



X By SS Deputy

Return to:

Remington Enterprises
P.O. Box 72217
Norman, OK 73070

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
BUFFALO CREEK**

This Declaration of Covenants, Conditions and Restrictions (“**Declaration**”) is made and entered into as of the date of the last signature affixed hereto (the “**Effective Date**”), by **REMINGTON PROPERTIES LLC**, an Oklahoma limited liability company (the “**Declarant**”).

WHEREAS, Declarant is the owner of all of the real property contained within the Final Plat of Buffalo Creek, according to the plat recorded in Book 3037, Page 48 in the office of the McClain County Clerk (the “**Property**”). The legal description of the Property is attached hereto as **Exhibit A**; and

WHEREAS, Declarant desires to submit the Property and all improvements to be constructed thereon to Oklahoma’s Real Estate Development Act (Title 60 O.S. §§ 851-58, as may be amended from time to time); and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Addition, as defined herein, and for the maintenance and improvement of the common areas and other common facilities now existing or hereafter erected thereon; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which are for the benefit of the Addition and each owner of property located therein; and

WHEREAS, Declarant has or shall incorporate under the laws of the State of Oklahoma, as a non-profit corporation, the Association (as defined herein), for the purpose of exercising the rights contained herein; and

NOW, THEREFORE, Declarant hereby publishes and declares that the Property, and any additional tracts, sections, or phases that maybe annexed by Declarant from time to time, together with all improvements thereon, are hereby subjected to the conditions, covenants, and restrictions contained in this Declaration.

By _____
Deputy
Return to:
General Services
40 West 100th
New York, N.Y.

UNITED STATES GOVERNMENT
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D. C.

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WASHINGTON, D. C.

SUMMARY OF TERMS

This page is offered as a summary of basic terms contained within this Declaration. This is included as a non-exhaustive list and all Owners are required to read and abide by the entire terms and conditions contained within this Declaration. In the event of any conflict between this summary and the full Declaration, the Declaration shall control.

- Name of Addition:** Buffalo Creek, County of McClain, Oklahoma
- Name of Associations:** Buffalo Creek Homeowners Association, an Oklahoma non-profit corporation
- Declarant:** REMINGTON PROPERTIES, LLC, an Oklahoma limited liability company
- Approved Builders:** Declarant, and Declarant's affiliated entities, shall be the only initially Approved Builder in the Addition. Declarant shall have the right to approve other builders from time to time, in Declarant's sole discretion.
- Annual Dues:** The initial annual assessment for each Lot shall be Three Hundred Fifty Dollars (\$350.00).
- Architectural Committee:** Detailed plans for all improvements and uses, whether temporary or permanent in nature, must be submitted to and reviewed by the Architectural Committee prior to commencement thereof, in accordance with the terms of this Declaration.
- Declarant Notice Address:** PO Box 722217, Norman, OK 73070.
- Minimum Dwelling Sq. Ft.:** One Thousand Seven Hundred Fifty (1,750) square feet.
- Roof Pitch:** Roofs shall be a minimum 8 to 12 pitch with black or weathered wood colored shingle, unless otherwise approved in writing by the Architectural Committee.
- Exterior Materials:** The exterior of each Dwelling is subject to the review and approval of the Architectural Committee. Applicants may propose a combination of exterior materials, however, final approval as to design, materials, and required percentage of masonry shall be determined in the Architectural Committee's sole and absolute discretion.

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ARTICLE I. DEDICATION

1.1 Definitions

This is an index of some of the frequently used terms in the Declaration. It is not an exhaustive list of all defined terms used herein. The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

“Addition” means the Buffalo Creek Addition, which is made up of the Property, together with all additional tracts, sections, phases, or expansions thereto. For clarity, when future tracts, sections, phases, or expansions, and any supplemental declarations, are annexed into the Addition, no amendment is necessary to this Declaration in order to achieve the inclusion of the additional property in Addition and the membership of such Lot Owners into the Association.

“Association” or “Homeowners Association” means Buffalo Creek Homeowners Association, an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this real estate development, the members of which shall be all of the Owners of the Lots.

“Builder” means an individual or entity that either acquires an interest in a Lot, or contracts with an Owner of a Lot, for the purposes of constructing thereon a single-family residence for sale to an owner-occupant. Declarant, and Declarant’s affiliated entities, shall be the only initially Approved Builder (as defined later in this Declaration) in the Addition. No other Builders shall be authorized to build new construction or improvements within the Addition unless first approved in writing by the Declarant or Association.

“Common Areas” means the portion of the Addition designated on any plat of the Addition as common area or open space that is to be for the common enjoyment and/or benefit of the Owners or Association, together with all improvements thereon or hereafter completed thereon, which may include, but is not required to include, and is not limited to, lighting, entranceway improvements, landscaping, sidewalks, if any, walls, medians, parking areas, sprinkler systems, fences, gates, walking trails, private streets, private roads, and drainage, retention, and detention areas.

“Declarant” shall mean and refer to REMINGTON PROPERTIES, LLC, an Oklahoma limited liability company, its respective successors and assigns.

“Dwelling” shall mean the one (1) primary single-family residence constructed on a Lot.

“Lot” means a portion of the Addition designated for separate ownership, and its improvements, the boundaries of which being the property lines shown on the recorded Plat of the Addition.

“Obligation(s)” shall mean all dues, assessments, costs, liabilities, and expenses that may be attributable to a specific Owner or Lot in accordance with the terms of this Declaration.

“Owner” means the record owner, whether one or more Persons, of fee title to any Lot, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.

“Person” means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

“Plat” means the final plat for the Addition which is recorded in Book 3037, Page 48 in the office of the County Clerk of McClain County, Oklahoma.

“Visible from Neighboring Property” means, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

“Visible from the Street” means, as to any given object, that such object is visible to a person six (6) feet tall, standing on any street right of way within the Addition.

ARTICLE II. COMMON AREAS

2.1 Easement of Enjoyment.

Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, subject to the terms of this Declaration, which shall be appurtenant to and shall pass with the title to every Lot, so long as said Owner is not in violation of any terms or conditions contained in this Declaration, including, but not limited to, the Obligations attributable to said Owner.

2.2 Title to Common Areas.

Legal title to the Common Areas, at a time determined by Declarant, shall be conveyed to the Association subject to (i) easements and encumbrances filed of record or shown on a Plat, (ii) the right of the Owners to use and enjoy the Common Areas as provided herein, (iii) the covenants, terms, and restrictions contained in this Declaration, and (iv) any rules and regulations adopted by the Association from time to time.

2.3 Blanket Easements for Utilities.

There is hereby created a blanket easement in, on, through, upon, across, over, and under all of the publicly dedicated easements and rights-of-way, as shown on the Plat, for ingress and egress, installation, replacement, repair, and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones, and electricity. By virtue of this easement, it shall be expressly permissible for the electrical company, telephone company and/or any other company providing services to the Addition to erect and maintain the necessary poles and other necessary equipment on said easements, subject to the approval of the Association or Architectural Committee as to location and design. The Association, in its sole discretion, may from time-to-time grant additional easements and rights of way on, across, under, and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Addition.

2.4 Easement for Section line and Entryway Road Improvements.

Both the Association and the Declarant are specifically granted an easement as well as the authority and the right, but not the obligation, to construct a wall, fence, or other type of barrier, entryway signage, landscaping, or other similar type of improvement along or near the property lines of any Lots abutting section line roads, public roads, or entrances into the Addition.

2.5 Limitations upon Owners' Easement of Enjoyment.

The Owners' nonexclusive rights and easements of enjoyment created in this Declaration shall be subject to the following limitations, as well as the terms and conditions of this Declaration:

(A) Right to Mortgage. The right of the Association to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Owners until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners shall be fully restored. Should the Association mortgage any portion of the Common Areas pursuant to this Section, the Association is entitled to, but not obligated to, take all reasonable and necessary steps to protect against foreclosure.

(B) Right to Suspend. The Association may suspend the enjoyment rights of any Owner for any period during which any Obligation, assessment, fines, or other amounts remain unpaid. Additionally, the Association may suspend an Owner's enjoyment rights for up to a maximum of sixty (60) days from (i) the date of an infraction of the Association's rules or regulations or breach of the terms of this Declaration by said Owner, or (ii) the date said infraction, breach, or violation is remedied by said Owner, whichever is greater.

(C) Right to Charge Admission. The Association may, but shall not be obligated to, charge Owners admission or other reasonable fees for the Owners' use of the Common Areas.

(D) Right of Conveyance. The right of the owner of title to the Common Areas to convey to any public agency, authority, or utility, subject to applicable approvals of such entities and/or agencies, easements for drainage or utility purposes across any part of the Common Areas, provided that the proposed design and location of each such improvements or facilities shall be first submitted in writing to and approved by the Architectural Committee, and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions.

2.6 Eminent Domain

If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Owners in any condemnation proceedings or in

negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Owner appoints the Association as attorney-in-fact for such purposes. The entire amount awarded or negotiated for shall be retained by the Association and used as the Board may desire, in accordance with the terms of this Declaration.

ARTICLE III. HOMEOWNERS ASSOCIATION

3.1 Mandatory Membership

An Owner of a Lot, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of ownership of a Lot. The Association shall be governed by a Board of Directors (the “**Board**”), in accordance with the Bylaws of the Association. The Association may employ agents, contractors, representatives, property managers, and/or employees for the purposes and at the compensation as the Association may determine desirable.

3.2 Voting Rights

The Association shall have two (2) classes of membership:

Class A. “**Class A Members**” shall be all Owners of Lots, with the exception of the Declarant and any other entity designated by Declarant as a Class B Member. Each Class A member shall be entitled to one vote for each Lot owned, once Class A Members are vested with voting rights in accordance with the terms of this Declaration. When more than one Person holds an ownership interest in a Lot, all such Persons shall be members of the Association. The vote for such Lot shall be exercised as said Persons among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A Members shall not be vested with voting rights until the Class B Members no longer own any interest in the Addition or have expressly relinquished their voting rights in writing, whichever occurs first.

Class B. “**Class B Members**” shall be the Declarant and any other entity designated by Declarant as a Class B Member. Class B Members shall be immediately vested with, and entitled to exercise, the full voting rights of the Association, including, but not limited to, the right to unilaterally amend this Declaration or annex additional property into the Addition, in their sole and absolute discretion from time to time, until Class B Members no longer own any interest in the Addition or all Class B Members have expressly relinquished their voting rights in writing, whichever occurs first.

3.3 Association’s Maintenance and Responsibility

The Association shall be responsible for the maintenance, operation, and repair of all Common Areas, including, but not limited to, all improvements constructed thereon by Declarant, all walls (except for retention walls on individual Lots, which shall be the responsibility of the individual Owner of said Lot), entryway improvements or decorative features, gates, ponds, private sidewalks, private streets, private roadways, or other private structures/amenities that are constructed by Declarant within the Addition for the common use and benefit of the Association.

All Owners acknowledge and understand that the streets within the Addition are private streets. The Association shall be responsible for maintenance and upkeep thereof, as with all other Common Areas. Each Owner will be responsible for its portion of maintenance expenses through the assessments contemplated by this Declaration.

3.4 Insurance Requirements

The Association shall maintain, repair, and to the extent deemed appropriate, improve the Common Areas, including, but not limited to, the private roads and streets within the Addition, in a manner which will benefit all Owners; provided, however, any Owner whose negligence or intentional actions causes or contributes to any damage to the Common Areas shall be responsible for the damage caused thereby.

3.5 Notice of Association Meetings

Notice of all meetings of the Class A Members of the Association shall be given as provided in the By-Laws. At any meeting of the Class A Members of the Association, the presence at the meeting or written proxies for Class A Members entitled to cast the requisite percentage of votes needed to approve the action shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Class A Members present, although less than quorum, may give notice to all Class A Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Class A Members are present shall constitute a quorum in order to hold the meeting but shall not be deemed to limit or reduce the required number of votes required to approve the action. Class B Members need not provide notice of meetings of Class B Members so long as Class B Members retain the voting rights of the Association. Meetings of the Class A Members shall not occur until the Class B Members no longer retain the voting rights of the Association, unless otherwise required by this Declaration or called by Class B Members.

ARTICLE IV. ASSESSMENTS

4.1 Covenant to Pay Obligations

Each Class A Member, by acceptance of a deed to a Lot within the Addition, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all Obligations to the Association, including (i) annual dues and maintenance assessments, (ii) special assessments for capital improvements or for any other purposes allowed by this Declaration, including, but not limited to, special assessments solely attributable to one Class A Member for fees, fines, or other amounts owed to the Association, and (iii) all other Obligations imposed by this Declaration. Such Obligations shall be charges upon and shall be continuing liens upon the Lot against which each such Obligation is made, and, to the fullest extent permitted by applicable law, shall be paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Obligation fell due. Class B Members shall be specifically excluded from the duty to pay any Obligation, whether annual assessments, special assessments, or other Obligation.

4.2 Annual Assessment

The annual assessments levied by the Association shall be used to (i) promote the recreation, health, safety, and welfare of the Owners, (ii) carry out the business of the Association, (iii) enforce this Declaration, should the Association desire to do so, (iv) improve and maintain the Common Areas, and (v) carry out any other lawful purpose of the Association. The initial annual assessment for each Lot shall be Three Hundred Fifty Dollars (\$350.00). After the first year of assessments being levied and cost being incurred by the Association, the Board may increase the annual assessment as necessary in order to ensure the annual assessment will cover the reasonably anticipated expenses of the Association. Following the initial increase that may be made by the Board to ensure the annual assessments will cover the reasonably anticipated expenses of the Association, the Board may increase the annual assessment amount each subsequent year, provided that such subsequent increases do not exceed more than twenty percent (20%) above the assessment for the previous year. Any increase above twenty percent (20%) more than the annual assessment, excluding only the initial increase after the first year of assessments being levied and costs being incurred by the Association, for the previous year shall require a majority vote of the Class A Members at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting. The vote for an additional increase in the annual assessment above and beyond the Association's maximum allowances is the only vote in which Class A Members shall be entitled to participate in prior to voting rights vesting with the Class A Members in accordance with the terms of this Declaration.

4.3 Commencement Date of Annual Assessments

The initial commencement of annual assessments shall be upon the incorporation of the Association, unless otherwise determined by the Declarant, with such assessment being immediately due and payable to the Association upon written notification by Declarant. Thereafter, all annual assessments shall be due and immediately owing to the Association as of January 1st of each year. Class B Members shall be exempt from all assessments and Obligations. The annual assessment shall be paid in advance on the due date. The Board shall fix the amount of the annual assessments at least thirty (30) days in advance of the due date and shall at that time prepare a roster of the Class A Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection, by appointment, by any Owner. The Association shall, upon demand, furnish to any purchaser of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid therein. A charge of three (3%) percent of the annual assessment shall be made by the Board to the requesting Person for the issuance of these certificates.

4.4 Special Assessments

In Addition to the Association's annual assessments, the Association may levy special assessments, from time to time, for the purpose of defraying, in whole or in part, the cost of any

construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, installation, maintenance, replacement, or other modification of new or existing improvements within the Addition, enforcing the terms of this Declaration, or any other reason as may be determined by the Association; provided that any such special assessment shall have the assent of either: (i) the Class B Members, while the Class B Members still retain their voting rights of the Association, or (ii) if Class B Members no longer retain any voting rights of the Association and Class A Members' voting rights have vested in accordance with the terms of this Declaration, a majority vote of the Class A Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all Class A Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

4.5 Lien Rights

All unpaid Obligations, including, but not limited to, annual assessments, special assessments, and all other costs, expenses, fees, late charges, fines or interest, shall constitute a lien on the respective Lot associated with such unpaid Obligation. The lien against said Lot shall be prior to all other liens to the greatest extent permissible by applicable law. To evidence such lien, the Association shall prepare a written notice of said lien setting forth the amount of such unpaid Obligation, the name of the Owner of the Lot, and a description of the Lot, such notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of McClain County, Oklahoma. Such lien for unpaid Obligations shall attach from the due date of such unpaid Obligation. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses, and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses, and attorney's fees incurred by the Association. The Owner of the Lot being foreclosed shall remain obligated to pay to the Association all Obligations attributable to the Lot arising or coming due during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Obligations payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Owner.

4.6 Collection of Unpaid Obligations

All Obligations assessed against each Lot shall be the personal and individual debt of the Owners thereof. No Owner may exempt themselves from their individual duty to pay such Obligations by waiver of the use and enjoyment of any of the Common Areas or by abandonment of a Lot. The Board of Directors shall have the responsibility to take action to collect any unpaid dues or assessments which remain unpaid more than sixty (60) days from the due date for payment thereof. In the event of a default by an Owner in the payment of an Obligation, such Owner shall be obligated to pay interest at the rate of eighteen percent (18%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum

on the amount of the unpaid Obligations from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such unpaid Obligations. Suit to recover a money judgment for unpaid Obligations may be instigated in McClain County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an Obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an Obligation to the mortgagee.

4.7 Owner's Right to Mortgage

An Owner shall have the right from time to time to mortgage or encumber its Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale, or other means shall be subject to the terms and conditions of this Declaration unless specifically excepted herein.

ARTICLE V. ARCHITECTURAL COMMITTEE

5.1 Introduction and Intent

The Association shall establish an Architectural Committee (the "**Architectural Committee**" or the "**Committee**"). The Architectural Committee shall endeavor to promote a diverse and aesthetically pleasing community, to be determined in the Architectural Committee's sole and absolute discretion, with respect to the architectural design and construction quality of all improvements, landscaping, and overall use of each Lot. All submissions to the Architectural Committee will be evaluated with respect to the individual characteristics of each Lot, including, but not limited to, context, proposed stylistic conventions, and regional appropriateness in order to promote the type of diverse and aesthetically pleasing community that the Declarant and the Architectural Committee desires, in their sole and absolute discretion. Declarant desires to utilize and entrust the Architectural Committee to review each new building, improvement, structure, project, and all other required submissions to the Architectural Committee. The Architectural Committee, although not obligated to, may make suggestions and or recommendations to assist the applicant in meeting the Architectural Committee's vision and plan for the Addition. The Architectural Committee encourages questions, discussions, and preliminary review meetings in order to assist applicants, Builders, and Owners, as the case may be, understand the Architectural Committee's desire for the Addition.

5.2 Submission and Review

All improvements and uses, whether temporary or permanent in nature, must be submitted to and reviewed by the Architectural Committee prior to commencement and/or construction thereof, unless expressly pre-approved herein. It is the intent of the Declarant and the Association for this submission and review requirement to be construed as broadly as possible; therefore, there shall be a presumption that Architectural Committee review and approval is required. Accordingly, no temporary or permanent improvement, construction, shop, building, Addition, assembly, edifice, erection, storage container, pod, shed, storage trailer, recycling container, trash container,

fence, landscape improvement, house, barn, shed, satellite dish, play structure, pool, pool house, recreational improvement, garden improvement, abode, bungalow, cabin, cottage, Dwelling, manor, tower, sunroom, greenhouse, garage, carport, pavement, septic system, water well, or any other structure, of any kind, size, type, or nature, shall be constructed, placed, added, demolished, revised, changed, formed, enlarged, remodeled, renovated, installed, built, created, raised, or altered on any Lot in the Addition until detailed building plans, site plans, elevations of all exterior facades, specifications, sizes, dimensions, locations, color choices, material uses, qualities, textures, pavement areas, entries, walls, roofs, windows, uses, doors, fences, trash enclosures, products, lighting, forms, shapes, aesthetics, and landscaping plans, of all such items (collectively, the “Plans”) have been previously reviewed and approved in writing by the Architectural Committee, as determined by a simple majority vote of the Architectural Committee, in their sole, exclusive, and absolute discretion, or by any person or persons designated in writing by said Architectural Committee. It is the intent of this provision that the Architectural Committee shall have the absolute right and power to review, approve, deny, or conditionally approve any proposal on the Lots.

5.3 Contents of the Plans

At a minimum, the Plans shall include the following information:

(A) Detailed architectural plans, specifications, and construction documents, including but not limited to all site plans, landscaping and fencing plans, floor plans, roof plans, pavement plans, exterior elevations, Lot coverage and impervious area calculations, water well and septic system locations, and building sections, showing sufficient detail and information of all proposed items to be located on each Lot for the Architectural Committee to make an informed decision about the quality and quantity of all items in the proposal;

(B) Material selections and manufacturer cut sheets of all materials to be included on all exterior improvements on each Lot;

(C) Actual finish texture and color samples of all exterior materials and products to be located on each Lot;

(D) A description of proposed uses on each Lot in sufficient detail to review whether such uses are desirable within the Addition, to be determined in the Architectural Committee’s sole and absolute discretion; and

(E) Any other information as may be required by the Architectural Committee in order to fully understand the details of the proposed improvements or alterations to said Lot.

5.4 Members of the Architectural Committee

Initially, the Architectural Committee shall consist of Declarant, or any number of representatives of the Class B Members, who may be, but are not required to be, Owners, licensed architects, or other design professionals, as may be designated from time to time by the Class B Members. for so long as the Class B Members retain the voting rights of the Association. When

the Class A Members are vested with the voting rights of the Association, the Architectural Committee shall consist of a committee composed of no less than three (3) and no more than five (5) representatives, who may be, but are not required to be, Owners, licensed architects, or other design professionals, appointed by the Board. In the event of the death or resignation of any member of the Architectural Committee, the remaining members shall have full authority to designate a successor or successors in writing.

5.5 Approval of Plans

A majority vote of approval from the Architectural Committee shall be required for approval of the Plans. Approval of Plans shall be issued or withheld in the sole and absolute discretion of the Architectural Committee. The Architectural Committee may refuse approval of the Plans, in whole or in part, for any reason, including purely aesthetic reasons, in its sole and absolute discretion. The building and design guidelines contained in this Declaration, such as, but not limited to, roof pitch, masonry requirements, and minimum square footage calculations, are not an exhaustive list of criteria for building within the Addition and the Architectural Committee may consider all aspects of the proposed improvements and the applicable Lot. Architectural Committee approval is also required for the landscaping plan for the Lots, which at a minimum must include sodded front and side yards. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve, disapprove, conditionally approve, or request additional information as to the proposed improvements within sixty (60) days after the full and complete Plans, as well as all additional information or modifications as may be requested by the Architectural Committee, have been submitted to the Architectural Committee (as evidenced by written receipt of the Architectural Committee or a return receipt for certified mail), then said Owner may proceed with construction of said improvement in the *exact* manner, style, materials, use, and location that was presented on the Plans submitted to the Architectural Committee. Notwithstanding the foregoing, any and all improvements to be constructed by Declarant or Declarant's affiliated entities shall not require formal written approval from the Architectural Committee.

5.6 Ability to Grant Variances

Any specific guidelines set forth herein as to design criteria remains subject to application and interpretation of the Architectural Committee as it pertains to each improvement and use planned on each Lot. The Architectural Committee shall have the right, but not the obligation, to approve variances, exceptions, or exemptions from the design/building guidelines, property restrictions, or use restrictions contained in this Declaration. Approval of a variance, exception, or exemption shall not prohibit nor require the Architectural Committee's approval of a similar or identical request on another Lot within the Addition. Each approval or denial shall be determined in the Architectural Committee's sole and absolute discretion. Notwithstanding the foregoing, each Owner bears the duty to ensure their requested variance, exception, or exemption will not be a violation of any applicable rule, law, ordinance, statute, code, or regulation.

5.7 Commencement of Work

Upon an Owner's receipt of the Architectural Committee's approval of the Plans, whether expressly set for in writing or deemed by lapse of time, the Owner shall, as soon as practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within six (6) months from the date of approval, such approval shall be deemed revoked, and the Owner must again seek the approval of the Architectural Committee. Said work shall be completed within one (1) year after said Owner purchases a Lot within the Addition; however, the Architectural Committee may, but shall not be obligated to, grant an extension of time to an Owner upon a showing of good cause.

5.8 Proceeding at Owner's Risk

EVERY OWNER IS HEREBY ON NOTICE THAT AN OWNER PROCEEDS ENTIRELY AT THEIR OWN RISK IF THEY BEGIN IMPROVEMENTS, ALTERATION, CONSTRUCTION, REMODELING, OR WORK OF ANY KIND ON ANY LOT IN THE ADDITION WITHOUT FIRST RECEIVING WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE - WHICH CANNOT HAPPEN UNTIL ALL SUBMITTAL ITEMS HAVE BEEN PROVIDED TO THE ARCHITECTURAL COMMITTEE. VERBAL APPROVAL FROM THE ARCHITECTURAL COMMITTEE OR ANY MEMBER OF THE ARCHITECTURAL COMMITTEE IS NOT A VALID APPROVAL. IN THE EVENT THAT AN OWNER PROCEEDS WITH IMPROVEMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE, AND THE ARCHITECTURAL COMMITTEE LATER DETERMINES IN THE ARCHITECTURAL COMMITTEE'S DISCRETION THAT SUCH IMPROVEMENTS DO NOT MERIT APPROVAL, THEN THE ARCHITECTURAL COMMITTEE MAY REQUIRE THE OWNER TO REMOVE ALL SUCH IMPROVEMENTS AT THE OWNER'S SOLE EXPENSE, OR THE ARCHITECTURAL COMMITTEE, DECLARANT, OR ASSOCIATION MAY ENTER UPON THE DEFAULTING OWNER'S PROPERTY AND HAVE THE IMPROVEMENTS REMOVED, WITH THE COST OF SUCH REMOVAL TO BE FILED AS A LIEN AGAINST THE OWNER'S PROPERTY. EACH OWNER SHALL BE BOUND BY ALL PROVISIONS HEREIN, AND EACH HEREBY AFFIRMS AT TIME OF TAKING OWNERSHIP OF A LOT THAT EACH HAS READ THE ENTIRE DOCUMENT HEREIN AND UNDERSTANDS AND ACKNOWLEDGES EACH OWNER'S OBLIGATIONS HEREIN.

5.9 Limitation of Liability

The Architectural Committee, Board, Declarant, other Class B Members, or any member, employee, representative, or agent thereof, shall not be liable to any Person submitting Plans for approval, or any other Person, for any reason, arising out of or in connection with the approval, disapproval, or failure to approve any such Plans, or for any other action in connection with its or their duties hereunder. The standards and procedures established for the Architectural Committee do not create any duty to any Person. The Declarant, the Architectural Committee, the Association, the Board, Class B Members, and any committee, or member of any of the foregoing shall not be

held liable for any defects in Plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Architectural Committee, Declarant, the Board, Class B Members, and the individual Persons serving thereon, shall be defended and indemnified by the Association. An approval by the Architectural Committee of any submission is only an approval with respect to design and aesthetic considerations and is not an approval of: (1) the structural integrity or soundness of any proposed construction, (2) compliance with building codes, zoning ordinances, or other governmental requirements, or (3) the safety of the Lot, Dwelling, or any improvements thereon. All Owners are solely responsible for the aspects mentioned in the previous sentence. The limitation of liability contained herein shall apply to all Persons serving on the Architectural Committee, regardless of whether such Person holds a professional license of any nature, including, but not limited to, licensed architects, brokers, or similar professions.

5.10 Registration of Addresses

Each Owner shall register their mailing address and email address with the Association. All notices, demands, or other communications required or allowed by this Declaration to an Owner may be sent by email to the Owner's registered email address or by mail, postage prepaid, to the Owner's registered mailing address. All notices, demands, or other communications required or allowed by this Declaration to the Architectural Committee or Association may be sent by mail to PO Box 722217, Norman, OK 73070, or mailed to the address of the registered agent of the Association, if different.

5.11 Approved Builders

All Dwellings within the Addition shall be built by experienced and qualified Builders initially approved in this Declaration, by the Declarant, or subsequently approved by the Architectural Committee (the "Approved Builders").

ARTICLE VI. PROPERTY RESTRICTIONS

(All property restrictions in this Article, as with all other relevant articles, are put forth subject to Architectural Committee review and approval)

6.1 Single Family Residences

All Lots herein shall be occupied as single-family residences. No residence may be owned or occupied for any commercial or business purpose, or for any use that is in violation of the zoning designation. All Dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Addition. Mobile homes, manufactured homes, or modular homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot. The following provisions in the remainder of this Article are not intended to be exhaustive or even detailed restrictions as to the character of development to be allowed within the Addition. The Architectural Committee, through its review and approval or denial of every act of construction, improvement, or proposed use of every Lot, is to be the deciding body as to what types of improvements and character of such will be allowed in the Addition. Therefore, to the

extent that any provision in this Article is contradictory to a decision of the Architectural Committee, the Architectural Committee's decision shall govern.

6.2 Minimum Square Footage

Unless otherwise stated herein, no Dwelling shall contain less than One Thousand Seven Hundred Fifty (1,750) square feet of above ground living area. Each Dwelling shall have at least a two (2) car garage, attached to, detached from, or built within the Dwelling, unless otherwise approved by the Architectural Committee. The orientation of the garage, as to whether side load or facing front, or a combination of front and side load bays, will be submitted to and reviewed by the Architectural Committee. Prior to the installation of any garage door, whether new or as a replacement, the design of all such garage door must be approved in writing by the Architectural Committee, with any modification, approval, conditional approval, or rejection to be given in the sole discretion of the Architectural Committee. The Architectural Committee may require décor or specific types of garage door styles to be utilized on the Dwelling.

6.3 Exterior Requirements

The exterior of each Dwelling is subject to the review and approval of the Architectural Committee. Owners and/or Builders may propose a combination of exterior materials, such as brick, stone or stucco, together with accent framing, siding, or other materials which will blend together with the masonry aspects, however, final approval as to design, materials, and required percentage of masonry shall be determined in the Architectural Committee's sole and absolute discretion. The Architectural Committee encourages the use, on the principal exterior of the Dwelling, of masonry construction, but may allow the use of other materials to blend with the environment to eliminate repetition of design. Chimney materials must be brick, stone, siding, or stucco to the top of the first-floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material.

6.4 Storage and Other Detached Structures

Detached storage buildings are permitted so long as the structure is approved by the Architectural Committee. The storage buildings should be compatible with the exterior of the Dwelling, unless otherwise approved by the Architectural Committee. All exterior storm shelters of any kind must be properly sodded and landscaped over and all aspects of such structures and placement must be approved by the Architectural Committee. No storage building, storm shelter, shop, shed, barn, or any other detached structure on any Lot within the Addition shall exceed the dimensions of Thirty (30) feet long by Fifty (50) feet wide or contain greater than One Thousand Five Hundred (1,500) square feet. Sidewall height maximum allowed is fourteen (14) feet.

6.5 Driveways: Sidewalks: Mailboxes

All driveways must be of concrete or paver construction in a material and design that is approved in advance by the Architectural Committee. Mailboxes may be Cluster Box Units and established in locations approved by the United States Postal Service.

6.6 Roofs

Roofs for single family residences shall be a minimum 8 to 12 pitch with black or weathered wood colored shingle, unless otherwise approved in writing by the Architectural Committee.

6.7 Fences

All fencing installed, maintained, or replaced upon any Lot within the Addition shall be of materials approved by the Architectural Committee, in the Architectural Committee's sole discretion. Fences shall be black chain link, wood, or any other type of construction that is approved in advance by the Architectural Committee. Such fences shall not exceed six (6) feet in height, unless otherwise approved by the Architectural Committee. Wood fences that are six (6) feet in height, have the finished or decorative side facing the front or side streets, and are otherwise constructed in accordance with this Section shall be considered approved by the Architectural Committee without necessary submission of additional Plans for review by the Architectural Committee. No fence on a Lot may extend past the front of the Dwelling, unless otherwise approved by the Architectural Committee. No fences may be constructed on the front portion of any Lot within the Addition between the front Lot line and the front building setback line. Further, no corner Lots may be fenced beyond the front or side building setback lines. All fences must be maintained in good condition with no visible defects or loose or missing pickets.

All fencing installed by the Developer along the subdivision boundary adjacent to the public roadway (including but not limited to fencing located on or near the property line abutting the highway) shall be deemed a common area improvement and shall be owned by the Homeowners Association ("HOA"). The HOA shall be solely responsible for the ongoing maintenance, repair, and replacement of such fencing. No individual lot owner shall have any ownership interest in, responsibility for, or authority to modify, remove, or alter said fencing without the prior written consent of the HOA.

In Addition, any fence constructed by a lot owner shall be located no closer than ten (10) feet from any fence installed and maintained by the HOA. No privately constructed fence shall connect to, attach to, or otherwise incorporate any HOA-owned fencing.

6.8 No Garage Conversions

Garages may not be structurally altered as an extra room Addition or for the purpose of any residential or commercial use.

6.9 Easements and Drainage

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the

utility easements, or which may obstruct or retard the flow of water through drainage channels in the utility easements. The utility easements area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner at Owner's expense, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the Owner's responsibility; and it shall be the responsibility of the Owner, at Owner's expense, to: (a) keep the easements, channels, and swales free of any structure, planting, or other material which may change the direction of flow, obstruct, or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, and (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible. Erosion control measures required by the City, or any other applicable governmental authority having authority over the Addition, shall be the responsibility of the Owner, at Owner's expense. All land contours are to remain as natural as possible with minor changes as may be allowed by the Architectural Committee upon submittal by the Owner for such written approval, such as leveling for construction pads or grading Lots for drainage. Said drainage grading shall conform to applicable municipal drainage requirements and shall not in any way cause harm to neighboring Lots or others down slope.

6.10 Side and Rear Setback Requirements

All improvements, structures, and appurtenances constructed on any lot within the subdivision shall comply with minimum setback requirements of fifteen (15) feet from all side property lines and fifteen (15) feet from the rear property line, provided that such property lines are not adjacent to a public or private roadway. Any property line adjoining a public or private roadway shall be subject to a minimum setback of thirty (30) feet. No building, structure, or portion thereof, including but not limited to homes, garages, accessory buildings, or other improvements, shall be located within these required setback areas. These setback requirements are established to maintain uniform spacing, privacy, and overall aesthetic consistency throughout the subdivision and shall be strictly enforced by the Homeowners Association ("HOA").

6.11 Landscaping

Existing trees are to be preserved to the extent practical. Each Owner shall install and maintain, at their own cost, solid slab sod on all areas of the front and sides of the Lot, and at least the fifteen feet depth closest to the Dwelling in the backyard, except those areas established for landscaping planters, flower beds or other ground cover as shown on the landscaping plan as approved in writing by the Architectural Committee. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the Dwelling upon the Lot. All Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting, and maintaining of shrubs and trees. All lawns shall be mowed, edged, cleared of leaves and clippings, at least once each week during the growing seasons. Lawns consisting primarily of unmowed grasses and flowers shall be prohibited. In the event that the landscaping

on a Lot is in need of mowing, trimming, edging, watering, pruning, or other form of maintenance or care, and the Owner does not complete such work within (3) days of receiving notice from the Declarant or Association of such maintenance needed, then the Declarant or Association, or contractors as hired by them, may enter onto the Lot and perform such maintenance and thereafter invoice the Owner for all expenses incurred in doing so, plus a fifteen percent (15%) added charge for handling the maintenance. All such charges and expenses are subject to being filed as a lien against the Owner's property in the event of non-payment.

6.12 Vent Pipes

All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof. To the extent possible all vent pipes shall be placed on the side of the roof that is not Visible from the Street.

6.13 Storage of Building Materials

No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use, at Owner's expense, a trash container from commencement until completion of construction, and Owner shall not allow debris or refuse to accumulate on the Lot or within the Addition during construction.

6.14 Certificate of Compliance

Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Architectural Committee and constructed or installed in full compliance with the approved Plans and this Declaration.

6.15 Enforcement: Right to Correct Violations

In the event any building, fence, wall, or other improvements or structure shall be commenced, erected, placed, moved, or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of the Architectural Committee approval, then the same shall be considered to have been undertaken in violation of the Declaration and without the approval of the Architectural Committee as required herein. Upon written notice from the Architectural Committee, such building, fence, wall, or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then Declarant, Association, or Architectural Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and

payable and a continuing lien upon said Lot and an obligation of the Owners and may be enforced as a judgment lien. The Declarant, Association, or Architectural Committee shall have the further right, though its agents, employees, or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

ARTICLE VII. PROHIBITED USES

7.1 Offensive of Noxious Use: Nuisance Activity

The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive, or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive, or noxious odors, dust, gases, fumes, noises, lights, vibrations, or other objectionable characteristic or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority having jurisdiction over the Addition. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.

7.2 Mineral Drilling

No drilling or puncturing of the surface for oil, gas, or other minerals or hydrocarbons within the Addition shall be permitted.

7.3 Livestock

The keeping of any poultry, cattle, pigs, sheep, horses, or other livestock of any kind or character is prohibited within the Addition. Except that up to six (6) chickens (excluding roosters) may be kept on a Lot within the Addition, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further, that they are kept in such manner as to comply with Section 7.12 below. Lot 21 shall be permitted to maintain a maximum of four (4) additional livestock animals, limited to horses, goats, and cattle.

7.4 Refuse Storage: Growth: Lawns

The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush, or other unsightly growths shall not be permitted to grow or remain in the Addition. No trash, ashes, or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed.

7.5 Signs and Billboards: Declarant's Right

No signs or billboards, except "for sale" signs shall be permitted on any Lot without the prior written consent of the Declarant or the Architectural Committee: provided, this prohibition shall not apply to the Declarant in the initial sale of such Lots. No "for rent" or "for lease" signs

shall be permitted anywhere in the Addition, unless approved by the Architectural Committee. No political signs shall be allowed in the Addition.

7.6 Vehicle/Equipment Parking and Storage

No commercial trucks, campers, fifth wheels, RVs, Winnebagos, mobile homes, motor homes, motorcycles, mopeds, four wheelers, ATVs, eighteen wheelers, freighters, rigs, semis, pushcarts, rickshaws, taxis, off road vehicles, limousines, tractors, heavy equipment, trailers, service vehicles, recreational vehicles, boats, canoes, kayaks, aircraft, catamarans, sailboats, motor boats, dinghies, schooners, skiffs, rafts, watercraft, jet skis, or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable shall be stored or parked on the exterior of any Lot within the Addition. The intent of such prohibition is that no such items shall be allowed in the Addition in any way that such items are not fully enclosed, parked and stored within a garage on a Lot, and of which such garage has been first approved for construction by the Architectural Committee. Otherwise, all allowed and approved vehicles must be parked either within a garage or on paved surfaces fully within the Lot. The only exception to the foregoing restriction is that such items may be parked on a Lot temporarily for a period of no longer than three (3) consecutive days, awaiting transport elsewhere, such as in order to be loaded or stored overnight. No vehicles will be allowed to be parked on the streets at any time, with the sole exception of occasional parking by guests of the residents of the Lots for events such as parties and gatherings, but with such guest vehicles not allowed to be parked in such street for any length of time greater than seventy-two (72) hours.

7.7 View From the Street

All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be Visible from Neighboring Property or Visible from the Street. Garbage containers may be visible on the day of pick-up only and shall be hidden from sight at all other times.

7.8 Tanks

No elevated tanks of any kind shall be erected, placed, or permitted on any Lot.

7.9 Radio or Television Device

No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter.

7.10 Wind Powered Generators

No wind powered generators, windmills, wind pumps, or wind turbines shall be allowed on any Lot in the Addition. No window air conditioners are allowed in the Addition. No solar panel or cells, heat collector, photovoltaic modules or cells, or gain equipment of any kind shall be allowed on any Lot, unless attached to the roof of the house.

7.11 Temporary Structure

No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at any time as a residence without the prior written consent of the Architectural Committee.

7.12 Animals

No animal shall be kept on any Lot except domesticated household pets and chickens as provided in Section 7.3. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, behavior, or unsanitary conditions. No savage or dangerous animal shall be kept. No more than three (3) household pets may be kept without written permission of the Declarant or Association. No dogs, cats, chickens, or other pets may be permitted to run loose within the Addition at any time. All pets shall be kept within approved fenced areas or on a leash at all times that such are outside. No chicken coops, dog runs, or kennels shall be allowed on any Lot without Architectural Committee approval.

7.13 Play Structures

Play structures, play yards, play equipment, recreation equipment, playhouse, playground equipment, swing sets, trampolines, above ground pools, bouncing equipment, bike ramps, forts, tree houses, platforms in trees, or structures of any type shall be first approved in writing by the Architectural Committee prior to being erected or allowed to remain on any Lot. Photographs, drawings, plans, and specifications for all such structures or equipment must be first submitted to the Architectural Committee prior to construction or installation with any modifications, approval or rejection at the sole discretion of the Architectural Committee.

7.14 Vacant Lots

No trash, refuse, caves, or tree houses are to be placed, constructed, used, or stored on any Lot. All vacant Lots shall be maintained and regularly mowed to be kept in good appearance.

7.15 Pool Equipment

All swimming pools, and all related and associated equipment, improvements, and installations must be kept in good appearance and screened from view so as not to be Visible from the Street or Visible from Neighboring Property, unless otherwise approved by the Architectural Committee. All pools must be regularly maintained in good and sanitary condition. As with all improvements within the Addition, all pools must be installed in exact accordance with the Plans approved, or conditionally approved, by the Architectural Committee. All swimming pools shall be enclosed by a fence in compliance with applicable laws, codes, and regulations.

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Rebekah Couch - McClain County Clerk
State of OK

Book 3092 Pg 918
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7.16 Athletic Equipment

Any basketball goals, soccer goals, golf hitting nets, baseball cages, archery, badminton, tennis, volleyball, or other recreational or athletic equipment of any kind (including but not limited to temporary or portable equipment) that is placed, erected, or maintained on any Lot in any manner that is Visible from Neighboring Property, or Visible from the Street, or that sound from the equipment is audible from any other Lot, or public area or common area at any time, is subject to approval and regulation by the Architectural Committee and subject to being required for removal or relocation if the Architectural Committee finds reason or cause to require relocation or removal. No skateboard or bicycle ramps may be constructed on any Lot. No basketball goals, equipment, or other athletic equipment may be attached to any part of the Dwelling on a Lot, unless first approved in writing by the Architectural Committee.

7.17 Outdoor Decorations

Any outdoor decorations, furniture, or seasonal decor shall be kept and installed in good aesthetic appearance and condition, and shall be appropriate to the season. All outdoor furniture and decor shall be in harmony and keeping with the style and decor of the Addition.

ARTICLE VIII. DECLARANT'S RESERVATIONS

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary, Declarant hereby reserves the rights contained in this Article.

8.1 Amendment

This Declaration shall run with and bind all real property and land within the Addition, until such time as this Declaration is amended, revoked, supplanted, or otherwise modified in accordance with the terms of this Declaration. The Declarant, or any other Class B Member, for so long as the Class B Members retain the voting rights of the Association, may unilaterally amend this Declaration at any time by filing an amendment in the Office of the County Clerk of McClain County, Oklahoma; provided, however, no such amendment shall affect or impair the lien of any first mortgage upon any Lot or any warranty made by an Owner to a first mortgage in order to induce an agency or institution to make, purchase, insure, or guarantee any first mortgage on such Owner's Lot. After the Class A Members are vested with the voting rights of the Association, this Declaration may only be amended or modified by an instrument signed by the then Owners of seventy percent (70%) of the Lots within the Addition. Evidence of the passage of such an amendment shall be the filing by the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members. This Declaration may only be amended by a written recordable instrument signed and acknowledged by Class B Members, for so long as the Class B Members retain the voting rights of the Association.

8.2 Sales Offices/Model Homes

Declarant and any Approved Builder may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold. Only Approved Builders as defined herein, shall be authorized to construct homes in the Addition.

8.3 Unsold Lots

Notwithstanding any terms to the contrary, Declarant hereby reserves the right to revoke or amend this Declaration, by written instrument filed of record in the McClain County Clerk's office, to remove or amend the restrictions set forth herein on any Lot owned by Declarant. The Declarant and the Architectural Committee shall have the power to grant to any Owner a written waiver, variance, or exception of and from any of the provisions of this Declaration.

8.4 Signs

Notwithstanding anything to the contrary, Declarant reserves the right to erect such signs as it deems necessary for the sale and marketing of the Property and Lots described herein.

8.5 Additional Property

Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Addition and Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Addition and Association, said dedication may be controlled by this Declaration or a subsequent declaration of covenants that may be filed for that specific subdivision, and not this Declaration, should Declarant desire. Any Common Areas designated on the plats of said adjacent properties may, in Declarant's sole discretion, be deeded to the Addition and Association and accepted by them as if fully described herein.

8.6 Transfer of Reserved Rights

After all Class B Members have sold all Lots owned by them and voting rights of the Association have vested with Class A Members, any and all rights specifically reserved herein to Declarant or Class B Members shall be transferred to and become vested in the Association, with the exception of those rights granted or reserved to the Approved Builders, if any, in the Addition so long as said Approved Builders still own Lots or homes for sale in the Addition.

ARTICLE IX. MISCELLANEOUS

9.1 Covenants to Run with the Land

The terms, provisions, easements, rights, obligations, covenants, conditions, and restrictions of this Declaration shall be deemed appurtenant to, running with, and binding the real property contained within the Addition and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions, which shall remain in full force and effect.

9.2 Declarant Easement

Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

9.3 Enforcement at Law or In Equity

Any Owner or Declarant, so long as Declarant has a record interest in the Addition, shall have the right, but not an obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right, but not an obligation, to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.4 Attorneys' Fees

In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney's fees, and costs of such suit.

9.5 County of McClain a Beneficiary

In order that the public interest may be protected, the County of McClain, Oklahoma shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The County of McClain may enforce compliance with the mandatory provisions of this Declaration.

9.6 Approval in Writing

Any approval, consent, authorization, or endorsement, as related to any provisions in this Declaration, including but not limited to Architectural Committee approval, shall only be valid and binding when provided in a written and signed communication.

IN WITNESS WHEREOF the Declarant has executed this Declaration as of the Effective Date with the requisite authority and intent to bind the Property to the terms and conditions contained herein.

[SIGNATURE PAGES FOLLOW]

I-2026-006186 Book 3092 Pg 921
06/03/2026 1:07pm Pg 0896-0923
Fee: \$72.00 Doc: \$0.00
Rebekah Couch - McClain County Clerk
State of OK

EXHIBIT A

Legal Description of the Property

All of the Final Plat of Buffalo Creek, according to the plat recorded in Book 3037, Page 48 in the office of the McClain County Clerk.

Legal Description:

Block 1, Lots 1-42

1-2026-006186 **Book 3092 Pg 923**
06/03/2026 1:07pm **Pg 0896-0923**
Fee: \$72.00 Doc: \$0.00
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