GLEN EAGLES ADDITION DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

D.W. KANG, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND BEING A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION 19, T19N, R15E OF THE I.B.&M., WAGONER COUNTY, OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID W/2 SE/4; THENCE N00°03'26"E ALONG THE WEST LINE OF THE SE/4 A DISTANCE OF 50 FEET; THENCE S89°49'42"E A DISTANCE OF 250 FEET; THENCE N00°03'26"E A DISTANCE OF 25.55 FEET; THENCE N06°43'45"E A DISTANCE OF 86.07 FEET; THENCE N0° 03' 26" E A DISTANCE OF 39.46 FEET; THENCE N 89° 56' 34" W A DISTANCE OF 260 FEET; THENCE N00°03'26"E A DISTANCE OF 582.83 FEET; THENCE S89°56'34"E A DISTANCE OF 160 FEET; THENCE S00°03'26"W A DISTANCE OF 420 FEET; THENCE S89°56'34"E A DISTANCE OF 100 FEET; THENCE N00°03'26"E A DISTANCE OF 420 FEET; THENCE N89°56'34"W A DISTANCE OF 260 FEET; THENCE N00°03'26"E A DISTANCE OF 1,864.43 FEET TO THE NORTHWEST CORNER OF THE SE/4; THENCE S89°51'55"E A DISTANCE OF 170 FEET; THENCE S00°03'26"W A DISTANCE OF 1,353.43 FEET TO A POINT OF CURVE HAVING A RADIUS OF 150 FEET, A DELTA ANGLE OF 27°29'11"; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 71.96 FEET TO A POINT OF A REVERSE CURVE HAVING A RADIUS OF 100 FEET, A DELTA ANGLE OF 54°58'22"; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT A DISTANCE OF 95.95 FEET TO A POINT OF A REVERSE CURVE HAVING A RADIUS OF 150 FEET, A DELTA ANGLE OF 27°29'11"; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 71.96 FEET; THENCE S89°56'34"E A DISTANCE OF 250 FEET; THENCE S00°03'26"W A DISTANCE OF 1,063.67 FEET; THENCE N89°49'42"W A DISTANCE OF 420 FEET TO THE POINT OF BEGINNING.
TRACT CONTAINS 14.52 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GLEN EAGLES ADDITION". A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA.

SECTION 1. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, 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 UP ON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE UTILITY EASEMENTS ABOVE DEDICATED TO THE PUBLIC SHALL ADDITIONALLY BE DEEMED A GRANT TO ANY ENTITY PROVIDING SANITARY SEWER SERVICE TO THE SUBDIVISION AND THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT OR AREAS NOT INCLUDED IN THE PLAT OR AREAS NOT INCLUDED WITHIN PLAT.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE NORTH BOUNDARY OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND/OR UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED 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 EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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, 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 THEIR 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 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 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, SEWER, AND GAS SERVICE

1. EACH SUPPLIER OF WATER, SEWER, OR GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING A PORTION OF THE UNDERGROUND FACILITIES INSTALLED BY THE SUPPLIER OF SERVICE.

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

3. THE RESTRICTED WATER LINE EASEMENT (RW/E) SHOWN ON THE PLAT IS HEREBY ESTABLISHED FOR AND RESTRICTED TO THE USE OF THE WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO.4, ITS SUCCESSORS AND ASSIGNS, FOR WATER LINE CONSTRUCTION, OPERATION AND MAINTENANCE. HOWEVER, OTHER UTILITIES ARE GRANTED THE USE OF THIS EASEMENT FOR CROSSING ACCESS TO THEIR FACILITIES.

4. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT 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.

5. GREEN COUNTRY SEWER COMPANY 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.

6. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY 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 FACILITIES.

7. 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 WATER OR SEWER FACILITIES WITHIN THE EASEMENT AREAS; PROVIDED, HOWEVER, THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

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

D. SURFACE DRAINAGE

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

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

F. RESERVE AREA "A"

THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS **"RESERVE AREA A"** IS HEREBY ESTABLISHED BY GRANT OF THE OWNER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING STORM WATER DETENTION FACILITIES. OWNERSHIP OF SAID "RESERVE AREA A" SHALL BE VESTED IN THE OWNERS OF THE LOTS IN SHARES PROPORTIONAL TO THEIR RESPECTIVE LOT AREAS. SAID DETENTION FACILITIES SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. BANKS AND SIDE SLOPES SHALL BE MAINTAINED IN A CLEAN CONDITION.
2. GRADES AND SLOPES OF BANKS SHALL NOT BE ALTERED.
3. GRASS AREAS SHALL BE MOWED AS NEEDED.
4. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION.
5. THE AREA WITHIN THE EASEMENT SHALL BE KEPT REASONABLY FREE OF DEBRIS.
6. A FENCE SHALL BE ERECTED AND MAINTAINED BY THE OWNERS.

IT SHALL BE THE DUTY OF ALL LOT OWNERS OF THIS SUBDIVISION TO MAINTAIN SAID RESERVE AREA "A" AND FACILITIES AT A COST WHICH SHALL BE PROPORTIONAL AND BASED ON AN AGREEMENT WHICH SHALL BE ENTERED INTO BY AND BETWEEN SAID LOT OWNERS.

SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, 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, IT'S SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. USE

ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES.

B. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

C. CURB RESTRICTION

CURBING ALONG THE PUBLIC STREET FRONTAGE OF A LOT SHALL NOT BE CUT, REMOVED OR OTHERWISE ALTERED AND DRIVEWAYS SHALL EXTEND TO AND TERMINATE AT THE INTERIOR EDGE OF THE CURB.

D. YARDS AND SETBACKS

1. STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE WAGONER COUNTY METROPOLITAN AREA PLANNING COMMISSION.

2. SIDE YARDS. ONE SIDE YARD SHALL NOT BE LESS THAN 5 FEET IN WIDTH AND ONE SIDE YARD SHALL NOT BE LESS THAT 10' IN WIDTH.

3. REAR YARD. THE REAR YARD SHALL NOT BE LESS THAN 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD. BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.

4. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

E. ARCHITECTURAL COMMITTEE-PLAN REVIEW

1. NO BUILDING, FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME, IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 60TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. THE ARCHITECTURAL 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL 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 OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JANUARY, 2004, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III., OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

F. FLOOR AREA

EACH DWELLING SHALL HAVE A MINIMUM OF 1,200 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

G. GARAGES

AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

H. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

I. MASONRY

A MINIMUM OF 30% OF THE EXTERIOR SURFACE OF FIRST STORY EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, STONE OR STUCCO, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION.

J. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN 20% OF THE AREA COVERED BY ALL ROOF SURFACES.

K. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES AND WEATHERED WOOD IN COLOR.

L. ON-SITE CONSTRUCTION

NO RESIDENCE BUILT OFF-SITE SHALL BE MOVED OR PLACED ONTO ANY LOT.

M. OUTBUILDINGS

OUTBUILDINGS SHALL BE LIMITED TO ONE OUTBUILDING ON EACH LOT, WHICH SHALL NOT EXCEED 80 SQUARE FEET IN FLOOR AREA AND SHALL BE CONSTRUCTED OF MATERIALS WHICH ARE THE SAME AS OR BETTER THAN THE EXTERIOR TRIM OF THE DWELLING ON THE LOT. METAL EXTERIORS ARE PROHIBITED. OUTBUILDINGS ARE SUBJECT TO PLAN REVIEW BY THE ARCHITECTURAL COMMITTEE AS SET FORTH WITHIN SUBSECTION E ABOVE.

N. PERIMETER FENCING

THE OWNER/DEVELOPER HEREIN RESERVES AN EXCLUSIVE PERPETUAL EASEMENT (WHICH MAY BE SUBSEQUENTLY ASSIGNED AND CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III.) TO ERECT AND MAINTAIN FENCING, WALLS, AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION ADJACENT TO EAST 41ST STREET SOUTH AND WITHIN THE AREA OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT AS "F/E" AND "L/E".

O. FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO WITHIN 24.5 FEET FROM THE CURB OF THE STREET FORMING THE SIDE YARD BOUNDARY OF THE LOT (12.5 FEET FROM THE STREET RIGHT-OF-WAY). FENCES SHALL BE OF WOOD, BRICK, STUCCO OR STONE OR CHAIN LINK, PROVIDED HOWEVER, CHAIN LINK FENCING SHALL NOT EXCEED 4 FEET IN HEIGHT, SUPPORTING POSTS SHALL BE WOOD, AND A WOOD TOP RAIL SHALL BE INSTALLED. BARBED WIRE, MESHED AND OTHER METAL FENCING ARE PROHIBITED, NO FENCE SHALL EXCEED 6 FEET IN HEIGHT.

P. ANTENNAS

EXTERIOR ANTENNAS OR OTHER DEVICES (INCLUDING SUPPORTING STRUCTURES) FOR THE TRANSMISSION OR RECEPTION OF RADIO, TELEVISION, SATELLITE SIGNALS OR OTHER FORMS OF ELECTROMAGNETIC RADIATION ARE PROHIBITED PROVIDED HOWEVER, WITHIN EACH LOT ONE SATELLITE DISH NOT EXCEEDING 2 FEET IN DIAMETER AND NOT VISIBLE FROM ANY PUBLIC STREET SHALL BE PERMITTED.

Q. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

R. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

S. CLOTHESLINES

EXPOSED CLOTHESLINES POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. THE FOREGOING RESTRICTION SHALL NOT PROHIBIT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH STORING DEVICES.

T. MAILBOXES

AS LONG AS MAIL SERVICE IN GLEN EAGLES ADDITION IS CURBSIDE, MAILBOXES INCLUDING PEDESTALS SHALL CONFORM TO DESIGN SPECIFICATIONS TO BE ADOPTED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 44.5 INCHES FROM STREET LEVEL.

U. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

V. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISSANCE TO THE NEIGHBORHOOD.

W. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

X. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE GLEN EAGLES ADDITION HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF GLEN EAGLES ADDITION, AND OTHER SINGLE FAMILY SUBDIVISIONS WHICH MAY LATER BE ANNEXED TO THE ASSOCIATION.

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 FOR 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.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, IS DEEMED TO COVENANT AND AGREE TO PAY TO 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. 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.

D. ENFORCEMENT 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 SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN CONVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS SHALL INSURE ONLY TO THE BENEFIT OF OWNERS OF LOTS WITHIN THE SUBDIVISION AND HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS 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 HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION III. TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR TH