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Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

2. Set–back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set–back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set–back lines shown on the accompanying plat, the minimum building set–back lines for dwellings or other outbuilding structures shall be:

Front yard:	35 feet
Side yard:	10 feet
Other side yard:	12 feet
Backyard:	12 feet

3. Fences. The following restrictions shall pertain to fencing on all lots. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set–back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Architectural Committee, and no fence on any lot shall exceed five (5) feet in height. No fences shall be constructed on overland drainage easements or upon walkway or access easements which in the opinion of the Architectural Committee would impair or hinder the intended use thereof.

All chain link fences shall be vinyl wrapped and the same color as the post and rail. The fence is to be 4'–0" tall.

In addition to all fencing restrictions set forth in the paragraph above, the following fencing restrictions shall apply to all lots:

No privacy fence shall be erected upon any lot without the written approval of the Developer and/or the Architectural Committee. In the event a privacy fence is approved, it shall be used for screening purposes and shall not exceed five (5) feet in height and must be of natural wood and steel post with cap and trim. The fence shall not encompass an area of more than 15% of the total square footage of the lot. All privacy fence must be natural in color or stained in an earth tone color. Such fence shall be neatly maintained.

4. Outbuildings. All plans for tool sheds, hobby rooms, or other outbuildings shall be approved by the Architectural Committee. All outbuildings shall conform to following:

A. All outbuildings shall have a minimum of 160 square feet.
B. All outbuildings shall have a maximum of 1000 square feet.
C. No outbuilding shall have an overhead door that exceeds ten (10) feet in height.
D. All outbuildings shall be shingled with the same color and type of shingle as the dwelling.
E. All outbuildings shall contain at least 25% masonry.

No garage or outbuilding on any Lot shall be used as a residence or living quarters. No metal buildings shall be built or moved onto any lot. No building of any type shall be moved onto any Lot or Common Area without the Architectural Committee's prior, written consent.

5. Antennae. No television, radio, or other antennae, and no reception devices exceeding eighteen (18) inches in diameter shall be constructed or maintained on any lot without the written approval of the Architectural Committee.

C. LOT USE AND RESTRICTIONS.

1. Lot Use. Lots shall be used only for residential single–family purposes. No lot shall be used for any business, commercial or manufacturing purpose; provided, however, the Developer may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Developer's sole discretion. No residential lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds two (2) stories in height. No building not meeting a specific building code identified by the Architectural Committee may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition.

2. Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a residential lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion. Violations of this Paragraph shall be determined at the discretion of the Brookwood Farms III HOA Board of Directors.

3. Animals. No animals, livestock, or poultry of any kind shall be kept on any residential lot except for domesticated household pets, provided, however, that no more than three (3) adult dogs shall be maintained on any residential lot. Excessive barking by any dog shall, in the sole opinion of the Developer or the majority of the Board of Directors of the Association, be deemed a nuisance and immediately subject the dog to impound and the owner thereof to a fine in the amount levied by the Association's Board of Directors. The amount of such fine shall become a lien upon the owner's lot and governed by Section V, Paragraph C, hereof. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. No kennels are permitted. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Animals shall not be permitted to roam on the reserve areas, and at the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

4. Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property. The Developer and the Association each reserves the right for its agents or designees to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Developer and/or the Architectural Committee. The cost of such maintenance shall become a lien upon the lot and governed by Section V, Paragraph C, hereof.

5. Wind Generators and Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Architectural Committee.

6. Swimming Pools. Above–ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (A) a side yard between the front and rear boundaries of the dwelling, or (B) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street. No temporary pool covering will extend higher than four feet above the water level of the pool.

7. Clothes Lines. The drying of clothes in public view is prohibited.

8. Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored or parked within the Addition.

9. Air Conditioning Requirements. No window or wall–type air conditioning units are permitted.

10. Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

11. Vehicles and Motorcycles. Except provided herein, no vehicle, motorcycle, motor bike, camper (pop–up or otherwise), trailer (including without limitation, goosenecks and livestock trailers and car haulers), boats, all terrain vehicle (ATV) or recreational vehicle (RV) or similar vehicle or equipment, whether or not operable (collectively referred to as 'Vehicles'), shall be kept, parked, stood or stored on any lot, driveway, street or the Common Area, except in a garage or a detached building that the Architectural Committee has approved in writing. Enclosed, open or flat bed utility trailers of sixteen feet (16.0') or less which are used for limited hauling are allowed to be parked and/or stored behind the main residential structure on any lot provided said trailer is placed on a concrete slab; Vehicles, however, shall not be kept, parked, stood or stored in the yard of any lot or Common Area for any reason. Vehicles shall not be kept, parked, stood or stored on any street. Regular passenger vehicles, such as automobiles, passenger vans, SUV's, and commercial vehicles of one (1) ton or less are permitted to be parked in the driveway, provided such vehicles are to be parked over night and stored inside a closed garage as set forth herein. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 72 consecutive hours per week) on the driveway of a lot for purposes of loading, unloading or washing said boat, trailer or RV.

12. Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, unless approved in writing by the Association. The Developer, or its designees, may display such signage as the Developer, in its sole discretion deems necessary for the promotion, sales and/or rental of property owned by the Developer or its designees.

13. Waste. No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. No burning of trash shall be permitted. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street. All residential waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

14. Compliance with Code. All residential lots are subject to the uses, restrictions, building codes and requirements of Wagoner County.

SECTION III. BROOKWOOD FARMS III ASSOCIATION, INC.

A. FORMATION.

1. Homeowners' Association. A home owners association, known as Brookwood Farms III Association, Inc., an Oklahoma not–for–profit corporation has been or shall be established pursuant to 60 O.S.1991,§ 851, et seq., to maintain the entryways and the reserve areas in the Addition and for such other purposes as shall be deemed advisable. Every record owner of a fee interest in a lot in the Addition shall be a member (Member) of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All Members of the Association covenant and agree to pay to the Association any annual assessment (Annual Assessment), any special assessment (Special Assessment) and any other financial charge or assessment established by the Association as hereinafter set forth or as set forth in the By–Laws of the Association. All lawful acts of the Association, made under and pursuant to its Certificate of Incorporation and By–Laws, shall be binding upon the lots contained in the Addition and the owners thereof.

2. Voting. Each Member shall be entitled to one vote for each lot owner by a Member; provided, however, when two or more persons or entities hold such interest or interests in any lot, although all of such persons or entities shall be Members of the Association, the vote for such lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per lot be cast with respect to any lot.

3. Developer Control of Association. Developer, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Developer relinquishes control thereof as set forth herein. The initial performance of the functions of the Association and its Board of Directors and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the Association herein for the purposes herein stated may be conducted by the Developer, or its assignee, in lieu of the Association and/or the Board of Directors until the turnover date as hereinafter defined. The date on which Developer's rights under this Section III, Paragraph 3 terminate shall be referred to as the 'Turnover Date'. The first and all subsequent Board of Directors of the Association shall consist of those persons designated by Developer. Developer's rights under this Section III, Paragraph 3 to designate the members of the Board of Directors of the Association shall terminate on the first to occur of (A) such time as Developer no longer holds or controls title to any part of the Property, (B) the giving of written notice by Developer to the Association's Board of Directors of the Developer's Election to terminate such rights, or (c) fifteen (15) years from the date of recording hereof. From and after the turnover date, the association's board of Directors shall be constituted and elected as provided in the Association By–Laws. Prior to the turnover date all of the voting rights of the lot owners shall be vested exclusively in Developer. The lot owners, prior to the turnover date, shall have no voting rights. Despite having no voting rights at that point in time, such owner's lots shall nevertheless be subject to assessment. Developer, upon request of a lot owner, shall supply such lot owner with an annual account of the manner in which collected assessments have been spent.

4. Assessments. All owners of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:

A. Annual assessments ('Annual Assessment') of $228.00 shall be made on a per lot basis. Such assessments may be increased ten percent (10%) per year by the Board of Directors of the Association and up to twenty–five percent (25%) per year upon the affirmative vote of two–thirds of the owners of lots in the Addition.

B. Special assessments ('Special Assessments') for capital improvements, such assessments to be fixed and established at the annual meeting or any special meeting called for that purpose by the affirmative vote of a majority of those lot owners who are in attendance (either in person or by proxy) at such meeting.

5. Assessment Due Dates. The Annual Assessment shall commence on the date of conveyance of title to a lot to the owner of such lot. Thereafter, the form and means of written notice and the due date and the terms of payment of the Annual Assessment shall be established by the Board of Directors of the Association. The terms of payment, the due date and notice of a Special Assessment shall be determined by the Board of Directors of the Association.

6. Effect of Nonpayment of Assessments. Any assessments which are not paid on or before the due date shall be delinquent and shall constitute a lien on the lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid. The Association may take action against any Member delinquent in the payment of assessments owed to the Association. Such action may include actions to enforce a lien against the Member's property and any other actions at law or in equity to obtain payment from a financial obligation owed by a Member. In taking these actions, the Association shall be entitled to collect the costs it has incurred including, but not limited to, reasonable attorney's fees, court costs, interest and such other expenses the Association reasonably incurs in pursuing its collection efforts. No Member may waive or otherwise escape liability for any assessments provided herein by non–use of the reserve areas or abandonment of his lot.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any lot; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of foreclosure shall not relieve such lot from liability for any assessments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.

SECTION IV. DEVELOPERS RESERVED RIGHTS

1. In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Brookwood Farms III Deed of Dedication, or the Association documents, Developer shall have the rights and powers set forth in this Section IV. Anything in this Deed of Dedication or the Association documents to the contrary notwithstanding, the provisions set forth in this Article shall govern. The authority granted to the Developer by this Section IV shall terminate and be of no further force and effect on the Turnover Date as set forth in Paragraph 3 of Section III of this Deed of Dedication.

2. Promotion of Brookwood Farms III. In connection with the promotion, sale or rental of any improvements upon any property in the subdivision; (A) Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, or to such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking area, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and (B) Developer and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

3. Construction on the Property Within the Addition. Developer is hereby granted the right and power to make such improvements to any Property within the Addition as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such Property and the right to store construction equipment and materials on such Property without the payment of any fee or charge whatsoever.

4. Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Declaration under this Deed of Dedication.

SECTION V. ENFORCEMENT

A. GOVERNING DOCUMENTS

The Addition's government documents shall consist of the following documents as they may be amended: (a) Articles of Incorporation of Brookwood Farms III Association, Inc., (2) By–Laws of Brookwood Farms III Association, Inc. (3) Plat and Deed of Dedication filed_____, 2017, in Book _____, Page _____, records of the County Clerk of Wagoner County, Oklahoma, (4) Resolutions of the Board of Directors of Brookwood Farms III Association, Inc., and (5) the architectural guidelines (hereinafter 'Governing Documents'). The Governing Documents apply to all lot owners and occupants of the property within the Addition as well as to other respective tenants, guests and invitees. If a dwelling on a lot is leased, the lease shall provide that the tenant and all occupants of the leased lot are bound by and obligated to comply with the Governing Documents. If any court should determine any provision of the Governing Documents is invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.

B. ENFORCEMENT

Every owner and occupant of a lot shall comply with the Governing Documents. The Board of Directors of the Association may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include without limitation: (1) Imposing reasonable monetary fines which shall be a personal financial obligation and shall constitute a lien upon the violator's lot. In the event that any occupant, guest or invitee of a lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, PROVIDED, HOWEVER, if the fine is not paid by the violator within the time set by the Board, the lot owner shall pay the fine upon notice from the Board, (2) exercising self–help or taking action to abate any violation of the Governing Documents in a non–emergency situation, (3) requiring a lot owner, at his or her own expense, to remove any structure or improvement on such owner's lot in violation of the Governing Documents and to restore the lot to its previous condition. Upon the failure of the lot owner to do so, the Board or its designee, shall have the right to enter onto the lot, remove the violation and restore the lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass, and (4) levying a specific assessment to cover costs in bringing a lot owner or a lot into compliance with the provisions of the Governing Documents, provided the Board of Directors shall give the lot owner prior written notice and an opportunity for a hearing in accordance with the By–Laws, before levying a specific assessment under this subsection.

C. CORRECTION ASSESSMENT.

In the event that the owner of any lot shall violate any covenant herein, the Board of Directors of the Association or the Developer shall have the right, upon five (5) days advance notice to the owner of the lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said lot and to remedy the violations(s). The cost for curing the violation(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed as contained herein.