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Wagoner County - State of Oklaho

PLC5-410A

TURTLE CREEK II AT MIDWAY

A PART OF THE NE/4 OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 15 EAST
AN ADDITION TO WAGONER COUNTY, OKLAHOMA

Final Plat

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS

RAUSCH COLEMAN SEVENTY SIX, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-TWO (22), OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE NE/4 OF SEC. 22, T-18-N, R-15-E, I.B.&M.; THENCE S 88°47'19" W ALONG THE NORTH LINE OF SAID NE/4 A DISTANCE OF 1016.50 FEET; THENCE S 01°12'41" E A DISTANCE OF 40.00 FEET; THENCE S 45°56'10" E A DISTANCE OF 96.03 FEET; THENCE S 01°14'55" E A DISTANCE OF 311.77 FEET TO THE POINT OF BEGINNING; THENCE S 29°43'12" W A DISTANCE OF 686.37 FEET; THENCE S 60°16'48" E A DISTANCE OF 160.00 FEET; THENCE N 29°43'12" E A DISTANCE OF 270.00 FEET; THENCE S 60°16'48" E A DISTANCE OF 332.34 FEET; THENCE N 88°47'28" E A DISTANCE OF 355.73 FEET TO THE EASTERLY BOUNDARY OF THE RESIDENTIAL SUBDIVISION "TURTLE CREEK AT MIDWAY" ACCORDING TO THE RECORDED PLAT, THEREOF; THENCE N 01°16'54" W AND ALONG THE EASTERLY BOUNDARY OF "TURTLE CREEK AT MIDWAY" (UNTIL OTHERWISE NOTED) A DISTANCE OF 380.00 FEET; THENCE N 3°06'22" W A DISTANCE OF 50.03 FEET; THENCE N 01°12'32" W A DISTANCE OF 110.00 FEET; THENCE S 88°47'28" W A DISTANCE OF 223.32 FEET; THENCE N 01°12'32" W A DISTANCE OF 125.74 FEET; THENCE N 46°27'42" W A DISTANCE OF 133.76 FEET; THENCE S 88°47'19" W A DISTANCE OF 260.67 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "TURTLE CREEK II AT MIDWAY", A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "TURTLE CREEK II AT MIDWAY"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION 1. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC 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 AND 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 UPON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, 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 RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE ARE INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. 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 THE 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 INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE. THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES THROUGH ITS AGENTS AND EMPLOYEE, SHALL AT ALL TIMES HAVE THE RIGHT TO ACCESS TO ALL EASEMENTS 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 EACH 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT. THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. WAGONER COUNTY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. WAGONER COUNTY RURAL WATER DISTRICT NO 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND SANITARY SEWER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. WAGONER COUNTY, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL 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 STORM SEWER FACILITIES.
6. WAGONER COUNTY RURAL WATER DISTRICT NO 4, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL 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 AND SANITARY SEWER FACILITIES.
7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
8. EXCLUSIVITY - EASEMENTS DEDICATED FOR THE PUROSE OF PROVIDING WATER AND SEWER TO THE SUBDIVISION DESCRIBED HEREIN SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT #4, ITS SUCCESSORS AND ASSIGNS.

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 THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY WAGONER COUNTY, OKLAHOMA.

E. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING OR REPLACING AND PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT ALTERATION, GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY NECESSITATED BY ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.
2. IF IT IS DETERMINED BY THE MUNICIPALITY THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY. THE CITY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON 5 DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE AND SAVE.
3. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT WAGONER COUNTY, OKLAHOMA, AND WAGONER COUNTY RURAL WATER DISTRICT NO 4, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. RESERVATION OF RIGHTS IN COMMON AREAS (RESERVE AREAS AND DRAINAGE EASEMENTS)

1. NOT WITHSTANDING ANY OTHER PROVISION ON THIS DECLARATION, DECLARENT RESERVES THE RIGHT TO GRANT EASEMENTS WITHIN THE COMMON AREAS (RESERVE AREAS) FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, DRAINAGE COURSE, PUBLIC ACCESS, AND OTHER UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE COMMON AREAS (RESERVE AREAS).
2. NO FENCE, BUILDING, PLANTING OF TREES OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREA A UNLESS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE AND WAGONER COUNTY, OKLAHOMA.
3. RESERVE AREA B IS INCLUDED IN A DEED RESTRICTED AREA PER THE US ARMY CORPS OF ENGINEERS SECTION 404 PERMIT SWT-2009-849. SPECIFICS ON THE DEED RESTRICTION ARE IN SECTION IV OF THIS DECLARATION.
4. THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS WITHIN DRAINAGE EASEMENT AREAS UNLESS APPROVED BY WAGONER COUNTY, OKLAHOMA OR RESPONSIBLE UTILITY.
5. ALL COMMON AREAS INCLUDING RESERVE AREA A AND B SHALL BE MAINTAINED BY THE TURTLE CREEK AT MIDWAY PROPERTY OWNERS ASSOCIATION. REFER TO SECTION IV OF THIS DECLARATION FOR RESTRICTIONS ON RESERVE AREA B.
5. IN THE EVENT THE TURTLE CREEK AT MIDWAY PROPERTY OWNERS ASSOCIATION DISSOLVES OR CEASES TO EXIST FOR ANY REASON, THE COMMON AREA (RESERVE AREA A) SHALL REVERT TO RAUSCH COLEMAN SEVENTY SIX, LLC. ALL MAINTENANCE OF RESERVE AREA A SHALL BE THE RESPONSIBILITY OF RAUSCH COLEMAN SEVENTY SIX LLC ONLY IN THE EVENT THAT THE PROPERTY OWNERS ASSOCIATION CEASES TO EXIST. RESERVE AREA B SHALL REVERT TO THE ADJACENT LOT OWNERS ONLY IN THE EVENT THAT THE PROPERTY OWNERS ASSOCIATION CEASES TO EXIST.

SECTION II. DECLARATION OF PRIVATE DEVELOPMENT RESTRICTIONS

1. ALL LOTS IN SAID SUBDIVISION SHALL ONLY BE USED FOR SINGLE FAMILY RESIDENCES.
2. THE SQUARE FOOTAGE OF ALL DWELLINGS, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL HAVE A MINIMUM OF 850 SQUARE FEET. BUILDINGS SHALL NOT EXCEED TWO STORIES IN HEIGHT, WITH AT LEAST 800 SQUARE FEET LOCATED ON THE LOWER LEVEL.
3. ALL HOMES SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF ONE AUTOMOBILE.
4. SIDEWALKS ARE TO BE INSTALLED PER CITY REQUIREMENTS.
5. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM FRONT AND SIDE STREET SETBACK OR BUILDING LINES SHOWN ON THE RECORDED PLAT.
6. NO PERMANENT BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
7. LOTS CANNOT BE SPLIT INTO MORE THAN ONE LOT UNLESS THE MINIMUM SQUARE FOOT OF EACH LOT MEETS THE MINIMUM SIZE REQUIREMENT FOR LOTS IN THAT SUBDIVISION AND SUCH LOT SPLIT IS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE AND WAGONER COUNTY, OKLAHOMA.
8. EACH LOT, AT A MINIMUM SHALL HAVE THE FRONT AND SIDE YARDS TO THE REAR OF THE BUILDING FULLY SODDED. FRONT YARDS TO BE LANDSCAPED. ALL GARBAGE CANS OR REFUSE AREAS ARE TO BE FULLY SCREENED AND COVERED FROM VIEW FROM THE STREET AND FROM ADJOINING LOTS.
9. THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT THAT SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED FOUR SQUARE FEET IN DISPLAY SURFACE AREA.
10. TEMPORARY MARKETING SIGNS BY DEVELOPERS OR BUILDERS WILL BE ALLOWED UNTIL RESIDENCE HAVE BEEN CONSTRUCTED ON ALL LOTS.
11. ALL RESIDENCE SHALL BE COMPLETED USING COMPOSITION SHINGLES AND SHALL BE "WEATHERWOOD" IN COLOR OR THE EQUIVALENT. THE ROOFS MUST HAVE A MINIMUM PITCH OF 5 TO 12 EXCEPT FOR DORMERS, PORCH ROOFS OR PATIOS.
12. NO METAL ROOFS ALLOWED
13. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY RESIDENTIAL LOT SHALL BE OF AT LEAST 20% BRICK, STONE, OR STUCCO LESS AND EXCEPT THE EXTERIOR GABLED AREAS EXTENDING ABOVE THE EXTERIOR PLATE LINE OF THE FIRST FLOOR. WHEN DETERMINING THE AREA OF EXTERIOR WALLS; THE AREA OF ALL WINDOWS AND DOORS, THE EXTERIOR WALLS ADJACENT TO PATIOS AND UNDER PORCHES, AND GABLED AREAS EXTENDING ABOVE THE EXTERIOR PLATE LINE OF THE FIRST FLOOR SHALL BE EXCLUDED.
14. ALL RESIDENCE SHALL HAVE A UNITED STATES POSTAL SERVICE APPROVED MAILBOX. THE TYPE OF CONSTRUCTION SHALL BE DETERMINED BY THE DEVELOPER.
15. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE TO THE NEIGHBORHOOD.
16. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT NO MORE THAN TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES. ANIMALS CLASSIFIED AS EXOTIC ANIMALS SHALL NOT BE ALLOWED. THE TOTAL NUMBER OF PETS MAY NOT EXCEED FOUR AT ANY ONE TIME.
17. NO EXISTING OR ERECTED BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACED ON ANY RESIDENTIAL LOT AND USED AS A RESIDENCE.
18. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.
19. DURING THE CONSTRUCTION PHASE, MODEL HOMES MAY BE BUILT. THE GARAGES OF MODEL HOMES MAY BE USED AS SALES OFFICES. ALSO, ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DEVELOPER AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES 98% OCCUPANCY.
20. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY RESIDENTIAL LOT EXCEPT WITHIN AN ENCLOSED GARAGE.
21. NO MOTOR HOME, BOAT, TRAILER, TRAVEL TRAILER, OR SIMILAR RECREATION VEHICLE LOCATED, PARKED OR STORED WITHIN FRONT YARD FOR MORE THAN 48 HOURS.
22. ANY VEHICLE, MOTOR HOME, BOAT, TRAILER, TRAVEL TRAILER, OR SIMILAR RECREATION VEHICLE LOCATED, PARKED OR STORED WITHIN A BACK OR SIDE YARD MUST BE SCREENED FROM VIEW FROM ANY STREET.
23. ALL VEHICLES PARKED IN FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON CONCRETE SURFACES.
24. NO RADIO OR TELEVISION TOWERS, AERIAL OR ANTENNA SHALL BE LOCATED ON ANY RESIDENTIAL LOT.
25. SATELLITE DISHES CANNOT EXCEED 24 INCHES IN DIAMETER UNLESS SCREENED FROM VIEW FROM ANY STREET.
26. NO SATELLITE DISHES SHALL BE PERMITTED IN FRONT YARDS, NOR SHALL ANY SATELLITE BE MOUNTED ON THE FRONT PORTION OF ANY RESIDENCE.
27. NO MORE THAN 1 OUTBUILDING IS PERMITTED ON EACH LOT. OUT BUILDINGS MAY BE PLACED ON A LOT PROVIDED THE PLANS AND SPECIFICATIONS FOR THE BUILDING AND SITE PLAN ARE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THE MINIMUM STANDARDS FOR STORAGE BUILDINGS AREA AS FOLLOWS:
   A. THEY MUST BE IN BACKYARD AND NOT ENCROACH ON ANY UTILITY, ACCESS OR DRAINAGE EASEMENTS.
   B. THE MAXIMUM SIZE OF ANY OUTBUILDINGS SHALL BE 96 SQUARE FEET.
   C. NO BUILDING MAY BE IN EXCESS OF 8 FEET WIDE, 12 FEET LONG AND 8' IN HEIGHT.
   D. IF THE BUILDING IS OF METAL CONSTRUCTION, THE PEAK OF THE ROOF MUST BE 6 FEET OR UNDER INCLUDING THE FOUNDATION, IF ANY. IN OTHER WORDS, THE BUILDING MAY NOT BE VISIBLE ABOVE THE PRIVACY FENCE.
   E. OUT BUILDINGS EXCEEDING 6 FEET MUST BE CONSTRUCTED OF THE SAME EXTERIOR WALL AND ROOF MATERIAL AS THE HOUSE.
28. THE MAXIMUM SIZE OF ANY OUTBUILDINGS SHALL BE 96 SQUARE FEET.
29. NO CARPORTS WILL BE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOT.
30. EVERY RESIDENCE SHALL HAVE A POURED CONCRETE DRIVEWAY.
31. NO LOT SHALL RECEIVE ELECTRIC SERVICE FROM OVERHEAD WIRE FACILITIES. NO ABOVE GROUND TANK SHALL BE INSTALLED OR PLACED ON THE LOT, NOR SHALL THERE BE ANY ANTENNAS, TRANSMISSION TOWERS, ETC. WITHOUT WRITTEN CONSENT FROM THE ARCHITECTURAL CONTROL COMMITTEE.
32. NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT THAT WILL EXTEND BEYOND THE FRONT WALL OF THE HOUSE.
33. ALL FENCES SHALL BE 6' WOOD PRIVACY FENCING WITH THE FOLLOWING EXCEPTION: HOMES ADJACENT TO COMMON AREAS MAY INSTALL A FENCE ALONG THE REAR PROPERTY LINE THAT WILL ALLOW VISIBILITY INTO THE SHARED COMMON SPACE (PARKS, PONDS, TRAILS, ETC.). THE REAR YARD FENCE MAY BE CONSTRUCTED OF A BLACK POWDER COATED CHAIN LINK FENCE MATERIAL SUPPORTED BY WOODEN POSTS. THIS FENCING SHALL BE ALLOWED ALONG THE REAR PROPERTY LINE ONLY AND ONLY WHERE THE REAR PROPERTY LINE IS ADJACENT TO COMMON PROPERTY.
34. EXTERIOR FENCES ADJACENT TO PUBLIC RIGHTS OF WAY SHALL HAVE THE FINISHED SIDE FACING THE STREET.
35. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED A PROPERTY OWNERS ASSOCIATION OR ASSOCIATIONS OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN TURTLE CREEK AT MIDWAY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF DEVELOPMENT AND MAINTENANCE OF THE COMMON AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF TURTLE CREEK AT MIDWAY.
36. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND SHALL BE SUBJECT TO ASSESSMENT FOR MAINTENANCE AND DEVELOPMENT OF THE COMMON AREAS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A RESIDENTIAL LOT.
37. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THEN THE CONSTRUCTION SHALL BE COMPLETE WITHIN 9 MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.
38. ALL SODDED AREAS ARE TO BE KEPT NEATLY MOWED AND EDGED AT ALL TIMES.
39. ALL FRONT YARDS ARE TO BE KEPT FREE OF DEBRIS, SPORTING EQUIPMENT, TOYS, LAWN FURNITURE AND ALL UNSIGHTLY ITEMS.
40. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXISTING THE GARAGE.
41. IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOTS. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION
42. MATERIALS FOR WALKWAYS AND DRIVEWAYS SHALL BE CONCRETE ONLY AND SHALL MEET THE LOCAL REGULATORY REQUIREMENTS.
43. ON-STREET PARKING IS RESTRICTED PER REQUIREMENTS ESTABLISHED BY THE LOCAL REGULATORY AUTHORITY.

SECTION III. FORMATION AND FUNCTIONS OF THE PROPERTY OWNERS ASSOCIATION

1. FORMATION OF THE PROPERTY OWNERS ASSOCIATION: THE PROPERTY OWNERS ASSOCIATION SHALL BE INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA. THE OWNER/DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN TURTLE CREEK II AT MIDWAY HEREIN REFERRED TO AS THE "PROPERTY OWNERS ASSOCIATION" OR THE "ASSOCIATION", TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUES OF THE STATE OF OKLAHOMA.
2. PURPOSE OF PROPERTY OWNERS ASSOCIATION: THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTEREST OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. THE PROPERTY OWNERS ASSOCIATION MAY TAKE ACTION IF NONCOMPLIANCE BY OWNERS: COMPLIANCE EXPENDITURES: IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH THE PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME BY THE ASSOCIATION, AFTER WRITTEN NOTICE TO THE OWNER MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS, AND WITH THE RESPECT TO SUCH LOT OWNER, ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: FINES: THE ASSOCIATION SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE WHAT THAT SUCH OWNER'S TENANTS, GUEST AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION THROUGH REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT: THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THE DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY THE DECLARANT IN THE LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSORS THERETO AT ANY TIME ON OR BEFORE THIRTY DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

SECTION IV US ARMY CORPS OF ENGINEERS SECTION 404 PERMIT NO. SWT-2009-849 / DEED RETRICTION FILE NO. 2010-6229 BOOK: 1893, PG: 118

ANY ACTIVITY ON THE PROPERTY MUST COMPLY WITH THE TERMS AND SPECIAL CONDITIONS DESCRIBED IN US ARMY CORPS OF ENGINEERS SECTION 404 PERMIT NO. SWT-2009-849, OR A REVISION THEREOF. IT SHOULD BE NOTED THAT THE PROPERTY HAS BEEN DESIGNATED AS A WETLAND AND WILDLIFE PRESERVE FOR THE PURPOSE OF PROVIDING WETLAND MITIGATION AND MAY NOT BE DISTURBED WITHOUT FIRST OBTAINING A REVISIONS TO THE USACE PERMIT NUMBER SWT 2009-849. PERMIT REVISIONS CAN ONLY BE GRANTED BY THE U.S. ARMY CORPS OF ENGINEERS (USACE); AND THIS RESTRICTION MAY NOT BE REMOVED WITHOUT PRIOR WRITTEN APPROVAL OF THE USACE. IT SHALL BE FURTHER NOTED THAT THE PROPERTY TO BE PRESERVED FOR WETLANDS, RIPARIAN BUFFER AREAS, AND WILDLIFE HABITAT MITIGATION MAY NOT BE CONVERTED TO ANOTHER USE, INCLUDING BUT NOT LIMITED TO: CLEARING, LOGGING, BUSHHOGGING, MOWING, SPRAYING WITH HERBICIDES, FILLING, LEVELING, DRAINING, DUMPING, CONSTRUCTION OF ANY STRUCTURE, OR ANY OTHER ACTIVITY THAT WOULD ADVERSELY IMPACT THE NATURAL STATE OF THE AREA. ANY ACTIVITY INVOLVING ALTERATION OF THE PROPERTY WOULD REQUIRE PRIOR APPROVAL FROM THE TULSA DISTRICT CORPS OF ENGINEER REGULATORY OFFICE. IN RELATION TO EXISTING PUBLIC UTILITIES WITHIN THE PROPERTY, IF EMERGENCY REPAIRS ARE DEEMED NECESSARY, THE TULSA DISTRICT CORPS OF ENGINEER REGULATORY OFFICE IS TO BE NOTIFIED AS SOON AS POSSIBLE. IN THE CASE OF ROUTINE OR SCHEDULED REPAIRS OR MAINTENANCE TO EXISTING UTILITIES WITHIN THE PROPERTY, THE TULSA DISTRICT CORPS OF ENGINEER REGULATORY OFFICE IS TO BE NOTIFIED IN ADVANCE OF THE ACTIVITY.

SECTION V. OPERATION OF THE PROPERTY OWNERS ASSOCIATION: ASSESSMENTS

1. MEMBERSHIP IN THE PROPERTY OWNERS ASSOCIATION: THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE PROPERTY OWNERS ASSOCIATION, HEREIN REFERRED TO AS THE "ASSOCIATION", APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT; PROVIDED, HOWEVER, IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT DURING THE TIME SUCH CONTRACT IS IN FORCE, IF THE CONTRACT VENDER IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE VOTE FOR EACH LOT. EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO 4 VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
2. BOARD OF DIRECTORS: THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION, THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
3. CERTIFICATE OF INCORPORATION AND BYLAWS: THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION, SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS, BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
4. ASSESSMENTS: ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION IV.5 HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JANUARY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMIANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE IN JANUARY 2011.
5. ANNUAL ASSESSMENT: TURTLE CREEK AT MIDWAY PROPERTY OWNERS ASSOCIATION
   A. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING JANUARY 1ST, 2011, SHALL BE TEN DOLLARS PER MONTH PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN IV.5 (B) BELOW.
   B. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER JANUARY 1ST, 2011, MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION(A) OF THIS SECTION IV.5 ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
6. USE OF ASSESSMENT FUNDS: ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF RECREATIONAL FACILITIES LOCATED WITHIN THE COMMON AREA FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR CONSTRUCTING, PURCHASING, MAINTAINING, OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, IN THE OPINION OF THE ASSOCIATION, FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSE OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
7. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
8. LIEN FOR ASSESSMENT, FINES AND COMPLIANCE EXPENDITURES: THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO 4% PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTION THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAGONER COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF A LIEN BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COST AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNERS DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AND EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
9. SUCCESSOR'S LIABILITY FOR ASSESSMENTS: THE ASSOCIATIONS LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE REGARDLESS OF WHETHER SAID OBLIGATIONS WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OR FORECLOSURE THEREOF, WHICH SALE OR TRANSFER SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS THEREOF WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. UPON ACQUISITION TO TITLE TO A LOT, AN OWNER SHALL BE BOUND BY THE TERMS HEREOF.
10. NO OFFSETS: ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT BEEN PROPERLY EXERCISING ITS DUTIES AND POWERS UNDER THIS DECLAMATION.

SECTION VI. ARCHITECTURAL CONTROL COMMITTEE

NO BUILDING, FENCE, WALL, OR ANY TYPE OF STRUCTURE SHALL BE COMMENCED, ERECTED, OR MAINTAINED NOR SHALL ANY ADDITION THERETO OR CHANGE OR ALTERATION THEREON BE MADE UNTIL PLANS AND SPECIFICATIONS, PLOT PLAN, AND GRADING PLAN, THEREFORE, OR INFORMATION SATISFACTORY TO THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE BEEN SUBMITTED TO, AND THE APPROVAL RECEIVED FROM THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING. IN PASSING ON SUCH PLANS, SPECIFICATIONS, PLOT PLANS, AND GRADING PLANS, THE ARCHITECTURAL CONTROL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURE AS PLANNED ON THE OUT LOOK FROM THE ADJACENT PROPERTIES. THE MEMBERS OF THE DESIGN COMMITTEE SHALL BE BILL MCCOLLOUGH AND JENNIFER BARRON OR THEIR DULY AUTHORIZED REPRESENTATIVES. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. AT ANY TIME, THE THEN RECORDED OWNERS OF A MAJORITY WITH WRITTEN INSTRUMENT, CAN CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR TO RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

SECTION VII. ENFORCEMENT, VALIDITY, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE INFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

B VALIDITY

VIOLATION OF OR FAILURE TO COMPLY WITH THESE COVENANTS AND RESTRICTIONS SHALL NOT AFFECT THE VALIDITY OF ANY MORTGAGE, BONA FIDE LIEN OR OTHER SIMILAR SECURITY INSTRUMENT WHICH MAY BE THEN EXISTING ON ANY LOT. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTIONS, OR ANY PORTIONS THEREOF, BY A JUDGMENT, DECREE, OR COURT ORDER SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS OR COVENANTS HEREIN CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT ANY PORTION OF THESE COVENANTS CONFLICT WITH ANY ORDINANCE OR REGULATION PROMULGATED BY A GOVERNMENTAL AUTHORITY, THEN THE GOVERNMENTAL PROVISIONS SHALL CONTROL.

C. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2040, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION VI, D.

D. AMENDMENT OR TERMINATION

ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

E. SEVERABILITY

INVALIDATION OF ANY RESTRICTIONS SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, RAUSCH COLEMAN SEVENTY-SIXTH PLACE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY HEREBY APPROVES AND EXECUTES THE FOREGOING DEED OF DEDICATION THIS 30 DAY OF JUNE 2010.

RAUSCH COLEMAN SEVENTY-SIXTH PLACE, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BRIAN GREEN, MEMBER

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30 DAY OF June 2010, PERSONALLY APPEARED BRIAN GREEN, MEMBER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

APRIL 6, 2014 — MY COMMISSION EXPIRES
NOTARY PUBLIC

PATRICIA HALFHILL NOTARY PUBLIC #02003422 EXP. 04/06/14 STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "TURTLE CREEK II AT MIDWAY" AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY WHICH MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 30TH DAY OF JUNE, 2010.

KEVIN M. NEWLUN
OKLAHOMA REGISTERED LAND SURVEYOR #1289
BENCHMARK SURVEYING AND LAND SERVICES, INC.,
C.A. #2235, EX 6-30-10

REGISTERED PROFESSIONAL LAND SURVEYOR KEVIN M. NEWLUN 1289 OKLAHOMA

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30 DAY OF JUNE 2010, PERSONALLY APPEARED KEVIN M. NEWLUN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

April 6, 2014 — MY COMMISSION EXPIRES
NOTARY PUBLIC

PATRICIA HALFHILL NOTARY PUBLIC #02003422 EXP. 04/06/14 STATE OF OKLAHOMA

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, TURTLE CREEK II AT MIDWAY, IS APPROVED FOR THE USE OF PUBLIC WATER SUPPLY AND SANITARY SEWER.

DATED THIS 6 DAY OF July, 2010.

ENVIRONMENTAL SUPERVISOR OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

STATE OF OKLAHOMA APPROVED JUL 06 2010 DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION, DO HERE NOW CERTIFY THAT THE PROPOSED SUBDIVISION, TURTLE CREEK II AT MIDWAY, HAS BEEN PROCESSED THROUGH THE WAGONER COUNTY PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, ~~TOM VINCENT~~ Chris Edwards, CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE WAGONER COUNTY BOARD OF COMMISSIONERS, DO HERE NOW APPROVE THE ACCEPTANCE OF TURTLE CREEK II AT MIDWAY AS A SUBDIVISION OF WAGONER COUNTY.

~~TOM VINCENT~~, CHAIRMAN OF THE WAGONER COUNTY BOARD OF COMMISSIONERS

CERTIFICATE OF WAGONER COUNTY TREASURER

I, GLORIA MARSHALL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2009 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS TURTLE CREEK II AT MIDWAY.

7-6-2010
GLORIA MARSHALL, WAGONER COUNTY TREASURER

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

CERTIFICATE OF WAGONER COUNTY CLERK

I, CAROLYN KUSLER, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED TURTLE CREEK II AT MIDWAY HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

CAROLYN KUSLER, WAGONER COUNTY CLERK

COUNTY CLERK SEAL

TURTLE CREEK II AT MIDWAY
JUNE 30, 2010
SHEET 2 of 2

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By Amanda Kohl
DEPUTY