conclusion."); The American Heritage Dictionary of the English Language 1465 (4th ed., Houghton Mifflin Company 2000) ("reductio ad absurdum": "Disproof of a proposition by showing that it leads to absurd or untenable conclusions."). We return to this issue, further below, when we consider the absurdity of the approval process lapsing into a mere formality.

This is not to say that any particular material is "impliedly excluded" under the covenants prior to the exercise of the AC's discretion. *See* note 10, *supra*. Rather, the AC has some discretion, however limited, in this regard. This discussion also illuminates the impracticality of listing any and all prohibited materials, which well answers the Coxes' assertions, set forth above, that the covenants must provide a list of all prohibited materials and, if chosen materials are not listed, the AC has no authority and must, in effect, automatically approve of the materials.

[14] At the hearing, counsel for the Coxes criticized the standards described by one AC member as "coming out of his brain, not out of the real property covenants." However, the testimony of the president of Crystal Bay HOA and of the two AC members who testified at the hearing, which we set forth at length in the following section, was that their decision was based on "what exists in the community."

[15] In fact, elsewhere in the Coxes' appellate brief, they appear to endorse such a reading. The Coxes state with approval, and in support of their argument (with which we agree) that the AC should not have unfettered discretion, that "[s]ister states, on facts similar to the present case, require the exercise of architectural committee control *to be reasonable*," citing numerous cases. Br.-in-chief at 25-26 (emphasis added). The Coxes similarly state that "even if the Covenants require an approval process for construction plans and specifications" -- and the Coxes do not appear to argue against the existence of such a requirement in the covenants, even if a mere formality -- "that approval must be *exercised reasonably and equitably*." *Id.* at 19 (emphasis added).

[16] As noted above, *see* note 12, *supra*, certain requirements in the covenants admit of no discretion. Similarly, in *Riss v. Angel*, 934 P.2d 669 (Wash. 1997) (en banc), the Supreme Court of Washington was confronted with "covenants which have both objective specific covenants and a general consent to construction covenant." *Id.* at 677. That Court stated it "agree[s] with the majority of courts" that although the "objective specific" covenant language setting forth, for example, the maximum or minimum "size, setback, and height requirements" must be satisfied and admits of no discretion, the remaining aspects may properly fall within an association's decision-making power where the "covenants provid[e] for consent before construction" -- such covenants "will be upheld so long as the authority to consent is exercised reasonably and in good faith." *Id.* at 677-78. *See also id.* at 677 (Unlike "consent before construction" covenants, "[s]pecific, objective restrictive covenants involve primarily a nondiscretionary, ministerial procedure." (citation omitted)). Thus, we, of course, do not conclude the AC had the above-described discretion with regard to any "objective specific" covenants.

[17] This question can be viewed as consisting of two sub-issues: whether evidence was presented that the AC made its decision based on the objective features of the homes in the neighborhood (rather than on purely subjective criteria), and whether the objective features of those homes in the neighborhood support the AC's decision. We address both of these sub-issues.

[18] He further stated, "That house was, to my knowledge, one of the very, very first, it was prior to 2003."

[19] *See also Riss*, 934 P.2d at 678 ("In examining whether rejection of a proposal is reasonable, courts have identified a number of factors which demonstrate unreasonable decisionmaking," such as, "no evidence in the record as to external design of any other structures in the subdivision"; "failure to take neighbors' views into consideration"; and no evidence of any detriment to the neighborhood or home values.).

[20] There may be some inconsistency between this language and certain language quoted further above regarding the irreparable harm factor at the temporary injunction stage. As quoted above, to obtain a temporary injunction in Oklahoma, "a plaintiff must show . . . irreparable harm to the party seeking the relief *if the injunction* [i.e., the temporary injunction] is denied[.]" *Edwards*, 2015 OK 58, ¶ 12. The Court in *Revolution Resources, LLC v. Annecy, LLC*, 2020 OK 97, 477 P.3d 1133, in stating that "[a] temporary injunction should not be granted where the *alleged contemplated* injury is such as can be fully compensated in money damages," *id.* ¶ 12 (emphasis added), is perhaps stating something different: that the *future harm* is the focus of the irreparable harm analysis even at the temporary injunction stage, rather than any harm caused by the absence of a temporary injunction, especially one that would merely preserve the status quo. *Cf.* Stevan D. Porter, Jr., *Post-Ebay Economic Standards for Assessing Irreparable Harm*, 94 J. Pat. & Trademark Off. Soc'y 250, 251 n.3 (2012) ("It has been noted that the four-factor test given in *eBay* [*Inc. v. MercExchange, L.L.C.*, 547 U.S. 388 (2006)] should probably have said that plaintiffs must offer proof of the *likelihood* of irreparable harm before injunctive relief is granted, rather than proof that the plaintiff already suffered irreparable harm, as injunctions are aimed at preventing future harms[.]" (internal quotation marks omitted) (citation omitted) (emphasis in original)). *See also* Dictionary.com, dictionary.com/browse/contemplated (last visited 3/24/22) ("contemplate": "4. to have in view as a future event"). Here, because much of the metal siding has apparently already been installed, *see* note 25, *infra*, the primary harm, from the perspective of Crystal Bay HOA, is that which would occur if they are unable to successfully request the *removal* of the metal siding at the permanent injunction stage of this proceeding. Nevertheless, the answer to this apparent conundrum is that, in Oklahoma, various harms and concerns may be taken into account at this stage, for, as quoted above, "[t]he purpose of a temporary injunction is to preserve the status quo *and* prevent the perpetuation of a wrong *or* the doing of an act whereby the rights of the moving party may be materially invaded, injured, or endangered," and, also, "[a] temporary injunction protects a court's ability to render a meaningful decision on [the] merits of the controversy." *Edwards*, 2015 OK 58, ¶ 10 (emphasis added) (citations omitted). Of course, as quoted above, "[t]he purpose of a court sitting in equity is to promote and achieve justice with some degree of flexibility," responsive to "the particular circumstances of the case." *Merritt*, ¶ 13.

[21] Moreover, the third factor, not the second factor, involves a weighing of harms.

[22] In fact, at least in some jurisdictions, "a party seeking a temporary injunction to enforce a restrictive covenant need only prove an intent to do an act that would breach the covenant," and, at least in this limited context, a separate irreparable harm analysis is deemed unnecessary. *Guajardo v. Neece*, 758 S.W.2d 696, 698 (Tex. App. 1988). That court stated:

> As the purpose of the temporary injunction is to maintain the status quo until the applicability of the restrictive covenant is finally determined, "[t]he mere fact that a breach . . . is *intended* constitutes sufficient ground for issuance[.]"
>
> In exception to the general rule, proof that actual damage will be sustained or irreparable injury suffered need not be offered. It is sufficient to show a distinct or substantive breach will result.

Id. (citation omitted). That is, a line of cases holds

that a covenant restricting the use of land may be enforced by injunction where a distinct or substantial breach is shown, without regard to the amount of damages caused by the breach, and that in such cases it is not necessary to show the existence of any particular amount of damages or to show that the injury will be irreparable. *See* 43 C.J.S. Injunctions § 87, p. 585; *Evangelical Lutheran Church of Ascension of Snyder v. Sahlem*, 254 N.Y. 161, 172 N.E. 455; *Johnson v. Mt. Baker Park Presbyterian Church*, 113 Wash. 458, 194 P. 536.

Protestant Episcopal Church Council of Diocese of Tex. v. McKinney, 339 S.W.2d 400, 403-04 (Tex. Civ. App. 1960), *writ refused* (Feb. 8, 1961). The *McKinney* Court stated that, so long as "there is a distinct and substantial breach of the restrictive covenant," the case "comes within the exception to the general rule." *Id.* at 404. Counsel for the Coxes appears to have referenced this possibility at the hearing when he stated: "Do we have a plain and unambiguous covenant that says under no circumstances can an owner in Crystal Bay Estates use metal for . . . house cladding. Not here." Counsel for Crystal Bay HOA then stated: "[Counsel for the Coxes] specifically stated one of the . . . grounds for irreparable harm according to his case law was that the plans had unambiguous covenants restricting particular behavior. That is exactly what we have here today." Although we recognize the possible convenience of such an exception in this context to the court as well as to the parties, we need not rely on such an exception here because, as set forth below, we conclude irreparable harm has been shown.

[23] At the hearing, counsel for Crystal Bay HOA described "the relative effect of the interest on other parties."

[24] Neither is it feasible to predict whether one or more homeowners in Crystal Bay Estates will decide to place their home on the market, or find it necessary to do so, during the pendency of this case.

[25] One peculiar issue in this case is whether the installation of the metal siding has already been completed. The Coxes state in their appellate brief that "[t]he metal siding veneer was completed before [Crystal Bay HOA] served Cox with its lawsuit and ex parte temporary restraining order." Br.-in-chief at 3. However, the Coxes cite solely to the transcript of the evidentiary hearing in support of this statement. At the hearing, Mr. Cox stated he had stopped installing the metal siding consistent with the restraining order (although he stated he continued work on the interior). At no point did Mr. Cox state he had completed installation of the metal siding. He did testify the house was "dried in" -- meaning, apparently, that the interior was protected from wind, rain, etc. -- but, again, he did not testify the metal siding was completed (nor would the Coxes' zealous defense against the status quo temporary injunction appear to make sense otherwise). Other witnesses testified the Coxes continued to install portions of the metal siding longer than they should have, and the president of Crystal Bay HOA even testified the metal siding "was pretty much completed probably[.]" However, there is no clear statement in the record that the metal siding installation has been completed, and the implication of the testimony is that at least some of the installation remains incomplete.

[26] Perhaps for this reason, counsel for the Coxes questioned Mr. Cox at the hearing regarding "what harm would [occur] to you and your family if you had to remove the metal cladding that's been installed[.]" However, at this stage of the proceeding, removal of the metal siding is not at issue.

Cite Name Level

Oklahoma Supreme Court Cases

Cite	Name	Level
1990 OK 96, 809 P.2d 660, 61 OBJ 2522,	Ludwig v. William K. Warren Foundation	Discussed
1938 OK 32, 76 P.2d 404, 182 Okla. 17,	GROHOMA GROWERS ASS'N v. TOMLINSON	Discussed
1944 OK 26, 145 P.2d 411, 193 Okla. 451,	O'NEAL v. VOSE	Discussed at Length
2003 OK 68, 73 P.3d 878,	MERRITT v. MERRITT	Discussed
2006 OK 100, 151 P.3d 132,	MAY v. MID-CENTURY INSURANCE COMPANY	Discussed
2010 OK 16, 231 P.3d 645,	DEPT. OF SECURITIES ex rel. FAUGHT v. BLAIR	Discussed
1980 OK 6, 609 P.2d 733,	Amoco Production Co. v. Lindley	Discussed
2013 OK 50, 304 P.3d 457,	DOWELL v. PLETCHER	Discussed at Length
1976 OK 120, 554 P.2d 1181,	PUBLIC SERV. CO. OF OKLA. v. HOME BUILDERS ASSOC. OF REALTORS, INC.	Discussed
2015 OK 58, 378 P.3d 54,	EDWARDS v. BOARD OF COUNTY COMMISSIONERS	Discussed at Length
2015 OK 73, 362 P.3d 186,	McGINNITY v. KIRK	Discussed at Length
2016 OK 47, 371 P.3d 1094,	MURLIN v. PEARMAN	Discussed
2017 OK 37, 394 P.3 1256,	FARMACY, LLC v. KIRKPATRICK	Cited
2020 OK 97, 477 P.3d 1133,	REVOLUTION RESOURCES v. ANNECY	Discussed at Length
2000 OK 31, 3 P.3d 705, 71 OBJ 965,	K & K Food Services, Inc. v. S & H, Inc.	Discussed at Length
1985 OK 103, 714 P.2d 1017, 56 OBJ 2889,	Jackson v. Williams	Discussed

Title 12. Civil Procedure

Cite	Name	Level
12 O.S. 1392,	Sufficient Surety - Approved by Clerk - Damages	Cited

Title 15. Contracts

Cite	Name	Level
15 O.S. 154,	Language of Contract Governs	Cited
15 O.S. 159,	Contract Interpretation	Cited

Title 60. Property

Cite	Name	Level
60 O.S. 854,	Membership - Covenants and Restrictions	Discussed