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

PLC 5 - 458B

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT HANSEN ROAD, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, (HEREINAFTER DEVELOPER), IS THE SOLE OWNER IN FEE SIMPLE TITLE TO THE REAL ESTATE (HEREINAFTER PROPERTY) SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS, TO-WIT:

THE N ½ OF THE SW ¼ OF SECTION 4, T18N, R16E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA. LESS THE FOLLOWING: A TRACT OF LAND LOCATED IN THE SW ¼ OF SECTION 4, T18N, R16E OF THE I.B.&M., ACCORDING TO THE US GOVERNMENT SURVEY, THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE SW ¼ OF SECTION 4, T18N, R16E OF THE I.B.&M., THENCE S01°27'18 E ALONG THE WEST LINE OF SAID SW ¼ A DISTANCE OF 990.48 FEET TO THE POINT OF BEGINNING; THENCE N88°44'22 E A DISTANCE OF 1388.00 FEET; THENCE S01°27'18 E A DISTANCE OF 329.97 FEET TO THE SOUTH LINE OF THE N ½ OF SAID SW ¼; THENCE S88°43'52 W A DISTANCE OF 1388.00 FEET TO THE SW CORNER OF SAID N ½ SW 1/4 ; THENCE N01°27'18 W A DISTANCE OF 330.18 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.517 ACRES, MORE OR LESS.

IN TOTAL CONTAINING 69.60 ACRES, MORE OR LESS.

DEVELOPER DOES HEREBY CERTIFY THAT DEVELOPER HAS CAUSED THE PROPERTY TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS, STREETS, EASEMENTS, DETENTION AREAS, AND RIGHT-OF-WAYS IN CONFORMITY WITH THE RECORDED PLAT, AND DEVELOPER DOES HEREBY ADOPT THE SAME AS THE PLAT OF THE PROPERTY, AND NAMES AND DESIGNATES THE PROPERTY AS THE FARMS ON HANSEN ROAD, (HEREINAFTER ADDITION), A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA.

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE AND THE RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (THE FARMS ON HANSEN ROAD) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINE, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO IT'S ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED UPON SAID EASEMENT; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE ON OBSTRUCTION AS AFORESAID.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC , TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST, NORTH, EAST AND SOUTH SIDES OF THE SUBDIVISION ALONG 321st East Ave. (Hansen Road). ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

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 INSTILLATION 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 AND EFFECTIVE NON-EXCLUSIVE 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, TELEPHONE, AND CABLE TELEVISION, AND GAS SERVICE THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING 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, TELEPHONE, CABLE TELEVISION OR GAS 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, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

C. WATER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.

2. WITHIN RESTRICTED WATER LINE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE 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 DISTRICT NO. 4, HEREINAFTER REFERRED TO AS "RWD NO.4", OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. RWD NO. 4 OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES OWNED BY IT.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY RWD NO. 4, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

6. WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF RWD NO. 4, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO RWD NO. 4. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE IF ANY THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED 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 ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS OR CONTRACTORS.

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

E. LOT GRADING, SURFACE DRAINAGE AND OVERLAND DRAINAGE EASEMENTS

1. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE DRAINAGE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY BUILDING, FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS/HER LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY WAGONER COUNTY, OKLAHOMA.

2. THE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS OVERLAND DRAINAGE EASEMENTS (HEREINAFTER ODE) ARE HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF ALL LOTS WITHIN THE ADDITION FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING OVERLAND STORM WATER DRAINAGE FACILITIES. THE ODE FACILITIES SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

   a. ALL ODE AREAS SHALL MAINTAIN EROSION CONTROL BY GROWING GRASS OR SIMILAR FOLIAGE. SUCH GRASS OR FOLIAGE SHALL BE KEPT MOWED AS NEEDED.

   b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN WORKING CONDITION.

   c. THE AREA WITHIN THE EASEMENT SHALL BE KEPT REASONABLY FREE OF DEBRIS, SILT, OR ANY OBSTRUCTIONS.

3. MAINTENANCE OF EACH ODE SHALL BE VESTED IN THE OWNER OF THE LOT IN WHICH THE ODE EXISTS. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PORTION OF THE ODE WITHIN HIS/HER LOT BOUNDARIES AND IT SHALL BE THE LOT OWNER'S DUTY TO MAINTAIN SAID PORTION IN ACCORDANCE WITH THE AFOREMENTIONED STANDARDS.

4. IN THE EVENT A LOT OWNER FAILS TO PROPERLY MAINTAIN HIS/HER PORTION OF THE ODE AREAS OR FACILITIES, THEN THE FARMS ON HANSEN ROAD HOMEOWNER'S ASSOCIATION (HEREINAFTER ASSOCIATION), OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE AFFECTED ODE AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE, AND SAID LOT OWNER SHALL PAY 50 (FIFTY) PERCENT OF THE COST OF SAID MAINTENANCE ON HIS/HER LOT AND THE REMAINING COST SHALL BE PAID BY THE ASSOCIATION.

5. IN THE EVENT A LOT OWNER FAILS TO PAY, WITHIN 90 (NINETY) DAYS, HIS/HER PORTION OF THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE ASSOCIATION MAY FILE OF RECORD A COPY OF SAID LOT OWNER'S STATEMENT OF COST, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SAID LOT. SUCH LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE FILED OF RECORD.

F. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREET WITHIN THE BOUNDS DESIGNATED AS LIMITS OF NO ACCESS (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY WAGONER COUNTY APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

2. THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY WAGONER COUNTY, AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. PRIVATE SANITARY SEWER

1. WITHIN THIS SUBDIVISION, SEWERAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS OR ALTERNATIVE SEPTIC SYSTEMS WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

2. THE APPROVAL AND RELEASE OF THE PLAT OF THIS SUBDIVISION DOES CONSTITUTE A GUARANTY OR WARRANTY THAT EACH SEPTIC TANK SYSTEM OR ALTERNATIVE SEPTIC SYSTEM WILL FUNCTION PROPERLY.

3. NO SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM SHALL BE INSTALLED WITHIN ANY LOT UNTIL THE PLANS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND PERMIT DULY ISSUED.

4. IF NOT PROVIDED BY THE DEVELOPER, THE OWNER MAY OR MAY NOT BE RESPONSIBLE FOR SUPPLYING PERC TESTING INFORMATION TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL OF SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEMS.

5. THE SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM, AND THE SEWER SERVICE LINE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS.

6. PLANS TO BE SUBMITTED TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY SHALL INCLUDE A SEWER LINE LOCATED AND DESIGNED TO PERMIT EFFECTIVE CONNECTION TO FUTURE POSSIBLE PUBLIC SANITARY SEWER EXTENSIONS TO THE LOT.

7. SUBSEQUENT TO INSTALLATION OF THE SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM, NO DRIVEWAY, PAVEMENT, SWIMMING POOL, LAWN SPRINKLER SYSTEM, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA OF THE LOT CONTAINING SEPTIC TANK, SEPTIC SYSTEM LATERAL LINES OR ALTERNATIVE SEPTIC SYSTEM.

8. THE FORGOING COVENANTS CONCERNING SEWERAGE FACILITIES SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

H. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

1. THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE WAGONER COUNTY PLANNING COMMISSION. THE DEVELOPMENT AND USE OF THE FARMS ON HANSEN ROAD SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SITE PLANS, AS MAY BE LATER APPROVED BY THE WAGONER COUNTY PLANNING COMMISSION OR ITS SUCCESSORS.

I. DEFINITIONS

1. IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE WAGONER COUNTY PLANNING COMMISSION ZONING CODE AS THE SAME EXISTED ON February 10, 2020.

SECTION II
RESTRICTIONS & COVENANTS

ARTICLE 1

ARCHITECTURAL COMMITTEE PLAN REVIEW

1.1 NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS ADDITION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING 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 AT LEAST ONE MEMBER OF THE ARCHITECTURAL COMMITTEE WHICH SHALL BE COMPOSED OF BENJAMIN MAIER, OR HIS DULY AUTHORIZED REPRESENTATIVE OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE-NAMED ARCHITECTURAL COMMITTEE THE REMAINING MEMBER SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE SAME AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE THE 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 PREDECESSOR, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 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.

1.2 THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE ADDITION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, SHALL 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE OF APPROVAL HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, 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 COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS ADDITION FROM MAINTAINING LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THIS ADDITION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

1.3 THE ARCHITECTURAL COMMITTEE SHALL REMAIN IN FORCE AND EFFECT SO LONG AS THE DEVELOPER OWNS ONE OR MORE LOTS IN THE FARMS ON HANSEN ROAD OR AS LONG AS THE HOMEOWNER'S ASSOCIATION EXISTS, WHICHEVER COMES LAST. THE DEVELOPER SHALL BE GRANTED ALL AUTHORITY AND OBLIGATION OF THE ARCHITECTURAL COMMITTEE SO LONG AS THE DEVELOPER OWNS ONE OR MORE LOTS IN THE FARMS ON HANSEN ROAD OR THE DEVELOPER TURNS OVER SUCH AUTHORITY AND RESPONSIBILITY TO THE OFFICERS OF THE ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS.

ARTICLE 2

DWELLINGS AND LOT IMPROVEMENTS

2.1 ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 1500 SQUARE FEET OF HEATED LIVING AREA. ONE AND ONE HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 1800 SQUARE FEET OF HEATED LIVING AREA.

2.2 CONCRETE STEM WALLS AND SLABS AND FOUNDATIONS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

2.3 A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. CAR PORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE OR SHALL BE CONSTRUCTED OF A COLOR COORDINATED METAL (NO GALVANIZED METAL IS PERMITTED). NO GARAGE LOCATED ON ANY LOT WITHIN THE ADDITION SHALL EVER BE CONVERTED TO ANY OTHER USE THAN HOUSING AUTOMOBILES, BOATS, OR OTHER VEHICLES UNLESS A NEW GARAGE IS BUILT IN ACCORDANCE WITH PREVIOUSLY MENTIONED GARAGE REQUIREMENTS.

2.4 NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE OR STRUCTURE MAY BE MOVED ONTO ANY LOT WITHIN THE ADDITION FOR ANY PURPOSE.

2.5 FENCES

   a. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPHS D AND E BELOW.

   b. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF ITS LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPHS D AND E BELOW.

   c. FENCES INSTALLED FOR WHAT IS CONSIDERED TO BE THE DWELLING YARD (DEFINED AS THE BACK YARD FOR HUMAN USE, NOT LIVESTOCK) SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, FAUX WROUGHT IRON, OR CHAIN LINK. ALL CHAIN LINK SHALL BE COATED BLACK AND ALL HORIZONTAL AND VERTICAL SUPPORTS FOR IT SHALL BE WOOD OR BLACK COATED METAL.

   d. BEYOND THE DWELLING YARD , FENCING FOR PASTURE MAY BE WIRE. IT SHALL HAVE A MINIMUM OF FIVE STRANDS WITH APPROPRIATE POSTS AND SUPPORTS.

   e. ORNAMENTAL FENCES ONLY, NOT EXCEEDING 3 FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

   f. ANY FENCING ON OR WITHIN 150 FEET OF THE NORTH PROPERTY LINES OF LOTS 1 THROUGH 6 IN BLOCK 1 SHALL NOT EXCEED 5 FEET IN HEIGHT.

2.6 ROOFS

   a. ALL ROOFS WITHIN THE ADDITION SHALL HAVE A 30 YEAR MINIMUM MANUFACTURER'S RATING. THE MATERIAL COMPOSITION AND COLOR SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

   b. ALL ROOF TOP PROTRUSIONS INCLUDING BUT NOT LIMITED TO VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS AND ALL METAL ROOF FLASHINGS SHALL BE PAINTED TO CONFORM WITH THE ROOF COLOR.

   c. THE ROOF OF ANY DWELLING SHALL HAVE A PITCH OF NO LESS THAN 6/12 OVER 70% OF THE TOTAL ROOF AREA. NO ROOF IN THE ADDITION SHALL HAVE A PITCH OF LESS THAN 3/12.

2.7 THE EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST 25% MASONRY (BRICK, NATURAL STONE OR STUCCO), EXCLUDING WINDOWS AND DOORS.

2.8 DRIVEWAYS

   a. ALL GARAGE ENTRANCES THAT FACE THE DRIVEWAY SHALL HAVE A CONCRETE OR ASPHALT PARKING PAD OF AT LEAST 500 SQUARE FEET.

   b. ALL DRIVEWAY ENTRANCES FROM ANY ROAD SHALL BE OF CONCRETE OR ASPHALT CONSTRUCTION OVER THE WIDTH OF THE DRIVEWAY AND SHALL EXTEND A MINIMUM OF 15 FEET FROM THE ROAD.

   c. THE PORTION OF THE DRIVEWAY BETWEEN THE CONCRETE PARKING PAD AND THE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED OF GRAVEL, ASPHALT OR CONCRETE.

2.9 PRIVATE SANITARY SEWAGE: ALL LOTS WITHIN THE FARMS ON HANSEN ROAD ARE INITIALLY INTENDED TO UTILIZE INDIVIDUAL AEROBIC SEPTIC TANK DISPOSAL SYSTEMS. SUCH DISPOSAL SYSTEMS ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). EVERY DWELLING SHALL HAVE AN AEROBIC SEPTIC SYSTEM INSTALLED ACCORDING TO ALL APPLICABLE PLANS, CODES, REGULATIONS, AND INSPECTIONS REQUIRED BY ODEQ AND DULY PERMITTED.

2.10 OUTBUILDINGS

   a. ANY OUTBUILDING OR PERMANENT STRUCTURE ON ANY LOT REQUIRES WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.

   b. THE ARCHITECTURE OF ANY OUTBUILDING SHALL CONFORM TO THE DWELLING ON ANY GIVEN LOT OR SHALL BE OF A PAINTED METAL CONSTRUCTION (NO GALVANIZED METAL SHALL BE ALLOWED).

   c. NO LOT SHALL HAVE MORE THAN THREE OUTBUILDINGS THE COMBINED SQUARE FOOTAGE OF WHICH SHALL NOT EXCEED 3000 FEET.

   d. OFF SITE CONSTRUCTED OUTBUILDINGS ARE PROHIBITED.

   e. NO OUTBUILDING SHALL EXCEED 30 FEET IN HEIGHT WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.

2.11 SWIMMING POOLS

   a. IN GROUND SWIMMING POOLS ARE PERMITTED SO LONG AS ALL REQUIRED PERMITTING HAS BEEN ACQUIRED.

   b. ABOVE GROUND SWIMMING POOLS ARE PERMITTED PROVIDED THAT THEY ARE LOCATED IN THE BACK DWELLING YARD ONLY AND ARE SHIELDED FROM VIEW OF THE STREET BY AN APPROVED FENCE AND/OR DECK.

   c. ALL POOLS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

2.12 ALL OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN 18 INCH SATELLITE DISHES, ARE PROHIBITED.

2.13 BOATS, TRAILER, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED OUTSIDE ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS UNLESS IT IS CONFINED TO THE BACK YARD WITH APPROPRIATE APPROVED FENCING TO SHIELD IT FROM VIEW OF THE STREET OR ADJOINING NEIGHBORS.

2.14 NO EXPOSED CLOSE LINES OR OUTDOOR CLOTHES DRYING APPARATUS SHALL BE PERMITTED ON ANY LOT.

2.15 THE OWNER OF EACH LOT AND OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER, NOXIOUS WEEDS, NOXIOUS ODORS AND ANY NUISANCES. RUBBISH AND 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 EXCEED 6 INCHES IN HEIGHT AT ANY TIME. ALL STRUCTURES, LANDSCAPING, FENCES AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD WORKING CONDITION AND IN GOOD REPAIR AT ALL TIMES.

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