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Lori Hendricks - Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC 5 - 443A

COUNTRY MEADOWS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COUNTRY MEADOWS

KNOW ALL MEN BY THESE PRESENTS: THAT H2 INVESTMENT PROPERTIES, LLC (THE "OWNER/DEVELOPER") IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP SEVENTEEN NORTH (T-17-N), RANGE SIXTEEN EAST (R-16-E) OF THE INDIAN BASE AND MERIDIAN (I.B.M.), WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land belonging at the NW Corner of the W1/2 of the NW1/4 of the NE1/4 of Section 18 Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, thence East 331.00 feet, thence South 400.00 feet, thence West 331.00 feet, thence North 400.00 feet to the Point of Beginning. Containing 3.04 acres more or less.

AND HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT, WHICH IS HEREBY ACCEPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "COUNTRY MEADOWS", AN ADDITION TO THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, (THE "SUBDIVISION").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS:

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITIES, EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN;

PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS SHOWN IN SAID PLAT FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATION OR TELEPHONE SERVICE.

1.2 ELECTRIC, GAS AND COMMUNICATION SERVICE:

(A) OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC OR COMMUNICATION SERVICES MAY BE LOCATED ALONG THE WEST BOUNDARY OF THE SUBDIVISION (ALONG 297TH EAST AVENUE).

(B) STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES SHALL BE UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLOT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES AND COMMUNICATION PEDESTALS, MAY ALSO BE LOCATED IN SAID EASEMENT WAYS.

(C) UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RAN FROM THE NEAREST SERVICE

PEDESTAL, TRANSFORMER OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC, COMMUNICATION OR GAS SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR GAS LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON SAID HOUSE.

(D) THE SUPPLIER OF ELECTRIC, COMMUNICATION OR GAS SERVICE, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, COMMUNICATION OR GAS FACILITIES SO INSTALLED BY THEM.

(E) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION OR GAS FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, COMMUNICATION OR GAS FACILITIES. THE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, COMMUNICATION OR GAS FACILITIES BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

(F) THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, COMMUNICATION AND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, COMMUNICATION AND GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.3 PUBLIC UTILITY SERVICE:

(A) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC UTILITY MAINS LOCATED ON OR IN THEIR LOT.

(B) WITHIN THE DEPICTED UTILITY EASEMENT AREAS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF PUBLIC UTILITY MAINS, ALL GROUND LEVEL APERTURES INCLUDING: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

(C) THE CITY OF COWETA OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC UTILITY MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

(D) THE CITY OF COWETA OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND PUBLIC FACILITIES.

(E) THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC UTILITY FACILITIES WITHIN THE EASEMENT AREAS; PROVIDED, HOWEVER, THE CITY OF COWETA SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

(F) THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.3 SHALL BE ENFORCEABLE BY THE CITY OF COWETA OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.5 RESERVE/LANDSCAPE EASEMENT:

THE OWNER/DEVELOPER HEREIN ESTABLISHES FOR THE BENEFIT OF THE PROPERTY OWNERS ASSOCIATION, A PERPETUAL EASEMENT, AS DEPICTED ON THE ACCOMPANYING PLAT AS RESERVE/LANDSCAPE EASEMENT FOR THE PURPOSES OF THE ERECTION AND MAINTENANCE OF DECORATIVE FENCING AND WALLS, LANDSCAPING AND IRRIGATION SYSTEM. MAINTENANCE OF SUCH FACILITIES SHALL BE THE OBLIGATION OF THE PROPERTY OWNERS ASSOCIATION. THE CITY OF COWETA AND THE PRIVATE UTILITY COMPANIES SHALL HAVE THE RIGHT TO ESTABLISH AND MAINTAIN UTILITIES ON ALL RESERVE/LANDSCAPE EASEMENTS.

THE CITY OF COWETA MAY, AT ANY TIME, REMOVE SUCH LANDSCAPE FOR THE BETTERMENT OF THE PUBLIC INTEREST.

SECTION II PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER ITS SUCCESSORS AND ASSIGNS.

WHEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS:

2.1 ARCHITECTURAL CONTROL COMMITTEE – PLAN REVIEW:

(A) NO BUILDING, FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, DRAINAGE PLANS, GRADING PLANS, EXTERIOR COLOR SCHEME, AND MATERIAL THEREOF, AND PLOT PLAN WHICH SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAS BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE COMPOSED OF DAN HOLCOMB OR DULY AUTHORIZED REPRESENTATIVE(S), ASSIGN(S) OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER(S) SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEMES, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE(S) WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER(S) SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

(B) THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER IN WRITING. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FOR MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

(C) THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE WHEN ONE HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN CLOSED. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

2.2 FLOOR AREA OF DWELLINGS:

(A) SINGLE-STORY. A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 1,300 SQUARE FEET OF FINISHED HEATED LIVING AREA.

(B) 1300 SQUARE FOOT MINIMUM ON LOWER LEVEL. TWO-STORY AND STORY-AND-A-HALF. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,600 SQUARE FEET OF FINISHED HEATED LIVING AREA.

(C) COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES (7'-6") IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN FEET SIX INCHES (7'-6") FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE FEET (5') IN HEIGHT SHALL BE EXCLUDED.

(D) WAIVER: THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPHS A AND B OF THIS SECTION.

2.3 GARAGE:

EACH DWELLING SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO (2) AUTOMOBILES.

2.4 BUILDING MATERIAL REQUIREMENTS:

(A) STEM WALLS. ALL EXPOSED FACES OF FOUNDATION OR STEM WALLS SHALL BE OF

BRICK OR STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO CONCRETE FACE OF STEM WALLS WILL BE EXPOSED.

(B) ROOFING. NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 EXCEPT THAT IT MAY HAVE A FLAT ROOF EQUAL TO NO MORE THAN TWENTY PER CENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES, SUBJECT TO APPROVAL OF OWNER. WOOD GRAINED COMPOSITION ROOFING MATERIAL HAVING A THIRTY (30) YEAR OR MORE RATING (SUCH AS "TAMKO HERITAGE 30 WEATHERED WOOD") AND SLATE WITH A WEATHERED WOOD COLOR AND APPEARANCE, SHALL BE USED ON ALL HOMES IN THE SUBDIVISION. THE COMMITTEE MAY, BUT SHALL NOT BE OBLIGATED TO WAIVE THIS RESTRICTION. PROVIDED, HOWEVER, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY THE COMMITTEE.

(C) EXTERIOR WALLS. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST FIFTY PERCENT (50%) MASONRY; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS (EXCLUSIVE OF FIREPLACE CHOSEN).

(D) WINDOWS. ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD WILL BE ALL VINYL WINDOWS. FRAMES WILL BE IN COLOR HARMONY WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE POINTED, SEALED OR STAINED.

(E) CHIMNEYS. ALL CHIMNEYS VISIBLE FROM THE STREET SHALL BE SIDING. CHIMNEY CAPS SHALL BE RECTANGULAR AND SHALL BE A DARK EARTH TONE.

(F) MAIL BOXES. ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE STANDARD MAIL BOXES.

(G) WAIVER. THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE.

2.5 COMMERCIAL STRUCTURES:

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED FOR BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSES ON ANY PORTION OF ANY LOT.

2.6 NOXIOUS ACTIVITY:

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

2.7 SIGNS PROHIBITED:

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT AS FOLLOWS:

(A) SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED NINE (9) SQUARE FEET IN DISPLAY SURFACE AREA.

(B) DURING THE DEVELOPMENT PERIOD OF COUNTRY MEADOWS, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT MAY BE LOCATED AT THE ENTRANCES TO COUNTRY MEADOWS.

(C) PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO COUNTRY MEADOWS IN THE PROVIDED RESERVES OR SIGN EASEMENTS AS SHOWN ON THE PLAT.

2.8 EXISTING BUILDING:

NO EXISTING BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACED ON ANY LOT.

2.9 TEMPORARY STRUCTURES AND OUTBUILDINGS:

(A) NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING NOR ANY STRUCTURE EXCEPT THAT ATTACHED TO THE HOUSE IS ALLOWED AND MUST BE COMPATIBLE WITH THE HOUSE ARCHITECTURE.

2.10 VEHICLE STORAGE AND PARKING:

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO BOATS, BOAT TRAILERS, PERSONAL WATER CRAFT, MOTORCYCLES, HOUSE TRAILERS, CAMPERS, MOTOR HOMES, PANEL TRUCKS, CAMPER TRAILERS, RECREATIONAL VEHICLES OR SIMILAR VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE, FRONT OR REAR YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE, SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY , STREET OR NEIGHBORING LOT WITHIN ABUTTING SUBDIVISIONS.

2.11 ANTENNAS; TRAILERS AND CAMPERS:

NO FACILITIES, INCLUDING POLES AND WIRES, FOR THE TRANSMISSION OR GENERATION OF ELECTRICITY, TELEPHONE MESSAGES AND THE LIKE, SHALL BE PLACED OR MAINTAINED ABOVE THE SURFACE OF THE GROUND ON ANY LOT AND NO EXTERNAL OR OUTSIDE ANTENNAS OR SATELLITE DISH SHALL BE LOCATED UPON ANY LOT, EXCEPT A RECEIVER DISH NOT TO EXCEED 20-INCHES IN DIAMETER WHICH IS ATTACHED TO THE DWELLING AND NOT VISIBLE FROM THE PUBLIC STREET. NO ACTIVITY SHALL BE CONDUCTED ON ANY LOT WHICH INTERFERES WITH TELEVISION OR RADIO RECEPTION ON ANY OTHER LOT.

2.12 HOME OPERATED BUSINESSES:

NO HOME OPERATED BUSINESSES SHALL BE ALLOWED.

2.13 INTERIOR FENCES OR WALLS:

INTERIOR FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

(A) NO SUCH FENCE SHALL EXCEED FOUR FEET (4') IN HEIGHT. NO FENCE SHALL BE ERECTED OR MAINTAINED NEARER TO THE STREETS WITHIN THE SUBDIVISION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT EXCEPT FOR DECORATIVE FENCES SET FORTH IN PARAGRAPH (B) IMMEDIATELY BELOW. EXCEPT AS SET FORTH IN PARAGRAPHS (B) AND (C) IMMEDIATELY BELOW, ALL FOUR FOOT (4') FENCES OCCURRING ON THE LOT OR PROPERTY LINES AND TYING BACK TO THE HOUSE STRUCTURE WILL BE CONSTRUCTED OF FOUR FOOT (4') BLACK VINYL-COATED CHAIN LINK WITH TREATED WOOD POSTS AND TOP RAILS.

(B) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS SHALL NOT EXCEED THREE FEET (3') IN HEIGHT AND SHALL BE OF THE SOME DECOR, MATERIALS, (I.E., WROUGHT IRON, ETC.) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. NOTE: SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE LINE FROM FRONT TO BACK AND SIDE TO SIDE AND NOT LOCATED ON THE LOT LINE, NOT TO EXCEED 3,500 SQUARE FEET.

(C) NO FENCE OR WALL SHALL BE ERECTED ON ANY LOT UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS PROVIDED IN THIS SECTION ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE IN A PARTICULAR INSTANCE THE REQUIREMENTS OR LIMITATIONS SET FORTH IN PARAGRAPHS 3.12 (A) AND 3.12 (B) OF THIS SECTION.

2.14 LANDSCAPING REQUIREMENTS:

EACH LOT OWNER SHALL COMPLETELY SOD THE YARD FROM THE REAR OF THE LOT TO THE STREET CURB AFTER COMPLETION OF CONSTRUCTION OF THE HOUSE.

SECTION III PROPERTY OWNERS ASSOCIATION

3.1 FORMATION OF ASSOCIATION:

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED COUNTRY MEADOWS PROPERTY OWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT ENTITY ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVES AND COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF COUNTRY MEADOWS.

3.2 MEMBERSHIP:

EVERY PERSON OR ENTITY, WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN COUNTRY MEADOWS, SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP 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. THE DEVELOPERS OF COUNTRY MEADOWS SHALL MAINTAIN THREE (3) VOTES PER LOT OWNED FOR ELECTION TO THE BOARD OF DIRECTORS AND FOR ANY OTHER VOTING OF THE ASSOCIATION.

3.3 COVENANT FOR ASSESSMENTS:

THE OWNERS AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF AND ON OBTAINING AN OCCUPANCY PERMIT FROM THE CITY OF COWETA, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION AN ANNUAL ASSESSMENT AS ESTABLISHED BY THE BOARD OF DIRECTORS, NOT TO EXCEED $100.00 PER YEAR PER LOT OWNED; PROVIDED, HOWEVER, THE BOARD OF DIRECTORS MAY INCREASE EACH YEAR SUBSEQUENT TO THE INITIAL ASSESSMENT YEAR, THE MAXIMUM ASSESSMENT BY THE PERCENTAGE INCREASE, IF ANY, SHALL BE TEN PERCENT (10%) AS LONG AS A DEVELOPER OR HOME BUILDER IS THE OWNER OF A LOT, THEY SHALL BE EXEMPT FROM SAID ANNUAL ASSESSMENT AND/OR ASSOCIATION DUES.

3.4 CERTAIN RIGHTS OF THE ASSOCIATION:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS WITHIN THIS DOCUMENT CONTAINED, AND SHALL HAVE THE RIGHT TO ENFORCE SAID COVENANTS AND AGREEMENTS.

3.5 BONDING:

IT SHALL BE REQUIRED THAT THE SECRETARY/TREASURER OF THE PROPERTY OWNERS ASSOCIATION OF COUNTRY MEADOWS BE BONDED. THE ASSOCIATION WILL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR SAID APPROPRIATE BONDING.

SECTION IV ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

4.1 ENFORCEMENT.

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, THEIR SUCCESSORS, ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM, WITHIN THE PROVISIONS OF SUBSECTION 1.1, PUBLIC STREETS AND GENERAL UTILITY EASEMENTS; SUBSECTION 1.2, ELECTRIC, GAS AND COMMUNICATION SERVICE; SUBSECTION 1.3, PUBLIC UTILITY SERVICE; SUBSECTION 1.4, RESERVE/LANDSCAPE EASEMENT. THE COVENANTS WITHIN SECTION II AND SECTION III SHALL INURE TO THE BENEFIT OF OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND THE PROPERTY OWNERS ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE OWNER/DEVELOPER OR OWNERS OF LOTS WITHIN THE SUBDIVISION, OR THEIR SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION OR THE PROPERTY OWNERS ASSOCIATION TO MAINTAIN ANY ACTION IN LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

4.2 DURATION:

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2028 AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

4.3 AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I AND SECTION II MAY BE AMENDED, MODIFIED, CHANGED OR CANCELED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN NINETY-FIVE PERCENT (95%) OF THE LOTS WITHIN THE SUBDIVISION. APPROVED BY THE CITY OF COWETA AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

4.4 SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE,