

DEVELOPER FURTHER RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO GRANT EASEMENTS, RIGHTS-OF-WAY AND LICENSES TO ANY PERSON, INDIVIDUAL CORPORATE BODY OR MUNICIPALITY, TO INSTALL AND MAINTAIN PIPELINES, UNDERGROUND OR ABOVE GROUND LINES, WITH THE APPURTENANCES NECESSARY THERETO, FOR PUBLIC UTILITIES OR QUASI-PUBLIC UTILITIES, OR TO GRANT SUCH OTHER LICENSES OR PERMITS AS DEVELOPER MAY DEEM NECESSARY FOR THE IMPROVEMENT OF THE PROPERTY, IN, OVER, THROUGH, UPON AND ACROSS ANY AND ALL OF THE STREETS, AVENUES, ROADS, COURTS AND OPEN SPACES, AND IN, OVER, THROUGH, UPON AND ACROSS EACH AND EVERY LOT IN THE EASEMENT AREA RESERVED IN THIS DECLARATION OR AS SHOWN ON THE PLAT OF THE ADDITION, NO STREET, AVENUE, ROAD, COURT, OPEN SPACE OR EASEMENT SHALL BE LAID OUT OR CONSTRUCTED THROUGH OR ACROSS ANY LOT, EXCEPT AS SET FORTH IN THIS DECLARATION, OR AS LAID DOWN AND SHOWN ON THE PLAT, WITHOUT THE PRIOR WRITTEN APPROVAL OF DEVELOPER.

ARTICLE II

LOT USE AND RESTRICTION

2.1 THE LOTS AND PREMISES IN THE ADDITION ARE CONVEYED AND SHALL BE USED AND OCCUPIED ONLY FOR RESIDENTIAL SINGLE FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSES. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS, NO DWELLING OR OTHER STRUCTURE WHICH EXCEEDS TWO (2) STORIES IN HEIGHT SHALL BE PLACED, ALTERED, CONSTRUCTED OR PERMITTED TO REMAIN ON ANY LOT. NO PREFABRICATED OR MANUFACTURED DWELLING OF ANY KIND OR ANY RESIDENCE CONSTRUCTED OFF SITE MAY BE MOVED ONTO ANY LOT, NO STRUCTURE OTHER THAN A DWELLING SHALL BE USED AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN THE ADDITION, NOTWITHSTANDING THE AFORESAID, THIS RESTRICTION DOES NOT APPLY TO THE DEVELOPER PRIOR TO THE TURNOVER DATE AS DEFINED HEREIN.

2.2 NOISE/NUISANCE: NO OBNOXIOUS, OFFENSIVE OR ILLEGAL ACTIVITY OF ANY SORT SHALL BE PERMITTED, NOR SHALL ANYTHING BE DONE ON ANY LOT, WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE ADJACENT ACTIVITIES EXPLICITLY PROHIBITED ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

2.3 ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD PETS AND THE SUCKLING YOUNG OF SAID ANIMALS; PROVIDED THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT. ANIMALS SHALL NOT BE KEPT, BREED OR MAINTAINED FOR COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. ALL ANIMALS MUST BE KEPT IN A FENCED YARD OR ON A LEASH. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS IN CONFORMANCE WITH THE REQUIREMENTS FOR THE CONSTRUCTION OF OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM IN THE ADDITION, AND AT THE OPTION OF THE DEVELOPER OR THE ASSOCIATION, LAWFUL MEASURES MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE REASONABLE FEES FOR THEIR RETURN.

2.4 MAINTENANCE: ALL LOTS AND THE STRUCTURES THEREON SHALL BE KEPT AND MAINTAINED AT ALL TIMES BY THE LOT OWNER OR OCCUPANT IN GOOD ORDER AND IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION. THE LOT OWNER OR OCCUPANT OF EACH LOT SHALL MOW AND MOW THE LAWNS THEREON, AND SHALL KEEP THE SHRUBBERY TRIMMED AND THE PAINTED EXTERIOR SURFACES PAINTED, ALL IN A MANNER AND WITH SUCH FREQUENCY AS IS CONSISTENT WITH GOOD PROPERTY MANAGEMENT. THE FRONT YARD OF EACH LOT SHALL BE KEPT ONLY AS A LAWN, INCLUDING TEES, FLOWERS AND SHRUBS. NO TREES OR SHRUBS SHALL BE LOCATED ON ANY PORTION OF A LOT, WHICH COULD BLOCK THE VIEW OF OPERATORS OF MOTOR VEHICLES SO AS TO CREATE A TRAFFIC HAZARD. IN NO EVENT SHALL ANY LOT BE USED FOR STORAGE OF MATERIAL OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL USES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF IMPROVEMENTS THEREON, NOR SHALL ANY LOT OWNER OR OCCUPANT PERMIT ACCUMULATION OF GARBAGE, DEBRIS, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS, OR OTHER PROPERTY. THE RIGHT TO ENTER UPON ANY LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING KEPT AND MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER, THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON THE LOT AND GOVERNED BY THE PROVISIONS OF PARAGRAPH 5.3 HEREOF.

2.5 WIND GENERATORS, SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER OR ASSOCIATION.

2.6 SWIMMING POOLS: SWIMMING POOL DRAINS SHALL BE PIPED INTO THE SANITARY SEWER OR THE STREET GUTTER EITHER IN FRONT OF OR NEAREST TO THE LOT. ALL POOL SERVICE EQUIPMENT SHALL BE KEPT AND STORED FROM VIEW BEHIND A PRIVACY FENCE AND LOCATED IN EITHER (A) A SIDE YARD BETWEEN THE FRONT AND REAR BOUNDARIES OF THE DWELLING; OR (B) IN THE BACK YARD ADJACENT TO THE DWELLING, AND SHALL NOT BE VISIBLE FROM ANY RESIDENTIAL STREET OR OTHER LOT. NO TEMPORARY POOL COVERING SHALL EXTEND HIGHER THAN FOUR FEET ABOVE THE WATER LEVEL OF THE POOL. ABOVE GROUND POOLS SHALL NOT BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

2.7 CLOTHES LINES: NO PERMANENT EXTERIOR CLOTHES DRYER OR CLOTHES DRYING LINE SHALL BE ERRECTED, INSTALLED OR MAINTAINED ON ANY LOT, OR ON ANY STRUCTURE THEREON, AND THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

2.8 AIRCRAFT: NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT OF ANY KIND SHALL BE LANDED, STORED, PARKED OR OTHERWISE ALLOWED WITHIN THE ADDITION.

2.9 AIR CONDITIONING: REQUIREMENTS. NO WINDOW OR WALL-TYPE OR ROOFTOP AIR CONDITIONING UNITS SHALL BE PERMITTED. ALL DWELLINGS SHALL BE EQUIPPED WITH ONE OR MORE CENTRAL HEATING AND AIR CONDITIONING UNITS WHICH SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH GOOD BUILDING PRACTICES.

2.10 STORAGE: NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED ON ANY LOT. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION OF ANY IMPROVEMENTS ON A LOT. THE CONSTRUCTION OF DWELLINGS AND OTHER IMPROVEMENTS IN THE ADDITION SHALL BE COMPLETED WITHIN TWELVE (12) MONTHS AFTER THE POURING OF THE FOOTINGS.

2.11 VEHICLES, BOATS, MOTORCYCLES: VEHICLES, BOATS, MOTORCYCLES, MOTOR BIKES, CAMPER TRAILERS, MOTOR HOMES, RVs OR TRAILERS OF ANY KIND, WHETHER OR NOT OPERABLE (COLLECTIVELY CALLED "VEHICLES"), SHALL NOT BE KEPT, PARKED, MAINTAINED OR STORED IN THE YARD PORTION OF ANY LOT, AND SHALL NOT OTHERWISE BE KEPT, PARKED, MAINTAINED OR STORED ON ANY LOT OR STREET IN THE ADDITION FOR MORE THAN FORTY-EIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PERIOD, EXCEPT WITHIN AN ENCLOSED GARAGE. NO COMMERCIAL VEHICLES LARGER THAN A STANDARD SIZE PICKUP TRUCK OR SUV SHALL BE PARKED AT ANY TIME ON A STREET OR DRIVEWAY BY A LOT OWNER OR OCCUPANT, NOR BY ANY OTHER PERSON FOR A PERIOD LONGER THAN IS REASONABLY NECESSARY FOR THE DRIVER THEREOF TO PERFORM THE BUSINESS FUNCTIONS TO WHICH THE COMMERCIAL VEHICLE RELATES.

2.12 SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OF A LOT OR RENTAL OF A DWELLING, OR CAMPAINING FOR A PARTICULAR RESULT IN ANY POLITICAL ELECTIONS OR ISSUE, OR ADVERTISING A GARAGE SALE BY A LOT OWNER OR OCCUPANT, OR ADVERTISING THE SALE OF A LOT OR DWELLING DURING THE CONSTRUCTION AND SALES PERIOD BY THE DEVELOPER OR A BUILDER.

2.13 WASTES: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. THE LOTS AND ALL EASEMENTS SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET. ALL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED OR MAINTAINED FROM PUBLIC VIEW FROM ANY STREET WITHIN TWELVE (12) HOURS AFTER REFUSE COLLECTION SERVICES EMPTY THE CONTAINERS.

2.14 COMPLIANCE WITH CODE: ALL LOTS IN THE ADDITION ARE SUBJECT TO THE USES, RESTRICTIONS, RULES, REQUIREMENTS AND JURISDICTION OF THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, AND ANY OTHER LOCAL, STATE OR FEDERAL AGENCY OR AUTHORITY HAVING JURISDICTION THEREOF.

2.15 PERIMETER FENCING: THE DEVELOPER HEREBY RESERVES AN EXCLUSIVE PERPETUAL EASEMENT (WHICH MAY BE SUBSEQUENTLY ASSIGNED AND CONVEYED TO THE HOMEOWNERS ASSOCIATION TO BE FORMED PURSUANT TO ARTICLES 5.1 TO 5.3) TO ERECT AND MAINTAIN CLEAN, NEAT AND ORDERLY FENCING 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 "E/F" AND "E/G".

ARTICLE III

HOMEOWNERS ASSOCIATION

3.1 HOMEOWNERS ASSOCIATION: A HOMEOWNERS ASSOCIATION, KNOWN AS "GLEN EAGLES IV HOMEOWNERS ASSOCIATION, L.L.C.", AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS BEEN ESTABLISHED PURSUANT TO TITLE 60 O.S.A. § 851, ET SEQ., TO MAINTAIN THE ENTRYWAY AND THE COMMON OR RESERVE AREAS IN THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE, NECESSARY OR CONVENIENT. ALL LAWFUL ACTS OF THE GLEN EAGLES IV HOMEOWNERS ASSOCIATION (THE "ASSOCIATION"), SHALL BE BINDING UPON ALL LOTS IN THE ADDITION AND THE LOT OWNERS AND OCCUPANTS. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF THE LOT OWNERS IN THE ADDITION AND THE OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

3.2 ASSESSMENT: ANNUAL ASSESSMENTS OF \$60.00 SHALL BE MADE ON A PER LOT BASIS, AND THE ASSESSMENTS MAY BE INCREASED FIVE PERCENT (5%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND UP TO TEN PERCENT (10%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE LOT OWNERS IN THE ADDITION. SPECIAL ASSESSMENTS, AS NEEDED, MAY BE MADE UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE LOT OWNERS IN THE ADDITION FOR SUCH ASSESSMENTS. THESE ASSESSMENTS SHALL BE A LIEN UPON THE LOT ASSESSED AS PROVIDED IN THE DECLARATION OF HOMEOWNERS ASSOCIATION FILED IN THE OFFICE OF THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. ANY SUCH LIEN MAY BE FORECLOSED BY THE ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEYS FEES INCURRED BY THE ASSOCIATION IN CONNECTION WITH SUCH ACTION. ANY LOT OWNED BY THE DEVELOPER OR A BUILDER HOLDING SUCH LOT FOR RESALE, AND ACTING THROUGH ITS APPOINTED AGENT OR AGENTS, SHALL BE SUBJECT TO THE DATE OF COMMENCEMENT OF SUCH OWNERSHIP, SHALL NOT BE SUBJECT TO THE ANNUAL ASSESSMENT.

ARTICLE IV

DEVELOPER'S RESERVED RIGHTS

4.1 IN GENERAL: IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DEVELOPER OR GRANTED TO DEVELOPER UNDER THE PROVISIONS OF THIS DECLARATION OR THE DECLARATION OF HOMEOWNERS ASSOCIATION DOCUMENT, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION OR THE DECLARATION OF HOMEOWNERS ASSOCIATION DOCUMENT TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIMES AS DEVELOPER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ANY PART OF THE PROPERTY. THE DEVELOPER SHALL NOT BE RESTRICTED FROM USING SUCH RIGHTS-OF-WAY OR EASEMENTS AS EVIDENCED IN THE ATTACHED PLAT IN ANY MANNER THE DEVELOPER DEEMS NECESSARY.

4.2 GLEN EAGLE: IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY DWELLING OR OTHER IMPROVEMENTS UPON THE PROPERTY: (A) DEVELOPER SHALL HAVE THE RIGHT AND POWER, IN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS, IN, ON, OR TO THE PROPERTY, AS DEVELOPER MAY DETERMINE TO BE NECESSARY OR CONVENIENT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER ADDITIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DEVELOPER MAY DEEM ADVISABLE; AND (B) DEVELOPER AND ITS AGENTS, AGENTS, PROSPECTIVE PURCHASERS AND/OR TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING, IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

4.3 CONSTRUCTION ON THE PROPERTY: DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO THE PROPERTY AS DEVELOPER DEEMS TO BE APPROPRIATE, NECESSARY OR CONVENIENT. DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE PROPERTY AS DEVELOPER MAY WISH, AND SUBJECT TO SUCH LIMITATIONS AND CONDITIONS AS DEVELOPER MAY IMPOSE AND REQUIRE. DEVELOPER, ITS AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON THE PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.

4.4 DEVELOPER CONTROL OF HOMEOWNERS ASSOCIATION: THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF SUCH PERSONS DESIGNATED BY DEVELOPER ACCORDING TO THE PROVISIONS OF THE DECLARATION OF HOMEOWNERS ASSOCIATION. DEVELOPER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD OF THE ASSOCIATION SHALL TERMINATE UPON THE OCCURRENCE OF THE FIRST OF THE FOLLOWING EVENTS: (A) THE DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY; (B) THE DEVELOPER GIVES WRITTEN NOTICE TO THE ASSOCIATION OF DEVELOPER'S ELECTION TO TERMINATE ITS RIGHT TO SELECT THE BOARD; OR (C) THE EXPIRATION OF TEN (10) YEARS FROM THE DATE OF RECORDING HEREOF (THE "TURNOVER DATE"), FROM AND AFTER THE TURNOVER DATE, THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE BYLAWS OF THE ASSOCIATION. PRIOR TO THE TURNOVER DATE, GLEN EAGLE, L.L.C. SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION, WITH ALL VOTING RIGHTS OF THE LOT OWNERS VESTED EXCLUSIVELY IN GLEN EAGLE, L.L.C., AND THE LOT OWNERS SHALL HAVE NO VOTING RIGHTS UNTIL THE TURNOVER DATE.

4.5 OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL SUCH OTHER LAWFUL ACTS AND THINGS AFFECTING THE PROPERTY WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION. THE REAL PROPERTY SUBJECT TO THIS DECLARATION MAY BE INCREASED BY RECORDING SUPPLEMENTS TO THIS DECLARATION, WHICH NEED ONLY BE SIGNED BY DEVELOPER, THE OWNER OF THE ADDITIONAL LAND DESCRIBED IN THE SUPPLEMENT, AND THE HOLDER OF ANY MORTGAGE OR SIMILAR LIEN THEREON, STATING THAT THE ADDITIONAL LAND SHALL BE SUBJECT TO THIS DECLARATION. NO OTHER LAND IN THE VICINITY OF THE PROPERTY SHALL BE SUBJECT TO THIS DECLARATION UNLESS THE PROVISIONS OF THIS PARAGRAPH ARE COMPLIED WITH, IT BEING INTENDED THAT THIS DECLARATION NOT BE CONSIDERED AS A MORTGAGE OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND A CONSENT TO THE RESERVATION OF THE POWER RESERVED AND GRANTED TO DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS, THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT THE TURNOVER DATE.

ARTICLE V

PRUDENTIAL CONSIDERATIONS

5.1 ENFORCEMENT: ENFORCEMENT TO RESTRAIN ANY ACT OR TO ENFORCE ANY PROVISION HEREOF OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED HEREBY MAY BE BROUGHT BY THE DEVELOPER, THE ASSOCIATION, A LOT OWNER OR ANY OTHER PERSON HAVING AN INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEVERALLY. THE DEVELOPER AND THE ASSOCIATION SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

5.2 REMEDIES: IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS SET FORTH HEREIN, THE DEVELOPER, THE ASSOCIATION, A LOT OWNER, OR ANY OTHER PERSON HAVING AN INTEREST IN ANY LOT IN THE ADDITION, SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT SUCH VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF THE PREVAILING PARTY, WHETHER THE DEVELOPER, THE ASSOCIATION, A LOT OWNER OR ANY OTHER PERSON HAVING AN INTEREST THEREIN, SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS FEES TO BE TAKEN AS COSTS, WHICH SHALL BECOME A LIEN UPON THE LOT AND OTHER PROPERTY OF THE LOT OWNER OR OCCUPANT SO VIOLATING ANY SUCH COVENANT, CONDITION OR RESTRICTION IMPOSED HEREBY.

5.3 ASSESSMENTS FOR VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS: IF ANY LOT OWNER OR OCCUPANT SHALL VIOLATE ANY COVENANT, CONDITION OR RESTRICTION HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION, ACTING THROUGH ITS APPOINTED AGENT OR AGENTS, OR THE DEVELOPER, SHALL HAVE THE RIGHT TO ENTER UPON SAID LOT AND REMEDY THE VIOLATION. THE COST FOR CURING THE VIOLATION SHALL THEREUPON BE ASSESSED AGAINST THE LOT OWNER AND SHALL BE A LIEN UPON THE LOT AND PROPERTY OF SUCH LOT OWNER, WHICH LIEN MAY BE FORECLOSED AS PROVIDED BY LAW.

5.4 NO WAIVER: THE GRANTING OF AN EXCEPTION OR WAIVER TO ANY PORTION OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS, OR THE FAILURE OR REFUSAL OF THE DEVELOPER OR THE ASSOCIATION TO ENFORCE ANY GIVEN COVENANT, RESTRICTION OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY HEREAFTER, NOR A MODIFICATION OF THESE PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS.

5.5 WAIVER OF RIGHT OF RECOVERY: EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE RISK OF INJURY AND PHYSICAL LOSS OR DAMAGES OF ANY KIND TO PERSONAL PROPERTY, WHETHER THE PROPERTY OF THE LOT OWNER OR THE LOT OWNERS INVITEE, AND SHALL ALSO BE RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR AND AGAINST SUCH RISK, LOSS AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL PROPERTY STORED OR LOCATED ON THE PROPERTY AND WITH RESPECT TO THE LOT OWNER'S DWELLING AND PREMISES. THE ASSOCIATION AND EACH LOT OWNER HEREBY WAIVE, RELEASE AND RELINQUISH ANY AND ALL CLAIM WHICH THEY MAY HAVE AT ANY TIME AGAINST ANY LOT OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, A MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGES TO ANY LOT, DWELLING, OTHER IMPROVEMENT, OR ANY PERSONAL PROPERTY LOCATED ON THE LOTS, OR IN THE DWELLINGS OR OTHER IMPROVEMENTS, CAUSED BY FIRE OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY A FIRE POLICY OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE, DO HEREBY WAIVE, RELEASE AND RELINQUISH ANY AND ALL RIGHTS OF SUBROGATION AGAINST ANY LOT OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

5.6 SEVERABILITY: INVALIDATION OF ANY ONE OR A PORTION OF ANY ONE OR MORE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT THE VALIDITY OF ANY OTHER PROVISIONS HEREOF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

5.7 DISCLAIMER OF WARRANTY: EXCEPT AS MAY BE EXPRESSLY PROVIDED IN WRITING BY SEPARATE INSTRUMENT, THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ADDITION OR ANY IMPLEMENT IN THE ADDITION, THE CONDITION OF THE COMMON OR RESERVE AREAS IN THE ADDITION, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPLEMENT, INCLUDING WITHOUT LIMITATION, THE COMMON OR RESERVE AREAS, AND INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR MARKETABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY OF QUALITY.

5.8 BINDING EFFECT: AMENDMENTS, THESE COVENANTS, CONDITIONS AND RESTRICTIONS RUN WITH THE LAND AND ARE BINDING UPON AND INURE TO THE BENEFIT OF ALL PARTIES AND ANY PERSONS CLAIMING BY, THROUGH AND UNDER THEM PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES, AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

A SPECIAL AMENDMENT:

DEVELOPER SHALL HAVE THE RIGHT, BY WRITTEN INSTRUMENT DULY EXECUTED, ACKNOWLEDGED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA, WHICH NEED ONLY BE SIGNED BY DEVELOPER AND THE HOLDER OF ANY MORTGAGE OR SIMILAR LIEN ON THE PORTION OF THE PROPERTY THEN OWNED BY DEVELOPER, TO MODIFY THE PROVISIONS OF THIS DECLARATION AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE LOCAL, STATE OR FEDERAL GOVERNMENTAL STATUTES, RULE, REGULATIONS OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE EACH DEEDED MORTGAGE AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DEVELOPER BELIEVES, IN DEVELOPER'S SOLE REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH LOT OWNER, THE CONSENT TO SUCH MODIFICATION BY ANY LOT OWNER OR THE HOLDER OF ANY MORTGAGE OR LIEN ON SUCH LOT OWNER'S LOT SHALL NOT BE REQUIRED EVEN THOUGH THE MODIFICATION RELATES TO PORTIONS OF THE PROPERTY NO LONGER OWNED BY DEVELOPER. EACH DEEDED MORTGAGE, OTHER INSTRUMENT OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND A CONSENT TO THE RESERVATION OF THE POWER RESERVED AND GRANTED TO DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS, THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT THE TURNOVER DATE.

6. IN GENERAL: AFTER THE TURNOVER DATE, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE TOTAL VOTING POWER OF THE INTERESTED AREAS OR BY ONE OR MORE LOT OWNERS AND AT LEAST TWO-THIRDS (2/3RDS) OF THE LOTS; EXCEPT THAT (I) THE PROVISIONS OF THIS PARAGRAPH 5.8 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE LOT OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DEVELOPER TO AMENDMENT SHALL NOT BE DEEMED TO INCLUDE MORTGAGES OR OTHER PERSON(S) HOLDING LIENS ON ANY LOT, AND SUCH MORTGAGES AND OTHER LIEN HOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

ARTICLE VI

COMMON OR RESERVE AREAS

6.1 USAGE: RESERVE AREAS "B", "C" AND "D" AS SHOWN ON THE PLAT OF GLEN EAGLES IV ADDITION ARE DESIGNATED PRIMARILY FOR THE USE OF GLEN EAGLES IV ADDITION LOT OWNERS AND OCCUPANTS AND THEIR GUESTS. THE AREAS ALSO FUNCTION AS STORM WATER DETENTION FACILITIES TO BE MAINTAINED BY THE ASSOCIATION. THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLEN EAGLES IV ADDITION SHALL NOT APPLY TO THE RESERVE AREAS UNLESS (A) ONE OR MORE OF THE RESERVE AREAS IS ACTUALLY CONVEYED, SOLD AND TRANSFERRED TO THE ASSOCIATION, AND (B) THE INSTRUMENT BY WHICH ONE OR MORE OF THE RESERVE AREAS IS CONVEYED TO THE ASSOCIATION SPECIFICALLY REFLECTS THAT THE RESERVE AREA SO CONVEYED IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLEN EAGLES IV ADDITION.

6.2 IN THE EVENT THE DRAINAGE STRUCTURES OR EMBANKMENTS IN THE RESERVE AREAS SHOULD FAIL, DETERIORATE OR BECOME DAMAGED, IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO REPAIR OR REMEDY SUCH DEFICIENCIES. IF THE DRAINAGE STRUCTURES AND EMBANKMENTS ARE NOT PROPERLY MAINTAINED BY THE ASSOCIATION, ANY GOVERNMENTAL AUTHORITY SHALL HAVE THE RIGHT TO PERFORM THE NECESSARY REPAIRS AND/OR MAINTENANCE AND TO ASSESS THE ASSOCIATION FOR THE COST OF SUCH REPAIRS AND/OR MAINTENANCE, INCLUDING LABOR AND MATERIALS USED AND EXPENDED IN SUCH REPAIRS AND/OR MAINTENANCE.

6.3 IN THE EVENT THAT THE DECLARANT ADDS ADDITIONAL LAND AS PROVIDED IN ARTICLE IV.4.5, WHICH INCLUDES ADDITIONAL RESERVE AREAS, ANY ADDITIONAL RESERVE AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS PROVIDED HEREIN AND AS MODIFIED IN ANY SUPPLEMENT AS DESCRIBED IN ARTICLE IV.4.5.

6.4 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 GLEN EAGLES IV ADDITION, AND SHALL ALSO BE AVAILABLE TO THE ASSOCIATION FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A CLUBHOUSE, SWIMMING POOL AND RELATED PARKING. OWNERSHIP OF RESERVE AREA "A" SHALL BE VESTED IN GLEN EAGLES IV HOMEOWNERS ASSOCIATION, L.L.C. SAID CLUBHOUSE, SWIMMING POOL, AND PARKING LOT SHALL BE MAINTAINED BY SAID HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS.

6.5 RESERVE AREAS "B", "C" AND "D" AS DESIGNATED ON THE ACCOMPANYING PLAT ARE HEREBY ESTABLISHED BY GRANT OF THE OWNER AS PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING AND MAINTAIN STORM WATER DETENTION FACILITIES. OWNERSHIP OF SAID RESERVE AREAS 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 ERRECTED AND MAINTAINED BY THE OWNERS.

6.6 IT SHALL BE THE DUTY OF ALL LOT OWNERS OF THIS SUBDIVISION TO MAINTAIN THE RESERVE AREAS 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.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE PROPERTY NAMED AND DESIGNATED AS GLEN EAGLES IV ADDITION, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF DO HEREBY ESTABLISH AND APPROVE THE FOREGOING DEED OF DEDICATION AND COVENANTS, RESTRICTIONS AND CONDITIONS THIS 12 DAY OF September 2005.

GLEN EAGLE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY
By: Terry Dorsey, Manager

STATE OF OKLAHOMA }
COUNTY OF Tulsa } SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON the 12 DAY OF September 2005, BY TERRY DORSEY, MANAGER OF GLEN EAGLE, L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: 9/13/06
PUBLIC OKLAHOMA 02008339 TULSA COUNTY

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 12 DAY OF Sept 2005
BY: Dan E. Tanner, Registered Land Surveyor 1435 OKLAHOMA

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON 12 DAY OF September 2005, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
9/13/06 MY COMMISSION EXPIRES
NOTARY PUBLIC

CERTIFICATE OF COUNTY TREASURER

THE UNDERSIGNED COUNTY TREASURER FOR WAGONER COUNTY, OKLAHOMA, DOES HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE PROPERTY SET FORTH AND DESCRIBED ON THE PLAT OF GLEN EAGLES IV ADDITION AND FIND THAT ALL AD VALOREM TAXES FOR THE PROPERTY HAVE BEEN PAID FOR ALL PRIOR YEARS, AND A DEPOSIT FOR 2005 AD VALOREM TAXES HAS BEEN MADE.

DATE: 9-29-05
WAGONER COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK
This Plat has been filed in the Office of the County Clerk, Wagoner County, Oklahoma this 29 day of September, 2005
Book 1526, Page 470

APPROVED 9-6-05 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter Jr Mayor
Attest: City Clerk Carolyn M. Kusler 9-27-05

APPROVED 9-6-05 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter Jr Mayor
Attest: City Clerk Carolyn M. Kusler 9-27-05

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By: Kaylene Bobbitt DEPUTY
Glen Eagles IV SHEET 4 OF 4