

**FINAL PLAT  
OF  
CASH ADDITION  
IN THE NE/4 OF SECTION 7, T17N, R16E, I.B.&M.,  
WAGONER COUNTY, STATE OF OKLAHOMA**

SHEET 2 OF 2

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Fee: \$ 44.00  
Lori Hendricks, Wagoner County Clerk  
Wagoner County - State of Oklahoma



**RESTRICTED COVENANTS  
FOR  
CASH ADDITION**

**1.7 PRIVATE SANITARY SEWAGE**

1.7.1 WITHIN THIS SUBDIVISION, SEWAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL AEROBIC TANK DISPOSAL OR SEPTIC SYSTEMS, WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. NO AEROBIC TANK DISPOSAL SYSTEM SHALL BE INSTALLED WITHIN ANY LOT UNTIL THE PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE OKLAHOMA DEPARTMENT ENVIRONMENTAL QUALITY AND A PERMIT ISSUED.

**A. HOMEOWNER/DEVELOPERS' ASSOCIATION  
FORMATION OF HOMEOWNERS' ASSOCIATION**

THE OWNER/DEVELOPER HEREBY FORMS THE CASH ADDITION HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE CASH ADDITION SUBDIVISION (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NONPROFIT CORPORATE ENTITY ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS, INCLUDING EAST 133RD STREET SOUTH AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF CASH ADDITION. SPECIFICALLY, THE ASSOCIATION WILL BE RESPONSIBLE FOR MAINTAINING EAST 133RD STREET SOUTH AS A PRIVATE STREET FOR THE MUTUAL ACCESS OF ALL ADJACENT LANDOWNERS, ALONG WITH MAKING CERTAIN THAT ALL RESTRICTIONS AND COVENANTS SET FORTH HEREIN ARE COMPLIED WITH BY ALL MEMBERS.

**B. MEMBERSHIP**

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNER OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

**C. COVENANTS FOR ASSESSMENTS - GENERAL AND SPECIAL**

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER OR BOARD OF DIRECTORS. AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

**GENERAL ASSESSMENTS:** THE ASSOCIATION MEMBERS, BY A VOTE OF NOT LESS THAN 9 OF THE 16 MEMBERS SHALL SET A GENERAL ASSESSMENT OF A MONTHLY FEE NECESSARY TO MAINTAIN EAST 133RD STREET SOUTH. THESE MAINTENANCE COSTS SHALL BE FOR THE PURPOSE OF GRADING, GRAVELING, ETC., OF EAST 133RD STREET SOUTH. THIS INCLUDES THE MOWING OF GRASS, UPKEEP ETC., OF THE ENTRANCEWAY AND OF THE EASEMENT AREAS ALONGSIDE EAST 133RD STREET SOUTH AND MAILBOX FACILITY.

**SPECIAL ASSESSMENTS:** FROM TIME TO TIME, THE ASSOCIATION, BY A VOTE OF NOT LESS THAN 9 OF THE 16 MEMBERS MAY SET A SPECIAL ASSESSMENT TO PAY FOR THE COSTS OF IMPROVEMENTS TO EAST 133RD STREET SOUTH.

- 2.1.1 ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 1500 SQUARE FEET OF LIVING AREA, ONE AND ONE-HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 1800 SQUARE FEET OF LIVING AREA.
- 2.1.2 A MINIMUM OF 30% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.
- CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.
- 2.1.3 A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AND A MAXIMUM OF FIVE AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE.
- 2.1.4 NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

**2.2.5 FENCES**

A. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE.

B. FENCES SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, VINYL OR CHAIN LINK.

2.2.6 ALL DRIVEWAYS, APPROACHES, PARKING AREAS AND BUILDING SLABS SHALL BE CONSTRUCTED FROM CONCRETE.

2.2.7 SWIMMING POOLS ARE PERMITTED, PROVIDED THAT THEY ARE LOCATED IN THE BACK "DWELLING YARD" ONLY AND PRIVATE FENCING IS REQUIRED PER SAFETY REQUIREMENTS.

2.2.8 INOPERATIVE VEHICLES MUST BE PARKED INSIDE A GARAGE OR OUTBUILDING, AND SHALL NOT BE PARKED OUTSIDE FOR ANY PERIOD OF TIME.

2.2.9 THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER, AND TALL GRASS. ALL TRASH, GARBAGE, RUBBISH, OR LITTER SHALL BE KEPT IN CONTAINERS ADEQUATE FOR THAT PURPOSE AND SHALL BE STORED AND CONCEALED FROM VIEW UNTIL THE DESIGNATED DATE FOR COLLECTION. DWELLING YARD GRASS MAY NOT BE HIGHER THAN 12 INCHES AT ANYTIME.

2.2.10 ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

2.2.11 NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE".

2.2.12 NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

2.2.13 ALL LOTS SHALL BE LANDSCAPED WITHIN 90 DAYS AFTER FINAL INSPECTION.

2.2.14 EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, AND COUNTY REGULATIONS REGARDING USE AND OCCUPANCY OF OWNERS PROPERTY.

2.2.15 IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF CASH ADDITION COVENANTS AND THE TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO TENANT THE OWNER SHALL ENDEAVOR TO INSURE THAT THE TENANT SHALL COMPLY WITH THE COVENANTS AND REQUIREMENTS HERE IN. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNERS ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION OF THE PART OF THE TENANT.

2.2.16 THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUCTED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION, AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

THE OWNER AND DEVELOPER OF "CASH ADDITION" RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIME SO LONG AS IT IS OWNER OF TWO OR MORE LOTS TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE COUNTY CLERK'S OFFICE AT THE COURT HOUSE OF WAGONER COUNTY, OKLAHOMA.

Certified True Copy  
LORI HENDRICKS, COUNTY CLERK  
Wagoner County, Okla.  
By *M. J. Hendricks* DEPUTY