



IN WITNESS WHEREOF: H2 INVESTMENT PROPERTIES, LLC, DAN HOLCOMB, AN OKLAHOMA COMPANY AS OWNER OF STONEBROOK HAS EXECUTED THIS INSTRUMENT THIS 10th DAY OF Dec, 2019.

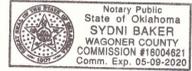
STATE OF OKLAHOMA)
COUNTY OF WAGONER)
JSS
By: Dan Holcomb
DAN HOLCOMB

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 10th DAY OF December, 2019, PERSONALLY APPEARED DAN HOLCOMB, KNOWN AS THE IDENTICAL PERSON THEREOF TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT AND ACKNOWLEDGED TO ME THAT HE AND SHE EXECUTED THE SAME AS HIS AND HER FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANIES, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

By: Sydni Baker
NOTARY PUBLIC

MY COMMISSION NUMBER:



CERTIFICATE OF SURVEY:

WE, COOK AND ASSOCIATES ENGINEERING, AND I, DAVID L. CANTRELL, A 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "STONEBROOK", A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE LAND SURVEYING AS OF THIS DATE.

WITNESS MY HAND AND SEAL THIS 14th DAY OF NOVEMBER, 2019.

By: David Cantrell, RLS 351
DAVID CANTRELL, RLS 351
PROFESSIONAL LAND SURVEYOR
DAVID L. CANTRELL
L.S. 351
OKLAHOMA

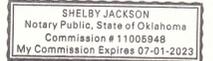
STATE OF OKLAHOMA)
COUNTY OF MUSKOGEE)
JSS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 14th DAY OF NOVEMBER, 2019, PERSONALLY APPEARED DAVID CANTRELL, KNOWN AS THE IDENTICAL PERSON.

BY: Shelby Jackson
SHELBY JACKSON
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER:



CERTIFICATE OF COWETA PLANNING COMMISSION:

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION, DO CERTIFY THAT THE PROPOSED SUBDIVISION "STONEBROOK" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

By: Melinda Low
MELINDA LOW
CHAIRPERSON, CHAIR, OR VICE CHAIR

CERTIFICATE OF APPROVAL:

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL

ON: July 1, 2019



By: Estelle Davis
ESTELLE DAVIS
MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

By: Julie Carlton
JULIE CARLTON
CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER:

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2019 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "STONEBROOK"

By: Deana Patten
DEANA PATTEN
WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK:

I, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "STONEBROOK" HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

By: Lori Hendricks
LORI HENDRICKS
WAGONER COUNTY CLERK



STONEBROOK

Sheet 2 of 2

Date Prepared: 6/20/2019

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STONEBROOK

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

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN NORTH (T-17-N), RANGE FIFTEEN EAST (R-15-E) OF THE INDIAN BASE AND MERIDIAN (I.B.M.), WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 302.3 FEET OF THE EAST 781.3 FEET OF THE SOUTH 698.64 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN NORTH (T-17-N), RANGE FIFTEEN EAST (R-15-E) OF THE INDIAN BASE AND MERIDIAN (I.B.M.), WAGONER COUNTY, STATE OF OKLAHOMA, CONTAINING 4.83 ACRES MORE OR LESS

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

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS:

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

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

1.2 ELECTRIC, GAS AND COMMUNICATION SERVICE:

(A) OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC OR COMMUNICATION SERVICES MAY BE LOCATED ALONG THE SOUTH BOUNDARY OF THE SUBDIVISION (ALONG E. 151ST SOUTH).

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

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

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

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

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

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

1.3 PUBLIC UTILITY SERVICE:

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

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

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

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

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

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

1.5 RESERVE/LANDSCAPE EASEMENT:

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

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

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

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

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

3.1 ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

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

(B) THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS 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 HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER IN WRITING. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

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

3.2 FLOOR AREA OF DWELLINGS:

(A) SINGLE-STORY, A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 1,100 SQUARE FEET OF FINISHED HEATED LIVING AREA.

(B) 1100 SQUARE FOOT MINIMUM ON LOWER LEVEL. TWO-STORY AND STORY-AND-A-HALF. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,100 SQUARE FEET OF FINISHED HEATED LIVING AREA.

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

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

3.3 GARAGE:

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

3.4 BUILDING MATERIAL REQUIREMENTS:

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

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

(B) ROOFING. NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 EXCEPT THAT IT MAY HAVE A FLAT ROOF EQUAL TO NO MORE THAN TWENTY PER CENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES, SUBJECT TO APPROVAL OF OWNER.

(C) NOT USED

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

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

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

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

3.5 COMMERCIAL STRUCTURES:

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

3.6 NOXIOUS ACTIVITY:

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

3.7 SIGNS PROHIBITED:

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

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

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

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

3.8 EXISTING BUILDING:

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

3.9 TEMPORARY STRUCTURES AND OUTBUILDINGS:

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

3.10 VEHICLE STORAGE AND PARKING:

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

3.11 ANTENNAS; TRAILERS AND CAMPER:

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

3.12 HOME OPERATED BUSINESSES:

NO HOME OPERATED BUSINESSES SHALL BE ALLOWED.

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By: Sp...
DEPUTY