

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

FINAL SUBDIVISION PLAT
EAGLE POINT III

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



PLC5 - 442B

KNOW ALL MEN BY THESE PRESENTS

PART OF THE NW/4 OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 15 EAST AN ADDITION TO WAGONER COUNTY, OKLAHOMA.

ARMORY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE COUNTY OF WAGONER, STATE OF OKLAHOMA, TO WIT:

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-two (32) of Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Commencing at the NW corner of the NW/4 of Sec. 32, T-18-N, R-15-E, I.B.&M.; Thence S 01°07'17" E along the west line of said NW/4 a distance of 1230.79 feet to the Point of Beginning; Thence S 01°07'17" E a distance of 1411.03 feet to the SW corner of said NW/4; Thence N 88°49'05" E a distance of 1319.93 feet to the SE corner of the SW/4 of said NW/4; Thence N 01°10'09" W along the east line of said SW/4 NW/4 a distance of 1321.87 feet; Thence along a curve to the right having a radius of 260.00 feet, a central angle of 25°00'13", a chord bearing of N 11°19'57" E, a chord length of 112.56 feet, for a distance of 113.46 feet; Thence N 23°50'04" E a distance of 103.46 feet; Thence along a curve to the right having a radius of 25.00 feet, a central angle of 85°34'24", a chord bearing of N 66°37'16" E, a chord length of 33.96 feet, for a distance of 37.34 feet; Thence N 19°24'28" E a distance of 60.00 feet; Thence along a curve to the right having a radius of 370.00 feet, a central angle of 0°42'53", a chord bearing of N 68°22'44" W, a chord length of 28.58 feet, for a distance of 28.59 feet; Thence N 66°09'56" W a distance of 360.29 feet to the boundary of EAGLE POINT II, according to the recorded residential subdivision plat, thereof; Thence S 23°50'04" W (and along the boundary of said EAGLE POINT II until otherwise noted) a distance of 30.00 feet; Thence S 66°09'56" E a distance of 94.94 feet; Thence S 23°50'04" W a distance of 367.44 feet; Thence S 88°50'04" W a distance of 555.37 feet; Thence N 81°09'56" W a distance of 305.80 feet; Thence S 88°50'04" W a distance of 148.04 feet to the Point of Beginning.

AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS "EAGLE POINT III", A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE 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, 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 UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATION OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC, GAS AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG EAST 111TH STREET OR SOUTH 209TH EAST AVENUE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, GAS AND COMMUNICATION SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS DESIGNATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, GAS AND COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, GAS OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, GAS OR COMMUNICATION FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER, SEWER, SOLID SEWER, AND NATURAL GAS DISTRICT NO. 4 OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER 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.

4. WAGONER COUNTY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER 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.

5. WAGONER COUNTY RURAL WATER, SEWER, SOLID SEWER, AND NATURAL GAS DISTRICT NO. 4 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE, AND NATURAL GAS DISTRICT NO. 4 OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

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

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

THE FOREGOING COVENANT CONCERNING PAVING AND LANDSCAPING WITHIN EASEMENTS SHALL BE ENFORCEABLE BY WAGONER COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

F. LIMITS OF NO ACCESS
THE UNDERSIGNED DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO 111TH STREET SOUTH OR 209TH STREET EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) AS SHOWN ON THE ATTACHED PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE MODIFIED, AMENDED, OR RELEASED BY THE CONCURRING APPROVAL OF WAGONER COUNTY, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

THE FOREGOING COVENANT CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY WAGONER COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

G. RESERVE AREAS

1. EASEMENT IN RESERVE AREAS. DECLARANT HEREBY DEDICATES AND CONVEYS TO EACH OWNER A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE RESERVE AREAS; PROVIDED, HOWEVER, NO RESERVE AREAS MAY BE USED FOR GROUP EVENTS OR OTHER GROUP USES EXCEPT AS AUTHORIZED FROM TIME TO TIME BY THE BOARD. SAID RIGHT AND EASEMENT SHALL NOT BE PERSONAL, BUT SHALL BE CONSIDERED TO BE APPURTENANT TO SAID LOTS, WHETHER SPECIFICALLY SET FORTH IN DEEDS TO THE LOTS OR NOT. DECLARANT HEREBY CONVEYS TO EACH OWNER A RIGHT AND EASEMENT THAT WILL CONVEY BY SPECIAL WARRANTY DEED, AT SUCH TIME AS DECLARANT NO LONGER OWNS ANY LOT, OR SUCH EARLIER DATE AS DECLARANT SHALL DETERMINE IN ITS SOLE DISCRETION, A FEE SIMPLE TITLE TO THE RESERVE AREAS TO THE ASSOCIATION, FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT ANY CURRENT AD VALOREM OR SPECIAL ASSESSMENT TAXES. THE ASSOCIATION SHALL ACCEPT TITLE TO SUCH RESERVE AREAS, TOGETHER WITH THE RESPONSIBILITY TO PERFORM ANY AND ALL FUNCTIONS AND DUTIES ASSOCIATED THEREWITH, INCLUDING THE RESPONSIBILITY FOR THE PAYMENT OF TAXES AND INSURANCE ON THE RESERVE AREAS AND FOR THE PROPER MAINTENANCE OF THE OPEN SPACES. THE TITLE TO THE RESERVE AREAS VESTED IN THE ASSOCIATION SHALL BE SUBJECT TO THE RIGHTS AND EASEMENTS OF ENJOYMENT IN AND TO SUCH RESERVE AREAS BY ITS MEMBERS.

2. DESCRIPTION OF RESERVE AREAS. THE RESERVE AREAS CONSIST OF THE FOLLOWING REAL ESTATE:

- (a) RESERVE AREAS AS SHOWN ON THE FINAL PLAT.
- (b) EASEMENTS AS LISTED IN SECTION 1 ON THE FINAL PLAT.

3. RESERVATION OF RIGHTS IN RESERVE AREAS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, DECLARANT RESERVES THE RIGHT TO GRANT EASEMENTS WITHIN THE RESERVE AREAS FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, DRAINAGE COURSE, PUBLIC WALKWAYS AND OTHER PUBLIC UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE RESERVE AREAS.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2010 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS, INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- 1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- 2. NO BUILDING SHALL BE LOCATED NEARER THAN 50 FEET FROM THE FRONT LOT LINE WHICH IS IN THE CENTER OF THE STREET, NOR NEARER THEN 7 1/2 FEET OF ANY SIDE LOT LINE.
- 3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO COMMERCIAL BUSINESS OF ANY KIND OR NATURE SHALL BE CONDUCTED ON THE DESCRIBED PROPERTY. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- 4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A SMALL BARN, NOT TO EXCEED THE HEIGHT OF THE DWELLING, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION.
- 5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED IN THIS TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- 6. NO DWELLING SHALL BE ERRECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 2,000 SQUARE FEET IN AREA, AND THE FRONT EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE AT LEAST 100% MASONRY.
- 7. ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 1/2 PITCH FOR ROOF SYSTEMS SHALL BE USED.
- 8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERRECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- 9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- 10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- 11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.
- 12. ALL INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE CONSTRUCTED, EQUIPPED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.
- 13. EACH COMPLETED HOME MUST BE FULLY SODDED FRONT AND SIDE YARDS; AT LEAST ONE 1 1/2" CALIPER TREE PLANTED IN THE FRONT YARD AND AT LEAST \$600 WORTH OF ADDITIONAL LANDSCAPING PLACED IN THE FRONT YARD.

B. DEFINITIONS

- 1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- 2. ASSOCIATION. ASSOCIATION SHALL MEAN EAGLE POINT PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- 3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.

- 5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION COMMON NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- 6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.

7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR OR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.

8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE POINT II.

9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.

10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.

11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.

12. PLAT. PLAT SHALL MEAN THE PLAT OF EAGLE POINT II, WAGONER COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE WAGONER COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.

13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS, IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS 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 HEREUUNDER 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, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. 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 HEREAFTER 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 ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUUNDER, 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 HEREAFTER AUTHORIZED IN WRITING. THE PARTICULAR WAIVER NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2010, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS FIRST, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT, EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING. PROVIDED THAT APPROVAL SHALL BE DEEMED TO HAVE BEEN OBTAINED IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.

6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$50 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2006 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLY TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.