2007.15321 Book: 1070
09/25/2007 10:50 AM pg
Fees: $65.00 Doc: $0.0
Carolyn M. Kusler
Wagoner County - Stat

The Crossing at 91st Phase II

A PART OF THE NE/4 OF THE SW/4 OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 15 EAST
AN ADDITION TO WAGONER COUNTY, OKLAHOMA

Final Plat

PLC 4-316 B

Deed of Dedication

NOW ALL MEN BY THESE PRESENTS

AUSCH COLEMAN SEVENTY SIXTH PLACE, LLC, (HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER"), IS THE OWNER OF THE OLLOWING DESCRIBED LAND IN WAGONER COUNTY, STATE OF OKLAHOMA.

TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 14, OWNSHIP 18 NORTH, RANGE 15 EAST OF THE I.B.& M., WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED S FOLLOWS:

OMMENCING FROM THE SOUTHWEST CORNER OF SAID SW/4; THENCE N 1°16'32" W A DISTANCE OF 1317.67 FEET ALONG HE WEST LINE OF SAID SECTION TO THE NORTHWEST CORNER OF THE SW/4 OF SAID SW/4; THENCE N 88°44'59" E ALONG HE NORTH LINE OF SAID SW/4 OF SW/4 A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK OF THE CROSSING AT 91ST, AN ADDITION TO WAGONER COUNTY, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE 88°44'59" E A DISTANCE OF 1278.83 FEET TO THE SOUTHWEST CORNER OF THE NE/4 OF THE SW/4, BEING THE POINT BEGINNING; THENCE N 01°17'05" W ALONG THE WEST LINE OF THE NE/4 OF THE SW/4 OF SAID SECTION 14 A DISTANCE 1317.17 FEET TO NORTHWEST CORNER OF THE NE/4 OF THE SW/4 OF SAID SECTION 14; THENCE N 88°46'17" E ALONG HE NORTH LINE OF THE SW/4 OF SAID SECTION 14 A DISTANCE OF 1318.62 FEET TO NORTHEAST CORNER OF THE SW/4 SAID SECTION 14; THENCE S 01°17'38" E ALONG THE EAST LINE OF THE NE/4 OF THE SW/4 OF SAID SECTION 14 DISTANCE OF 744.63 FEET; THENCE S 88°42'15" W A DISTANCE OF 31.28 FEET; THENCE S 32°25'11" W A DISTANCE 232.22 FEET; THENCE N 66°07'41" W A DISTANCE OF 73.75 FEET; THENCE S 84°27'56" W A DISTANCE OF 156.35 ET; THENCE N 84°25'01" W A DISTANCE OF 174.37 FEET; THENCE S 25°13'53" W A DISTANCE OF 214.62 FEET; THENCE 55°40'43" W A DISTANCE OF 74.61 FEET; THENCE S 45°11'21" W A DISTANCE OF 228.67 FEET; THENCE S 30°25'06" A DISTANCE OF 27.35 FEET TO THE NORTHEAST CORNER OF SAID THE CROSSING AT 91ST; THENCE S 88°42'55" W ONG THE NORTH LINE OF SAID THE CROSSING AT 91ST A DISTANCE OF 264.26 FEET; THENCE S 82°41'51" W A DISTANCE 50.28 FEET; THENCE S 88°44'59" W A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

ID HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, REETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER PLAT) AND HAS TITLED AND DESIGNED THE SUBDIVISION AS THE CROSSING AT 91ST, A SUBDIVISION IN WAGONER COUNTY, STATE OF LLAHOMA (HEREINAFTER THE SUBDIVISION OR THE CROSSING AT 91ST). THE LOTS DEPICTED UPON THE PLAT SHALL REINAFTER BE REFERRED TO COLLECTIVELY AS THE LOTS, AND INDIVIDUALLY AS A LOT.

ECTION I. STREETS, EASEMENTS AND UTILITIES

GENERAL UTILITY EASEMENTS

E OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING AT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, PLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND MMUNICATION LINES, ELECTRIC AND POWER LINES, AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION ES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR CH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND ON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, THE OWNER/DEVELOPER HEREBY SERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER O/OR SEWER SERVICES TO THE LOTS WHICH ARE INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A STRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY WAGONER NTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS PICTED ON THE ACCOMPANYING PLAT NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION THAT TERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT, SHALL BE PLACED, ERECTED, INSTALLED OR NTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, NDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

UNDERGROUND SERVICE

VERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE RIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR NDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, BLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY RVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE DESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE ASEMENTS.

NDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE BDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE TERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT PON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF RVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY SEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, XTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE. ALL AT ALL TIMES HAVE THE RIGHT TO ACCESS ALL EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN IS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE NDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY RVICE.

HE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES CATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD TERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE SPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR MAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS CONTRACTORS.

HE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

WATER, SANITARY SEWER, AND STORM SEWER SERVICE

HE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER INS, AND STORM SEWERS LOCATED ON HIS LOT.

THIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT. THE ALTERATION OF GRADE IN EXCESS OF 3 T FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY WER MAIN OR STORM SEWER ON ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, NITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

AGONER COUNTY, OKLAHOMA, AND WAGONER COUNTY RURAL WATER DISTRICT NO 4, OR ITS SUCCESSORS, SHALL BE SPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER, WATER MAINS AND SANITARY SEWER MAINS BUT THE REA OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE NER OF THE LOT, HIS AGENTS OR CONTRACTORS.

AGONER COUNTY, OKLAHOMA, AND WAGONER COUNTY RURAL WATER DISTRICT NO 4, OR THEIR SUCCESSORS, SHALL AT TIME HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF DERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

HERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF SONER COUNTY RURAL WATER DISTRICT NO.4 OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR PURPOSES PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO WAGONER COUNTY RURAL WATER SEWER, GAS AND SEWER STE MANAGEMENT. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

E FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA, ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

URFACE DRAINAGE

LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT ERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL NFORCEABLE BY ANY AFFECTED LOT OWNER AND BY WAGONER COUNTY, OKLAHOMA.

AS SERVICE

E SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, OVING, REPAIRING OR REPLACING AND PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. E OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN R LOT AND SHALL PREVENT ALTERATION, GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE GAS LITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.

E FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS VICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

AVING AND LANDSCAPING WITHIN EASEMENTS

LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH LD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IT IS DETERMINED BY THE MUNICIPALITY THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR TS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE CITY SHALL HAVE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON 5 DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN TIME THE LOT OWNER MAY REMOVE THE SAME.

E OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO THE LANDSCAPING AND PAVING ASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING , PROVIDED HOWEVER, THAT WAGONER COUNTY, OKLAHOMA, AND WAGONER COUNTY RURAL WATER DISTRICT NO 4, OR THE PLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

CSERVATION OF RIGHTS IN COMMON AREAS (RESERVE AREA)

WITHSTANDING ANY OTHER PROVISION ON THIS DECLARATION, DECLARENT RESERVES THE RIGHT TO GRANT EASEMENTS N THE COMMON AREAS (RESERVE AREAS) FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, NAGE COURSE, PUBLIC ACCESS, AND OTHER UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A NER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE COMMON AREAS (RESERVE AREAS).

NAGE FACILITIES CONSTRUCTED IN RESERVE AREAS SPECIFIED FOR STORM WATER DETENTION; RESERVE AREAS A, B, C OF PHASE ONE AND RESERVE AREA A IN PHASE TWO SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF NER COUNTY, OKLAHOMA AND PLANS AND SPECIFICATIONS APPROVED BY WAGONER COUNTY, OKLAHOMA. FENCE, BUILDING, PLANTING OF TREES OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREAS A, D C OF PHASE ONE AND RESERVE AREA A IN PHASE TWO UNLESS APPROVED BY WAGONER COUNTY, OKLAHOMA. RE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS WITHIN EASEMENT AREAS UNLESS APPROVED BY THE TY OR RESPONSIBLE UTILITY.

COMMON AREAS (RESERVE AREAS) SHALL BE MAINTAINED BY THE CROSSING AT 91ST PROPERTIES OWNERS ASSOCIATION.

SECTION II. DECLARATION OF PRIVATE DEVELOPMENT RESTRICTIONS

1. ALL LOTS IN SAID SUBDIVISION SHALL ONLY BE USED FOR SINGLE FAMILY RESIDENCES.
2. THE SQUARE FOOTAGE OF ALL DWELLINGS, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL HAVE A MINIMUM OF 1100 SQUARE FEET. BUILDINGS SHALL NOT EXCEED TWO STORIES IN HEIGHT, WITH A MINIMUM OF 800 SQUARE FEET LOCATED ON THE LOWER LEVEL.
3. ALL HOMES SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES.
4. SIDEWALKS ARE TO BE INSTALLED PER COUNTY REQUIREMENTS.
5. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM FRONT AND SIDE STREET SETBACK OR BUILDING LINES SHOWN ON THE RECORDED PLAT.
6. NO PERMANENT BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
7. LOTS CANNOT BE SPLIT INTO MORE THAN ONE LOT UNLESS THE MINIMUM SQUARE FOOT OF EACH LOT MEETS THE MINIMUM SIZE REQUIREMENT FOR LOTS IN THAT SUBDIVISION AND SUCH LOT SPLIT IS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE AND WAGONER COUNTY, OKLAHOMA.
8. EACH LOT, AT A MINIMUM SHALL HAVE THE FRONT AND SIDE YARDS TO THE REAR OF THE BUILDING FULLY SODDED. FRONT YARDS ARE TO BE LANDSCAPED. ALL GARBAGE CANS OR REFUSE AREAS ARE TO BE FULLY SCREENED AND COVERED FROM VIEW FROM THE STREET AND FROM ADJOINING LOTS.
9. THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT THAT SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED FOUR SQUARE FEET IN DISPLAY SURFACE AREA.
10. TEMPORARY MARKETING SIGNS BY DEVELOPERS OR BUILDERS WILL BE ALLOWED UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
11. ALL RESIDENCE SHALL BE COMPLETED USING COMPOSITION SHINGLES AND SHALL BE "WEATHERWOOD" IN COLOR OR THE EQUIVALENT. THE ROOFS MUST HAVE A MINIMUM PITCH OF 5 TO 12 EXCEPT FOR DORMERS, PORCH ROOFS OR PATIOS.
12. NO METAL ROOFS ALLOWED
13. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY RESIDENTIAL LOT SHALL BE OF AT LEAST 50% BRICK, STONE, OR STUCCO LESS AND EXCEPT THE EXTERIOR GABLED AREAS EXTENDING ABOVE THE EXTERIOR PLATE LINE OF THE FIRST FLOOR. WHEN DETERMINING THE AREA OF EXTERIOR WALLS; THE AREA OF ALL WINDOWS AND DOORS, THE EXTERIOR WALLS ADJACENT TO PATIOS AND UNDER PORCHES, AND GABLED AREAS EXTENDING ABOVE THE EXTERIOR PLATE LINE OF THE FIRST FLOOR SHALL BE EXCLUDED.
14. ALL RESIDENCES SHALL HAVE A UNITED STATES POSTAL SERVICE APPROVED MAILBOX. THE TYPE OF CONSTRUCTION SHALL BE DETERMINED BY THE DEVELOPER AND SHALL BE UNIFORM THROUGHOUT THE SUBDIVISION.
15. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANY TRASH SHALL BE THROWN, PLACED OR DUMPED UPON ANY VACANT RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE TO THE NEIGHBORHOOD.
16. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT NO MORE THAN TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. ANIMALS CLASSIFIED AS EXOTIC ANIMALS SHALL NOT BE ALLOWED. THE TOTAL NUMBER OF PETS MAY NOT EXCEED FOUR AT ANY ONE TIME.
17. NO EXISTING OR ERECTED BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACE ON ANY RESIDENTIAL LOT AND USED AS A RESIDENCE.
18. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.
19. DURING THE CONSTRUCTION PHASE OF THE SUBDIVISION, MODEL HOMES MAY BE BUILT. THE GARAGES OF MODEL HOMES MAY BE USED AS SALES OFFICES. ALSO, ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DEVELOPER AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES 98% OCCUPANCY.
20. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY RESIDENTIAL LOT EXCEPT WITHIN AN ENCLOSED GARAGE.
21. NO MOTOR HOME, BOAT, TRAILER, TRAVEL TRAILER, OR SIMILAR RECREATION VEHICLE LOCATED, PARKED OR STORED WITHIN FRONT YARD FOR MORE THAN 48 HOURS.
22. ANY VEHICLE, MOTOR HOME, BOAT, TRAILER, TRAVEL TRAILER, OR SIMILAR RECREATION VEHICLE LOCATED, PARKED OR STORED WITHIN A BACK OR SIDE YARD MUST BE SCREENED FROM VIEW FROM ANY STREET.
23. ALL VEHICLES PARKED IN FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON CONCRETE SURFACES.
24. NO RADIO OR TELEVISION TOWERS, AERIAL OR ANTENNA SHALL BE LOCATED ON ANY RESIDENTIAL LOT.
25. SATELLITE DISHES CANNOT EXCEED 24 INCHES IN DIAMETER UNLESS SCREENED FROM VIEW FROM ANY STREET.
26. NO SATELLITE DISHES SHALL BE PERMITTED IN FRONT YARDS, NOR SHALL ANY SATELLITE BE MOUNTED ON THE FRONT PORTION OF ANY RESIDENCE.
27. NO MORE THAN 1 OUTBUILDING IS PERMITTED ON EACH LOT. OUT BUILDINGS MAY BE PLACED ON A LOT PROVIDED THE PLANS AND SPECIFICATIONS FOR THE BUILDING ARE FIRST ARE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.
28. THE MINIMUM STANDARDS FOR STORAGE BUILDINGS ARE AS FOLLOWS:
   A. THEY MUST BE LOCATED IN THE BACKYARD AND SHALL NOT ENCROACH ON ANY UTILITY, ACCESS OR DRAINAGE EASEMENTS.
   B. THE MAXIMUM SIZE SHALL BE 96 SQUARE FEET.
   C. NO BUILDING SHALL BE IN EXCESS OF 8 FEET WIDE, 12 FEET LONG AND 8' IN HEIGHT.
   D. IF THE BUILDING IS OF METAL CONSTRUCTION, THE PEAK OF THE ROOF MUST BE 8 FEET OR UNDER INCLUDING THE FOUNDATION, IF ANY, AND THE BUILDING SHALL NOT BE VISIBLE ABOVE THE PRIVACY FENCE.
   E. OUT BUILDINGS EXCEEDING 6 FEET MUST BE CONSTRUCTED OF THE SAME EXTERIOR WALL AND ROOF MATERIAL AS THE HOUSE.
29. THE MAXIMUM SIZE OF ANY OUTBUILDING SHALL BE 98 SQUARE FEET.
30. NO CARPORTS WILL BE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOT.
31. NO PERMANENT DWELLING, OUTBUILDING, POOL, OR STRUCTURE SHALL BE INSTALLED, BUILT, OR LOCATED WITHIN THE PSO 130' RIGHT-OF-WAY UPON AND ACROSS PORTIONS OF BLOCK 2.
32. EVERY RESIDENCE SHALL HAVE A POURED CONCRETE DRIVEWAY.
33. NO LOT SHALL RECEIVE ELECTRIC SERVICE FROM OVERHEAD WIRE FACILITIES. NO ABOVE GROUND TANK SHALL BE INSTALLED OR PLACED ON THE LOT, NOR SHALL THERE BE ANY ANTENNAS, TRANSMISSION TOWERS, ETC. WITHOUT WRITTEN CONSENT FROM THE ARCHITECTURAL CONTROL COMMITTEE.
34. NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT THAT WILL EXTEND BEYOND THE FRONT WALL OF THE HOUSE.
35. ALL FENCES SHALL BE 6' WOOD PRIVACY FENCING WITH THE FOLLOWING EXCEPTION: HOMES ADJACENT TO COMMON AREAS MAY INSTALL A FENCE ALONG THE REAR PROPERTY LINE THAT WILL ALLOW VISIBILITY INTO THE SHARED COMMON SPACE (PARKS, POOLS, TRAILS, ETC.). THE REAR YARD FENCE MAY BE CONSTRUCTED OF A BLACK POWDER COATED CHAIN LINK FENCE MATERIAL SUPPORTED BY WOODEN POSTS. THIS FENCING SHALL BE ALLOWED ALONG THE REAR PROPERTY LINE ONLY AND ONLY WHERE THE REAR PROPERTY LINE IS ADJACENT TO COMMON PROPERTY.
36. EXTERIOR FENCES ADJACENT TO PUBLIC RIGHTS OF WAY SHALL HAVE THE FINISHED SIDE FACING THE STREET.
37. ANY FENCING TRAVERSING THE WIDTH OF THE PSO 130' EASEMENT UPON AND ACROSS LOTS 19-27, BLOCK 2 SHALL INCLUDE A GATE, MINIMUM OF 14' OPENING WIDTH TO ALLOW PSO ACCESS ALONG ITS RIGHT-OF-WAY.
38. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OR ASSOCIATIONS OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE CROSSING AT 91ST TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF DEVELOPMENT AND MAINTENANCE OF THE COMMON AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE CROSSING AT 91ST.
39. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND SHALL BE SUBJECT TO ASSESSMENT FOR MAINTENANCE AND DEVELOPMENT OF THE COMMON AREAS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A RESIDENTIAL LOT.
40. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THEN THE CONSTRUCTION SHALL BE COMPLETE WITHIN 9 MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
41. ALL SODDED AREAS ARE TO BE KEPT NEATLY MOWED AND EDGED AT ALL TIMES.
42. ALL FRONT YARDS ARE TO BE KEPT FREE OF DEBRIS, SPORTING EQUIPMENT, TOYS, LAWN FURNITURE AND ALL UNSIGHTLY ITEMS.
43. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXISTING THE GARAGE.
44. IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOTS. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES LOCATED WITHIN THE COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION REQUIREMENTS.
45. MATERIALS FOR WALKWAYS AND DRIVEWAYS SHALL BE CONCRETE ONLY AND SHALL MEET THE LOCAL REGULATORY REQUIREMENTS.
46. ON-STREET PARKING IS RESTRICTED PER REQUIREMENTS ESTABLISHED BY THE LOCAL REGULATORY AUTHORITY.

SECTION III. FORMATION AND FUNCTIONS OF THE ASSOCIATION

1. FORMATION OF ASSOCIATION: THE ASSOCIATION SHALL BE INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA AND MAY BE MERGED WITH THE ASSOCIATION OF THE CROSSING AT 91ST. (OR) THE OWNER/DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE CROSSING AT 91ST HEREINAFTER REFERRED TO AS THE "ASSOCIATION" OR "HOMEOWNERS ASSOCIATION", TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF STATE.
2. PURPOSE OF ASSOCIATION: THE ASSOCIATION HAS BEEN OR WILL BE FORMED TO FURTHER THE COMMON INTEREST OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. ASSOCIATION MAY TAKE ACTION IF NONCOMPLIANCE BY LOT OWNERS; COMPLIANCE EXPENDITURES: IN THE EVENT OF THE FAILURE BY AN OWNER OF A LOT TO COMPLY WITH THE PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME BY THE ASSOCIATION, AFTER WRITTEN NOTICE TO THE OWNER OF THE LOT MAILED OR DELIVERED TO THE OWNER OF THE LOT AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS, AND WITH THE RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH LOT OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS; FINES: THE ASSOCIATION OR ITS BOARD OF DIRECTORS SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH LOT OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH LOT OWNER'S TENANTS, GUESTS AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE ASSOCIATION OR ITS BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION THROUGH REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY OWNER/DEVELOPER: THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD 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 OWNER/DEVELOPER, OR ITS ASSIGNEE, IN THE L