

Oak Creek South Phase II

LEGAL DESCRIPTION

A TRACT OF LAND LYING NORTH AND EAST OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), SAID POINT BEING A FOUND STEM TO AN O.D.O.T. BRASS CAP;

THENCE N 88°45'23" E ON THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 691.61 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND 3/8" IRON PIN;

THENCE CONTINUING N 88°45'23" E ON THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1,932.12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4), SAID POINT BEING A FOUND O.D.O.T. BRASS CAP;

THENCE S 1°26'44" E ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 419.57 FEET;

THENCE S 88°36'47" W A DISTANCE OF 172.45 FEET;

THENCE N 1°14'37" W A DISTANCE OF 69.87 FEET;

THENCE S 88°45'23" W A DISTANCE OF 120.00 FEET;

THENCE N 1°14'37" W A DISTANCE OF 60.13 FEET;

THENCE S 88°45'23" W A DISTANCE OF 290.00 FEET;

THENCE S 1°14'37" E A DISTANCE OF 44.90 FEET;

THENCE S 10°39'55" W A DISTANCE OF 126.63 FEET;

THENCE S 20°17'55" W A DISTANCE OF 218.68 FEET;

THENCE S 38°10'22" W A DISTANCE OF 133.75 FEET;

THENCE N 51°49'38" W A DISTANCE OF 294.64 FEET;

THENCE S 37°51'57" W ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 170.00 FEET;

THENCE N 51°49'38" W ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 698.76 FEET TO A SET 1/2" IRON PIN WITH C.A. 7232 CAP;

THENCE N 38°10'22" E ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 25.00 FEET TO A SET 1/2" IRON PIN WITH C.A. 7232 CAP;

THENCE N 51°49'36" W ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 389.59 FEET BACK TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 19.13 ACRES (833,200.71 SQ. FT.) AS DESCRIBED.

BASIS OF BEARINGS:

THIS SURVEY WAS DONE ON NAD 83, OKLAHOMA NORTH - STATE PLANE COORDINATE SYSTEM

BASIS OF BEARING FOR THIS SURVEY IS "GRID" NORTH BASED ON GPS OBSERVATION ON THE ABOVE REFERENCED COORDINATE SYSTEM WITH THE CONTROLLING LINE BEING THE NORTH LINE OF THE SOUTHWEST QUARTER WITH A BEARING OF N88°45'23"E

LOT SUMMARY			
LOT	BLOCK	LOT SQ. FT.	ADDRESS
1	1	8330.70	8330.70
2	1	8330.70	8330.70
3	1	8330.70	8330.70
4	1	8329.80	8329.80
5	1	8012.47	8012.47
6	1	7008.54	7008.54
7	1	9147.01	9147.01
8	1	8150.42	8150.42
9	1	8060.98	8060.98
10	1	8323.60	8323.60
11	1	8330.70	8330.70
12	1	8330.70	8330.70
13	1	8330.70	8330.70

1	2	7434.27	7434.27
2	2	7568.40	7568.40
3	2	7568.40	7568.40
4	2	7568.40	7568.40
5	2	7568.40	7568.40
6	2	7568.40	7568.40
7	2	7568.40	7568.40
8	2	7568.40	7568.40
9	2	7568.40	7568.40
10	2	7568.40	7568.40
11	2	7568.40	7568.40
12	2	7568.40	7568.40
13	2	7445.19	7445.19

1	3	7484.89	7484.89
2	3	8025.63	8025.63
3	3	9998.89	9998.89
4	3	8924.20	8924.20
5	3	8465.86	8465.86
6	3	7494.46	7494.46
7	3	7065.79	7065.79
8	3	7368.22	7368.22
9	3	7296.07	7296.07

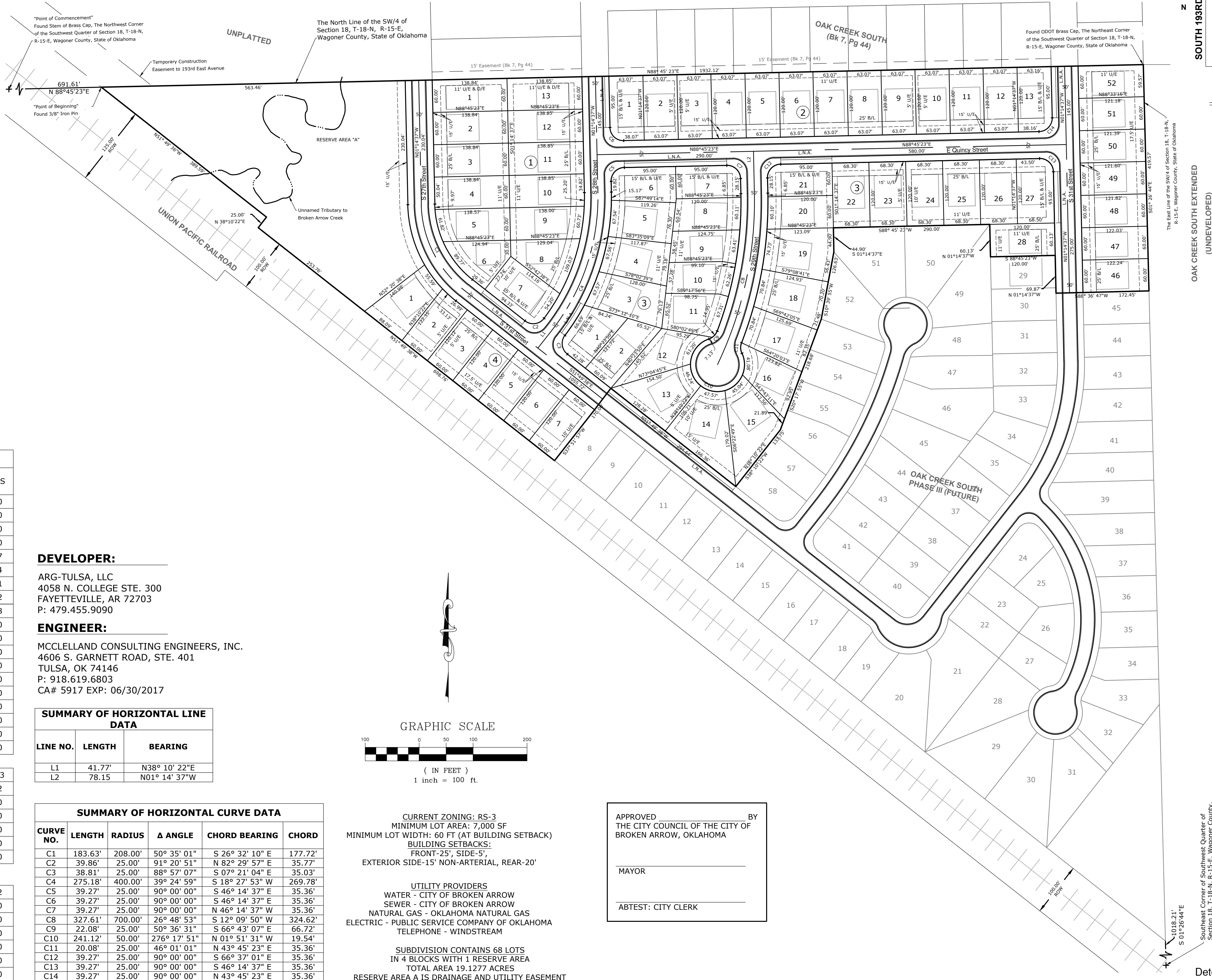
LOT SUMMARY			
LOT	BLOCK	LOT SQ. FT.	ADDRESS
10	3	7136.28	8330.70
11	3	8045.19	8330.70
12	3	8282.58	8330.70
13	3	10096.41	8329.80
14	3	12614.63	8012.47
15	3	12030.95	7008.54
16	3	7889.62	9147.01
17	3	9482.64	8150.42
18	3	10205.64	8060.98
19	3	11030.32	8323.60
20	3	7268.69	8330.70
21	3	7065.95	8330.70
22	3	8196.00	8330.70
23	3	8196.00	8330.70
24	3	8196.00	8330.70
25	3	8196.00	8330.70
26	3	8196.00	8330.70
27	3	8085.99	8330.70
28	3	7215.10	8330.70

1	4	9236.90	11913.63
2	4	7225.82	7225.82
3	4	7200.00	7200.00
4	4	7200.00	7200.00
5	4	7200.00	7200.00
6	4	7200.00	7200.00
7	4	7200.00	7200.00

46	4	7340.63	7225.82
47	4	7327.93	7200.00
48	4	7315.22	7200.00
49	4	7302.52	7200.00
50	4	7289.81	7200.00
51	4	7277.13	7200.00
52	4	7238.58	7200.00

FINAL PLAT

A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER (NE/4), OF THE SOUTHWEST QUARTER (SW/4), SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, INDIAN MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT ARG-TULSA,LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, BEING THE OWNER AND DEVELOPER OF THE FOLLOWING-DESCRIBED PROPERTY LOCATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, TO-WIT:

SAID PROPERTY HAVING BEEN DULY PLATTED AS LOTS # _____-_____, (NAME OF PLATTED SUBDIVISION/ADDITION) , AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, AND HEREINAFTER REFERRED TO AS "OAK CREEK SOUTH PHASE II" ("THE SUBDIVISION"), THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("DECLARATION" OR "COVENANTS") BEING FOR THE BENEFIT OF DECLARANT AND EACH SUCCESSIVE OWNER OF ANY LOT WITHIN THE PROPERTY, AND TO PROVIDE FOR THE EFFICIENT PRESERVATION AND MAINTENANCE OF THE PROPERTY AND COMMON PROPERTY CONTAINED THEREIN, THE DECLARANT DESIRES TO IMPOSE UPON THE PROPERTY THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND CHARGES CONTAINED IN THIS DECLARATION AND, FURTHER, HEREBY CREATES THE OAK CREEK SOUTH PHASE II PROPERTY OWNERS ASSOCIATION ("ASSOCIATION") TO WHICH WILL BE DELEGATED AND ASSIGNED THE POWER AND OBLIGATION OF MAINTAINING THE PROPERTY AND COMMON PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION.

AND THE SAID DECLARANT, AS OWNER AND DEVELOPER OF SAID PROPERTY AND SUBDIVISION, DOES HEREBY STATE THAT THESE COVENANTS SHALL ESTABLISH COVENANTS RUNNING WITH THE LAND FOR THE PERIOD OF TIME HEREINAFTER SET FORTH, AS PROVIDED BY LAW, AND SHALL BE BINDING UPON ALL PURCHASERS AND OWNERS OF LOTS WITHIN THE SUBDIVISION, AND UPON SUCH OWNERS' HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND UPON ALL PERSONS CLAIMING UNDER THEM.

1. DEFINITIONS.

THE FOLLOWING WORDS, WHEN USED IN THESE COVENANTS OR ANY AMENDMENTS OR SUPPLEMENTS HERETO SHALL HAVE THE RESPECTIVE CONCEPTS AND MEANINGS SET FORTH BELOW:

"ASSOCIATION" SHALL MEAN AND REFER TO "(SUBDIVISION NAME) PROPERTY OWNERS ASSOCIATION".

"BOARD" OR "BOARD OF DIRECTORS" SHALL MEAN AND REFER TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ELECTED IN ACCORDANCE WITH THE PROVISIONS OF THE BYLAWS OF THE ASSOCIATION.

"BUILDER" SHALL MEAN A RESIDENTIAL BUILDER LICENSED UNDER OKLAHOMA LAW.

"COMMON AREAS" SHALL MEAN AND REFER TO THE AREAS OF MUTUAL ENJOYMENT AND BENEFIT WITHIN THE SUBDIVISION AS IDENTIFIED ON THE PLAT AND TO ANY AND ALL OTHER AREAS WHICH SERVICE THE SUBDIVISION AND PROPERTY OR WHICH IS INTENDED FOR OR DEVOTED TO THE COMMON USE, SERVICE AND ENJOYMENT OF THE MEMBERS OF THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO ALL SIDEWALKS, EASEMENTS, ENTRY-WAYS AND DRAINAGE RETENTION/DETENTION PONDS. THE ASSOCIATION SHALL HOLD SUCH TITLE TO THE COMMON PROPERTY AS SHALL BE CONSISTENT WITH THE OBJECTIVES ENVISIONED HEREIN AND SUBJECT TO THE EASEMENT RIGHTS HEREIN OF THE MEMBERS TO USE AND ENJOY THE COMMON PROPERTIES OR RECEIVE THE BENEFITS THEREFROM. THE DECLARANT RESERVES THE RIGHT TO AFFECT MINOR REDESIGNS OR RECONFIGURATIONS OF THE COMMON PROPERTY AND EXECUTE ANY OPEN SPACE DECLARATIONS APPLICABLE TO THE COMMON PROPERTY.

"DECLARANT" AND "DEVELOPER" SHALL MEAN AND REFER TO _____ AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ITS SUCCESSORS AND ASSIGNS.

"LOT" OR "LOTS" SHALL MEAN AND REFER TO ANY PLOT OR TRACT OF LAND WHICH IS PROPERLY IDENTIFIED OR DESIGNATED AS A LOT ON THE PLAT.

"MEMBER" OR "MEMBERS" SHALL MEAN AND REFER TO EACH OWNER OF A LOT.

"OWNER(S)" SHALL MEAN THE OWNER OF A LOT AND REFER TO EACH AND EVERY PERSON OR BUSINESS ENTITY WHO OR WHICH IS A RECORD OWNER OR SUBSEQUENTLY BECOMES A RECORD OWNER OF A FEE OR UNDIVIDED FEE INTEREST IN ANY LOT SUBJECT TO THESE COVENANTS.

"PLAT" SHALL REFER TO THE PLAT OF _____, FILED OF RECORD IN WAGONER COUNTY, ON _____, BOOK _____, PAGE_____.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; ADDITIONS.

(a) MEMBERSHIP. EVERY OWNER OF A LOT SHALL AUTOMATICALLY BE A MEMBER OF THE ASSOCIATION. IN THE EVENT THE OWNER OF A LOT IS A CORPORATION OR PARTNERSHIP, A PARTNER OR CORPORATE OFFICER SHALL BE DESIGNATED TO CAST THE VOTE ON BEHALF OF THE PARTNERSHIP OR CORPORATION.

(b) VOTING RIGHTS. THE ASSOCIATION SHALL HAVE ONE (1) CLASS OF MEMBERSHIP FOR PURPOSES OF VOTING. OWNERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT OWNED BY THE OWNER. NOTWITHSTANDING, THE DECLARANT SHALL HAVE FOUR (4) VOTES PER LOT ON ALL MATTERS UNTIL DECLARANT HAS CONVEYED 99% OF THE LOTS TO OTHER OWNERS (AT WHICH TIME THE DECLARANT SHALL HAVE ONE (1) VOTE PER LOT STILL OWNED).

(c) ELECTION OF BOARD OF DIRECTORS. IN ADDITION TO ALL OTHER RIGHTS AND PRIVILEGES GRANTED TO THE DECLARANT UNDER THIS DECLARATION, AND NOTWITHSTANDING ANY PROVISIONS OF THE BYLAWS TO THE CONTRARY, THE DECLARANT SHALL BE ENTITLED TO APPOINT ALL OF THE INITIAL MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THIS RIGHT SHALL CONTINUE UNTIL THE SOONER OF WHEN (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE

ACCOMPLISHED BY APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT OR (2) THE DECLARANT NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS.

(d) QUORUM, NOTICE AND VOTING REQUIREMENTS. THE QUORUM, NOTICE AND VOTING REQUIREMENTS OF AND PERTAINING TO THE ASSOCIATION ARE SET FORTH WITHIN THE BYLAWS OF THE ASSOCIATION AS THE SAME MAY BE AMENDED FROM TIME TO TIME. SUBJECT TO THE PROVISIONS OF SECTION (B) ABOVE AND ANY OTHER PROVISION TO THE CONTRARY SET OUT IN THESE COVENANTS OR THE BYLAWS, ANY ACTION BY OR ON BEHALF OF THE ASSOCIATION, EXCEPT FOR ACTIONS ALLOWED TO BE TAKEN BY THE BOARD OF DIRECTORS ALONE, MAY BE TAKEN WITH THE ASSENT GIVEN IN WRITING AND SIGNED BY MEMBERS WHO COLLECTIVELY HOLD OR CONTROL A MAJORITY OF THE OUTSTANDING VOTES OF THE ASSOCIATION.

(e) ADDITIONAL PROPERTY; AMENDMENT TO BE FILED. DECLARANT RESERVES THE RIGHT TO DEDICATE ANY ADDITIONAL PROPERTY IN THE PROJECT NOW OWNED OR SUBSEQUENTLY ACQUIRED BY DECLARANT OR ITS SUCCESSORS OR ASSIGNS TO THE ASSOCIATION ESTABLISHED HEREIN, AT DECLARANT'S OPTION, REGARDLESS OF WHETHER MANAGEMENT AND CONTROL OF THE ASSOCIATION HAS BEEN TURNED OVER TO A HOMEOWNER CONTROLLED BOARD OF DIRECTORS. IF DECLARANT CHOOSES TO DEDICATE FUTURE PROPERTY TO THE ASSOCIATION SAID DEDICATION SHALL BE CONTROLLED BY THE AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED FOR THAT ADDITION AS STATED IN THAT AMENDMENT WHICH WILL INCORPORATE SOME BUT NOT ALL OF THE PROVISIONS INCLUDED HEREWITH.

3. ASSESSMENTS.

(a) LIENS. EACH OWNER, EXCEPT FOR DECLARANT, OF ANY LOT, BY THE ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, COVENANTS AND AGREES TO PAY THE ASSOCIATION:

i. REGULAR ASSESSMENTS OR CHARGES FOR MAINTENANCE, TAXES AND INSURANCE ON COMMON AREAS AS HEREIN SET FORTH AND AS ESTABLISHED BY THE ASSOCIATION;

ii. SPECIAL ASSESSMENTS FOR CAPITAL OR OTHER IMPROVEMENTS OR ACQUISITIONS, WHICH ASSESSMENTS ARE TO BE ESTABLISHED AND COLLECTED AS HEREINAFTER PROVIDED;

iii. SPECIAL INDIVIDUAL ASSESSMENTS WHICH MIGHT BE LEVIED AGAINST INDIVIDUAL LOT OWNERS TO REIMBURSE THE ASSOCIATION FOR EXTRA COSTS FOR MAINTENANCE AND REPAIRS CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OF THE INDIVIDUAL OWNER, HIS FAMILY, GUESTS, OR INVITEES AND NOT CAUSED BY ORDINARY WEAR AND TEAR; AND

iv. INDIVIDUAL ASSESSMENTS AND FINES LEVIED AGAINST INDIVIDUAL LOT OWNERS FOR VIOLATION OF RULES AND REGULATIONS PERTAINING TO THE ASSOCIATION AND/OR COMMON PROPERTIES.

THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES REQUIRED TO COLLECT THE SAME, IF ANY, SHALL BE A CONTINUING LIEN AGAINST THE LOT OWNED BY THE PARTY FAILING TO MAKE THE PAYMENT AS DUE. ASSESSMENTS SHALL BE MADE PURSUANT TO THE BYLAWS OF THE ASSOCIATION

(a) PURPOSE. THE ASSESSMENTS LEVIED BY THE BOARD ON BEHALF OF THE ASSOCIATION SHALL BE USED TO ENHANCE THE NATURAL ENVIRONMENT, APPEARANCE AND BEAUTY OF THE SUBDIVISION, PROMOTE THE HEALTH, RECREATION, SAFETY, AND GENERAL WELFARE OF THE RESIDENTS, AND MAINTENANCE, REPAIR AND IMPROVEMENT THE COMMON PROPERTIES.

(b) DEPOSIT OF ASSESSMENTS. ALL SUMS FROM ASSESSMENTS OR RELATED PAYMENTS SHALL BE COLLECTED AND HELD BY THE ASSOCIATION AND SHALL BE USED FOR THE PURPOSES SET FORTH IN THESE COVENANTS AND THE BYLAWS OF THE ASSOCIATION.

(c) REGULAR ASSESSMENTS. THE ANNUAL ASSESSMENT PER LOT SHALL BE _____. THEREAFTER, THE ASSESSMENT RATE SHALL BE SET BY A VOTE OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE BOARD SHALL GIVE NOTICE TO ALL MEMBERS AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE DATE ALL REGULAR OR SPECIAL ASSESSMENTS ARE DUE. ALL REGULAR ASSESSMENTS SHALL BE COLLECTED IN ADVANCE AND SHALL BE DUE ON OR BEFORE JANUARY 1 FOR THE YEAR IT IS DUE OR WHATEVER OTHER DATE AS AMENDED BY THE BOARD. THE BOARD OF DIRECTORS MAY NOT INCREASE THE ANNUAL ASSESSMENTS BY MORE THAN TEN PERCENT (10%) OVER THE PREVIOUS YEAR'S ASSESSMENT WITHOUT THE APPROVAL OF A MAJORITY OF THE LOT OWNERS TO RAISE THEIR ASSESSMENTS.

(d) SPECIAL ASSESSMENTS. IN ADDITION TO THE REGULAR ASSESSMENTS AUTHORIZED ABOVE, THE BOARD MAY LEVY IN ANY ASSESSMENT YEAR A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING IN WHOLE OR IN PART THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF ANY CAPITAL IMPROVEMENTS OR EASEMENTS WITHIN THE SUBDIVISION. THE DECISION TO MAKE THE SPECIAL ASSESSMENT AND THE AMOUNT OF THE SPECIAL ASSESSMENT SHALL BE MADE IN ACCORDANCE WITH THE BYLAWS OF.

(e) EFFECT OF NONPAYMENT. IF ANY ASSESSMENT OR FINE OR ANY PART THEREOF IS NOT PAID ON THE DATES WHEN DUE, THEN THE UNPAID AMOUNT OF SUCH ASSESSMENT SHALL BE CONSIDERED DELINQUENT AND SHALL, TOGETHER WITH ANY LATE CHARGE AND INTEREST THEREON AT THE RATE OF 18% PER ANNUM, AND COSTS OF COLLECTION THEREOF, THEREUPON BECOMING A CONTINUING DEBT SECURED BY A SELF-EXECUTING LIEN ON THE LOT OF THE NON-PAYING OWNER WHICH SHALL BIND SUCH LOT IN THE HANDS OF THE OWNER AND OWNER'S HEIRS, EXECUTORS, ADMINISTRATORS,

DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. THE BOARD SHALL HAVE THE RIGHT TO REJECT PARTIAL PAYMENTS OF AN UNPAID ASSESSMENT AND DEMAND THE FULL PAYMENT THEREOF. THE LIEN FOR UNPAID ASSESSMENTS SHALL BE UNAFFECTED BY ANY SALE OR ASSIGNMENT OF A LOT AND SHALL CONTINUE IN FULL FORCE AND EFFECT. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR ANY ASSESSMENT PROVIDED HEREIN BY NON-USE OF THE COMMON AREAS OR ABANDONMENT OF THE LOT OR HOUSE

ALL LIENS FILED FOR THE NON-PAYMENT OF ASSESSMENTS AND DUES SHALL AUTOMATICALLY, WHETHER SO STATED OR NOT, SHALL RENEW ANNUALLY AND INCLUDE ALL UNPAID ASSESSMENTS, ANNUAL DUES, COSTS AND EXPENSES AUTHORIZED HEREIN AND BY OPERATION OF LAW, FROM THE DATE OF FILING, UNTIL PAID, WITHOUT THE NECESSITY OF FILING ADDITIONAL OR AMENDED ASSESSMENT LIEN STATEMENTS.

(f) COLLECTION. NO SET-OFF SHALL BE ALLOWED TO ANY LOT OWNER FOR REPAIRS OR IMPROVEMENTS, OR FOR SERVICES CONTRACTED FOR BY ANY LOT OWNER WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE BOARD. THE BOARD SHALL BE ENTITLED TO COLLECT FROM THE LOT OWNER ALL LEGAL COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE INCURRED BY THE ASSOCIATION IN CONNECTION WITH OR INCIDENTAL TO THE COLLECTION OF SUCH ASSESSMENT, OR IN CONNECTION WITH THE ENFORCEMENT OF THE LIEN RESULTING THEREFROM. THE LIEN OF THE ASSESSMENTS SHALL BE SUBORDINATE TO THE LIEN OF ANY BONA FIDE FIRST MORTGAGE UPON A LOT.

4. DUTIES AND POWERS OF ASSOCIATION.

THE AFFAIRS OF THE ASSOCIATION SHALL BE CONDUCTED BY ITS BOARD. IN ADDITION TO THE DUTIES AND POWERS OF THE ASSOCIATION AS SET FORTH IN THE BYLAWS, OR AS HEREINABOVE SET FORTH, AND IN ORDER TO CARRY OUT THE OBLIGATIONS OF THE ASSOCIATION, THE BOARD SHALL HAVE THE FOLLOWING RIGHTS AND POWERS AND MAY PROVIDE FOR AND PAY FOR, OUT OF ASSESSMENTS, THE MEANS TO EXERCISE THE FOLLOWING RIGHTS AND POWERS:

(a) MAINTAIN AND OTHERWISE MANAGE ALL THE COMMON AREAS AND ALL IMPROVEMENTS AND LANDSCAPING ON THE COMMON AREAS AND AT THE ENTRANCES TO THE SUBDIVISION, INCLUDING PROVISION FOR TAXES, INSURANCE AND UTILITIES WHICH PERTAIN TO COMMON AREAS.

(b) HIRE LEGAL AND ACCOUNTING SERVICES TO SERVE THE ASSOCIATION.

(c) OBTAIN AND MAINTAIN SUCH POLICY OR POLICIES OF INSURANCE AS THE ASSOCIATION MAY DEEM NECESSARY OR DESIRABLE IN PROTECTING THE INTEREST OF THE ASSOCIATION AND ITS MEMBERS.

(d) AUTHORITY TO EMPLOY A MANAGER OR OTHER PERSON UNDER CONTRACT WITH INDEPENDENT CONTRACTORS OR MANAGING AGENTS TO PERFORM ALL OR ANY PART OF THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION INCLUDING A YARD MAINTENANCE SERVICE.

(e) PROVIDE MATERIALS OR OTHER SUPPLIES OR SERVICES WHICH THE BOARD MAY BE REQUIRED TO OBTAIN OR PAY FOR PURSUANT TO THESE COVENANTS FOR THE BENEFIT OF THE ASSOCIATION.

(f) TO ENTER INTO CONTRACTS, MAINTAIN ONE (1) OR MORE BANK ACCOUNTS AND GENERALLY TO HAVE ALL POWERS NECESSARY OR INCIDENTAL TO THE OPERATION AND MANAGEMENT OF THE ASSOCIATION.

(g) TO EXECUTE ALL DECLARATIONS OF OWNERSHIP FOR TAX ASSESSMENT PURPOSES AS NECESSARY.

(h) TO MAKE REASONABLE RULES AND REGULATIONS FOR THE OPERATION OF THE COMMON PROPERTIES AND TO AMEND THESE COVENANTS FROM TIME TO TIME.

5. LIMITATION ON LIABILITY.

THE ASSOCIATION SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE ASSOCIATION SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE ASSOCIATION OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE ASSOCIATION OR OTHERWISE. NEITHER THE DECLARANT, THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS NOR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

6. PROPERTY RIGHTS IN THE COMMON AREAS.

(a) MEMBERS' RIGHTS. EVERY MEMBER AND THEIR FAMILY MEMBERS HAS THE NONEXCLUSIVERIGHT TO BENEFIT FROM, USE AND ENJOY THE COMMON AREAS SUBJECT TO ALL APPLICABLE CODES AND ORDINANCES, INCLUDING WITHOUT LIMITATION THE RIGHT TO BENEFIT FROM ANY SERVICES, WHETHER UTILITY OR OTHERWISE, THAT THE COMMON AREA OFFERS. SUCH RIGHT IS AN APPURTENANCE TO THE PROPERTY AND PASSES WITH THE TITLE TO EVERY LOT; PROVIDED, HOWEVER, IT DOES NOT GIVE SUCH PERSON (EXCLUDING THE DECLARANT) THE RIGHT TO MAKE ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA.

(b) TITLE TO THE COMMON AREAS. THE DECLARANT MAY CONVEY TITLE TO THE COMMON AREAS TO THE ASSOCIATION, OR IN THE CASE WHERE EASEMENTS CONSTITUTE PART OF THE COMMON AREAS, DECLARANT MAY ASSIGN AND TRANSFER SUCH EASEMENTS TO THE ASSOCIATION, SUBJECT TO THE LIEN OF TAXES AND ASSESSMENTS FOR THE CURRENT YEAR NOT YET DUE AND PAYABLE, UTILITY EASEMENTS, PIPELINES, SET-BACK LINES, MINERAL INTERESTS AND OTHER RESTRICTIONS OF RECORD. UPON SUCH

CONVEYANCE, THE RIGHTS, OBLIGATIONS AND LIABILITIES WITH RESPECT TO ANY SUCH COMMON AREAS SHALL BELONG SOLELY TO THE ASSOCIATION.

(c) EXTENT OF MEMBERS' RIGHTS IN COMMON AREAS. THE RIGHTS AND EASEMENTS CREATED HEREBY SHALL BE SUBJECT TO THE FOLLOWING:

i. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, ORDINANCES AND RESTRICTIONS, WITH SPECIFIC REGARD TO CONSTRUCTION LIMITATIONS AND MAINTENANCE REQUIREMENTS AS SET FORTH HEREIN OR OTHERWISE.

ii. THE RIGHT OF THE BOARD TO PRESCRIBE OR TO ENACT REGULATIONS GOVERNING THE USE, OPERATION, AND MAINTENANCE OF THE COMMON AREAS.

iii. THE RIGHT OF THE ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS TO BORROW MONEY FOR THE PURPOSE OF IMPROVING, MAINTAINING AND SERVICING COMMON AREAS AND FACILITIES.

iv. THE RIGHT OF THE ASSOCIATION AS MAY BE PROVIDED BY ITS BYLAWS TO SUSPEND THE VOTING RIGHTS OF ANY MEMBER AND TO SUSPEND THE RIGHT OF ANY INDIVIDUAL TO USE ANY OF THE COMMON AREAS FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST A LOT OWNED BY SUCH MEMBER REMAINS UNPAID, INCLUDING THE RIGHT TO SEEK REIMBURSEMENT OR DAMAGES FROM THE DELINQUENT MEMBER THEREFOR.

v. THE RIGHT OF THE ASSOCIATION TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREAS TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY FOR SUCH PURPOSES AND UPON SUCH CONDITIONS AS THE BOARD OF THE ASSOCIATION MAY DETERMINE IN ITS SOLE DISCRETION.

7. MAINTENANCE OF COMMON AREAS.

(a) ASSOCIATION'S RESPONSIBILITY.

i. THE ASSOCIATION SHALL MAINTAIN AND KEEP IN GOOD REPAIR, SERVICE, CONDITION, AND FUNCTION THE COMMON AREAS, INCLUDING THE SIDEWALKS AND ENTRANCES. THE MAINTENANCE OF THE COMMON AREAS SHALL INCLUDE, WITHOUT LIMITATION, MAINTENANCE, REPAIR, REPLACEMENT, PLANTING, SODDING, AND ALL OTHER NECESSARY MAINTENANCE AND REPAIRS OF WHATSOEVER NATURE AS MAY BE REQUIRED BY CITY, STATE OR FEDERAL CODE OR ORDINANCE WITH RESPECT TO THE COMMON AREAS AND THE FACILITIES RELATED THERETO.

ii. THE COST TO THE ASSOCIATION OF MAINTAINING THE COMMON AREAS SHALL BE ASSESSED EQUALLY AMONG THE MEMBERS AS PART OF THE ASSESSMENTS PURSUANT TO THE PROVISIONS OF THESE COVENANTS, EXCEPT AS OTHERWISE STATED HEREIN.

8. EASEMENTS.

OTHER THAN FOR PRIMARY SERVICE OF THE SUBDIVISION AND WITHIN PLATTED EASEMENTS, THERE SHALL BE NO ABOVE-GROUND SERVICE FOR UTILITIES EXCEPT THOSE LINES OR POLES THAT SHALL BE APPROVED, IN WRITING, BY A MAJORITY VOTE OF THE BOARD. EACH OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF UNDERGROUND UTILITIES LOCATED ON HIS OR HER LOT AND SHALL PREVENT AND BE PRECLUDED FROM ANY ALTERATION OF GRADE OR CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID UTILITIES.

9. USE AND DIVISION OF LOTS.

NO LOT MAY BE DIVIDED OR SPLIT. THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS

(a) RESIDENTIAL LOTS. ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING CONSISTING OF NOT LESS THAN 1,100 SQUARE FEET OF HEATED AND COOLED FINISHED SPACE SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADOPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

(b) RESIDENTIAL PURPOSES. BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

- (c) SUBMISSION OF PLANS. IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFULAND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.
- (d) MINIMUM SQUARE FOOTAGE. THE MINIMUM HEATED AND COOLED SQUARE FOOTAGE FOR ANY SINGLE FAMILY HOME CONSTRUCTION ON THE LOT WITHIN THE SUBDIVISION SHALL BE 1,100 SQUARE FEET, EXCLUDING GARAGES AND UNHEATED PORCHES.
- (e) ARCHITECTURAL REQUIREMENTS.
- i. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- ii. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- iii. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ARC
- (f) ADDITIONS TO EXISTING STRUCTURES. ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.
- (g) SURFACE DRAINAGE. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSERVED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY.
- (h) GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS. ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLINGAND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.
- (i) TEMPORARY STRUCTURES. NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.
- (j) FENCES. NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED.
- (k) MAILBOXES. ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.
- (l) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON

ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

- (m) PARKED VEHICLES. ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.
- (n) APPEARANCE OF LOT. ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD ANDCOMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED.
- (o) RECREATIONAL VEHICLES AND ACCESSORIES. NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.
- (p) STORAGE AND CONSTRUCTION MATERIALS. CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.
- (q) GARBAGE/DUMPING. DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL UNIT OR ENCLOSED GARAGES AND MUST BE OUT OF SIGHT FROM THE STREET. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
- (r) MODEL HOME AND CONSTRUCTION FACILITIES. MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES NINETY-EIGHT PERCENT (98%) OCCUPANCY.
1. NUISANCES.
- NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OF LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.
2. REGULATIONS.
- REASONABLE REGULATIONS CONCERNING THE USE OF THE PROPERTY, INCLUDING COMMON AREAS AND ALL OTHER AREAS WHICH THE ASSOCIATION MAINTAINS, REGARDLESS OF FEE OWNERSHIP, MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE ASSOCIATION.
3. ENFORCEMENT OF OBLIGATIONS; MISCELLANEOUS.
- (b) EACH OWNER SHALL BE GOVERNED BY AND SHALL COMPLY WITH THE TERMS OF THESE COVENANTS AND THE BYLAWS OF THE ASSOCIATION. UPON FAILURE OF AN OWNER TO SO COMPLY, THE DECLARANT, THE ASSOCIATION, ANY MORTGAGEES HAVING A FIRST LIEN, OR OTHER OWNERS SHALL HAVE THE RIGHT TO INSTITUTE LEGAL PROCEEDINGS, AND THE PREVAILING PARTY SHALL BE ENTITLED TORECOVER ITS OR HIS LEGAL COSTS, INCLUDING REASONABLE ATTORNEY'S FEES. THE FAILURE OF ANY OF THE FOREGOING NAMED ENTITIES OR PERSONS TO ENFORCE ANY RIGHT, REQUIREMENT, RESTRICTION, COVENANT, OR OTHER PROVISION OF THE HEREINABOVE NAMED DOCUMENTS, SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO SEEK JUDICIAL REDRESS AGAINST SUBSEQUENT NONCOMPLIANCE THEREWITH.
- (c) FINES. THE ASSOCIATION MAY LEVY REASONABLE CHARGES, AS AN INDIVIDUAL ASSESSMENT, AGAINST AN OWNER AND HIS LOT IF THE OWNER OR RESIDENT, OR THE OWNER OR RESIDENT'S FAMILY, GUESTS, EMPLOYEES, AGENTS, OR CONTRACTORS VIOLATE A PROVISION OF THE DOCUMENTS. FINES MAY BE LEVIED FOR EACH ACT OF VIOLATION OR FOR EACH DAY A VIOLATION CONTINUES, AND DO NOT CONSTITUTE A WAIVER OR DISCHARGE

OF THE OWNERS OBLIGATIONS UNDER THE DOCUMENTS.

- (d) ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DECLARANT DURING SUCH PERIOD THAT THE DECLARANT IS THE RECORD OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THESE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERTY EXECUTED BY THE DECLARANT (DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE DECLARANT SHALL PREVAIL DURING THE TIME OF THE DECLARANT'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.
- (e) NOTICE. ANY NOTICE REQUIRED TO BE GIVEN TO ANY MEMBER OR OWNER SHALL DEEMED TO HAVE BEEN PROPERLY DELIVERED WHEN DEPOSITED IN THE UNITED STATES MAIL, POSTAGE PRE-PAID, ADDRESSED TO THE LAST-KNOWN ADDRESS OF THE PERSON WHO APPEARS AS THE MEMBER OR OWNER ON THE RECORDS OF THE COUNTY AT THE TIME OF SUCH MAILING.
- (f) DISPUTES. MATTERS OF DISPUTE OR DISAGREEMENT BETWEEN OWNERS WITH RESPECT TO INTERPRETATION OR APPLICATION OF THE PROVISIONS OF THESE COVENANTS SHALL BE DETERMINED BY THE DECLARANT. THESE DETERMINATIONS (ABSENT ARBITRARY AND CAPRICIOUS CONDUCT OR GROSS NEGLIGENCE) SHALL BE FINAL AND BINDING UPON ALL OWNERS.
- (g) THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THE LAND AND THE PROPERTY FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE THIS INSTRUMENT IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN-OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
- (h) IF ANY PROVISION OF THIS DECLARATION OR ANY SECTION, CLAUSE, PHRASE, WORK OR APPLICATION THEREOF IN ANY CIRCUMSTANCE IS HELD TO BE INVALID, THE VALIDITY OF THE REMAINDEROF THESE COVENANTS AND OF THE APPLICATION OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THEREBY.

I, (SURVEYOR'S NAME), A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS OAK CREEK SOUTH PHASE II, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS _____ DAY OF _____, 20____.

(SURVEYOR'S NAME)
LICENSED LAND SURVEYOR
OKLAHOMA NO. (LICENSE NUMBER)

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED (NAME), TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ENGINEERING CERTIFICATION

I, STEVEN HOLLABAUGH, HAVE TO THE BEST OF MY ABILITY DESIGNED THIS SUBDIVISION IN ACCORDANCE WITH THE LAND SUBDIVISION CODE OF THE CITY OF BROKEN ARROW WITH WHICH I AM COMPLETELY FAMILIAR AND IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

STEVEN HOLLABAUGH PE# 27230

IN WITNESS WHEREOF, _____, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS AUTHORITY TO CAUSE THESE PRESENTS TO BE DULY EXECUTED BY THE UNDERSIGNED ON THIS _____ DAY OF _____, 20____.

(DECLARANT NAME)

BY: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

ON THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____, KNOWN TO ME (OR SATISFACTORILY PROVEN) TO BE THE _____ OF _____ AND WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
FILING NO. _____

MY COMMISSION EXPIRES:

(SEAL)

CASE NO: _____ DEVELOPMENT NO: _____