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State of Oklahoma



DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PRAIRIE RESERVE

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PRAIRIE RESERVE is made this 18th day of September, 2018, by **PRAIRIE RESERVE, LLC**, a Texas limited liability company (hereinafter referred to as "Developer").

WHEREAS, Developer is the current owner of the real property more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Land"); and

WHEREAS, Developer intends to develop, or has developed or has caused to be developed, on said Land as a planned residential neighborhood community known as "Prairie Reserve" consisting of single-family lots, amenities, and certain roadways; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Land and subject the Land to the land use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; each and all of which are for the benefit of such property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the effective preservation of the values and amenities to create a corporation known as Prairie Reserve Homeowners' Association, Inc., an Oklahoma not-for-profit corporation (or such other homeowner association name as Developer may elect), hereinafter referred to as the "Association", to which there has been or will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of the Land and improvements, the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein and the collection and distribution of the assessments and charges hereinafter more particularly set forth; and

WHEREAS, pursuant to Title 60 Section 851, et seq. of the Oklahoma Statutes the parties signing this instrument desire to join in and consent to this Declaration to acknowledge their consent and joinder in the same;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer and the other parties signing this instrument hereby declare that the Land shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings:

- 1.1 **ARTICLES** mean the Articles of Incorporation of the Association.
- 1.2 **ASSOCIATION EXPENSES** means the expenses for which the Owners are or may be liable to the Association in accordance with the method of allocation thereof described in this Declaration.
- 1.3 **DECLARATION** means this instrument and any amendments, supplements or modifications hereto.
- 1.4 **BOARD** or **BOARD OF DIRECTORS** means the Board of Directors of the Association.
- 1.5 **BYLAWS** mean the Bylaws of the Association.
- 1.6 **COMMON AREAS** mean the portions of the Land not included within the Lots nor dedicated to a party other than the Association unless the Association maintains such dedicated area pursuant to the plat or the terms hereof, and such additional Common Areas as may hereafter be declared as such. Common Areas may also include any fountains, retaining and/or boundary walls, entry features, community signage or buffer areas which serve the Land, any recreational facilities which may be deeded to the Association and any area or property which is to be maintained by the Association even if not owned by the Association. Nothing herein shall obligate the Association or the Developer to construct any recreational or other facilities.
- 1.7 **COUNTY** means Bryan County, Oklahoma.
- 1.8 **DEVELOPER** means Prairie Reserve, LLC, a Texas limited liability company, its successors and assigns; provided, however, that an Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assignee of Developer or of the rights of the Developer under this Declaration unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Developer. The Developer shall have the right to designate any other party or entity as a successor Developer, whether or not such designation is recorded in the Public

Records of the County, and if such a designation occurs, the designated party or entity shall succeed to all of the Developer's rights and powers as set forth in the documents.

1.9 **DWELLING UNIT** means and refers to the improvements on the Lot comprising the residence and the amenities appurtenant thereto.

1.10 **INSTITUTIONAL MORTGAGEE** means any commercial lending or banking institution, but excluding any private lenders.

1.11 **LAND** means the land more particularly described on Exhibit "A", which is committed by this Declaration to the provisions hereof and any additional real estate which may hereafter be declared to be subject to this Declaration in accordance herewith and all improvements made to such land including Dwelling Units.

1.12 **LOT** means a portion of the Land upon which is or will be located a Dwelling Unit, the legal description of which shall be such Lot number.

1.13 **OWNER** means the owner or owners of the fee title to a Lot and Dwelling Unit located within the property identified as the Land.

1.14 **PRAIRIE RESERVE** or **COMMUNITY** means the residential community, which is to be developed upon the Land, and shall include all improvements now or hereafter located thereon and includes the Land and all improvements on any Land submitted to the provisions of this Declaration, and any lands added hereafter pursuant to the right to add additional lands as set forth herein.

1.15 **PRAIRIE RESERVE ARB** or **ARB** means the architectural review board for the Community established in accordance herewith.

1.16 **PRAIRIE RESERVE DOCUMENTS OR DOCUMENTS** means in the aggregate this Declaration and any and all Supplemental Declarations or Amendments, the Articles and the By-Laws of the Association, other rules and regulations adopted by the Association, any promulgated ARB Standards, any amendments thereto, and all of the instruments and documents referred to or incorporated therein or attached thereto as the same may be amended from time to time.

1.17 **SINGLE FAMILY OCCUPANCY** shall mean and refer to occupancy by a single family unit, and in no event shall more than one (1) family unit occupy a residence.

1.18 **SUPPLEMENTAL DECLARATION** means a Supplemental Declaration of Covenants, Restrictions and Easements recorded by Developer in the Public Records of the County, submitting additional land to the terms and provisions of this Declaration or otherwise modifying this Declaration.

1.19 **SURFACE WATER MANAGEMENT SYSTEM** means any real property together with improvements thereon, including work or features such as swales, ditches, canals,

impoundments, berms, ponds, lakes, retention/detention areas, wetlands, mitigation areas, conservation areas, flowways, culverts and pumps used in the management and storage of surface waters, drainage and flood protection for the Land.

ARTICLE II
COVENANTS AND RESTRICTIONS;
CONVEYANCE TO ASSOCIATION OF COMMON AREAS

Developer does hereby declare that the Land shall be used, transferred, demised, sold, conveyed and/or occupied subject to and in accordance with the following:

2.1 LAND USE COVENANTS.

2.1.1 Lots. All Lots shall be used only for single family residential purposes as set forth herein.

2.1.2 Common Areas. The portions of the Land not included within the Lots nor dedicated to a party (other than the Association) shall be deemed Common Areas of the Association and shall be used and conveyed solely in accordance with this Declaration. The Common Areas may include proposed recreational facilities, but nothing herein shall obligate the Developer to plan or build recreational facilities. The recreational facilities, if any, are or shall be owned by the Association, and every Owner (together with their family members and guests) shall be permitted to utilize the recreational facilities. Further, every Owner shall be obligated to pay for such usage (regardless of whether or not actually used) pursuant to this Declaration. Developer has the right, for so long as Developer owns any portion of the Land, in its sole discretion and from time to time, to permit individuals other than Owners to utilize any recreational facilities. In addition to the easements contained herein, Developer hereby reserves unto itself and its successors and assigns and also the right to unilaterally grant over, across and through the Land any non-exclusive easements which may be required for the development, construction, use, operation and enjoyment of the recreational facilities. The Developer, and following turnover the Association, shall have the right to provide from time to time rules and regulations governing the use and operation of the recreational facilities.

2.1.3 Land Use. Except for the road right-of-ways, if any are owned by the Association and part of the Common Areas, and other improvements located within the Land, the Common Areas shall be grassed and planted and kept grassed or planted as green open space, or planted with such other form of ground cover or landscaping as Developer, the ARB, or the Board of Directors considers consistent with the plan for development for beautification of the Community.

2.1.4 Private Use. The Common Areas hereinafter described are not for the use and enjoyment of the public, but are expressly reserved for the private use and enjoyment of Developer, the Association, Owners and their tenants and their family members, guests and invitees in accordance with this Declaration.

2.2 **RESTRICTIONS ON OCCUPANCY AND USE OF THE LAND.** In consideration of the benefits hereinafter contained and the payment of the Association Expenses referred to herein, Developer does hereby declare the Land, including but not limited to the Lots and Dwelling Units, shall at all times be used, constructed, occupied and held subject to the following:

2.2.1 Plans and Specifications and Architectural Review Board. For the purpose of ensuring the development of the Community as an area of high standards, an ARB may be established in accordance with the terms below.

(A) ARB. If Developer creates an ARB, the ARB shall consist of persons designated by Developer, and Developer shall also retain the power to replace such designees. At such time as Developer no longer owns any property within the Community, or when Developer voluntarily so elects, Developer shall assign to the Association, Developer's rights, powers, duties and obligations as to the ARB, whereupon the Board of Directors of the Association shall appoint the members of the ARB. Neither the members of the ARB nor its designated representative shall be entitled to any compensation for any services pursuant to this Declaration. The Developer (and after turnover, the Association) shall have no obligation to form an ARB.

(B) ARB Action. A majority of the ARB may designate a member of the ARB to act on its behalf. Approval or disapproval by a majority of the members of the ARB (or by the member designated by the majority of the members) shall constitute the official approval or disapproval of the ARB.

(C) Requirement of ARB Approval. No improvement, exterior change or structure of any kind, including without limitation, any building, gazebo, wall, fence, pond, fountain, shutters, swimming pool, screened enclosure, wooden deck, tornado shelters, swing set, shed, additional landscaping or change in paint colors or roof colors shall be erected, placed or maintained and no addition, alteration, modification, removal or change to any such improvement, landscaping or structure shall be made without the prior written approval of the ARB and the Developer so long as the Developer owns any property subject to this Declaration.

(D) Method of Obtaining Approval. In order to obtain the approval of the ARB and the Developer, a complete set of plans and specifications for proposed construction, alterations, additions and any and all other reasonably requested information and materials related thereto ("Plans") shall be submitted to the ARB and Developer, as applicable, for review. The Plans shall include, but not necessarily be limited to, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, landscaping plans, approximate costs and nature, type and color of materials to be used. The lot grading plan shall be in conformance with the approved construction plans for the Community. The ARB may also require the submission of additional information and materials as may be reasonably necessary for the ARB to evaluate the proposed construction or alteration. The ARB shall evaluate all Plans utilizing standards of the highest level as to the aesthetic quality and materials and workmanship to be used and as to suitability and harmony of location, structure and external design in relation to surrounding topography and structures. All work shall be properly permitted and performed by

properly licensed contractors and verification of this request shall solely be the responsibility of the Owner. The Owner shall further hold the Developer and the Association harmless for any claims or damages arising from action of the Owner, of the Owner's agents, contractors or employees of same. Any improvements constructed by Developer on the Lots shall be exempted from the approval required hereby.

(E) Approval or Disapproval by the Architectural Review Board. The ARB and the Developer shall have the right to refuse to approve any Plans which, in their reasonable discretion, are not suitable or desirable. Any and all approvals or disapprovals of the ARB or Developer shall be in writing and shall be sent to the Owner. In the event the Developer or ARB, if applicable, fails to approve or to disapprove in writing any proposed Plans within sixty (60) days after their submission to the ARB, then said Plans shall be deemed to have been approved by the ARB and the appropriate written approval delivered forthwith; provided however, no portion of the Plans shall violate the terms of this Declaration, including the restrictions relating to sheds, tornado shelters, and swing sets.

(F) Indemnification. Each and every member of the ARB, specifically including but not limited to, Developer's designated members, shall be indemnified by the Association and the Owners against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred or imposed upon him or her in connection with any proceeding, litigation or settlement in which he or she becomes involved by reason of being or having been a member of the ARB. The foregoing provisions for indemnification shall apply whether or not he or she is a member of the ARB at the time such expenses are incurred. Notwithstanding the above, in instances where a member of the ARB admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Declaration shall not apply; otherwise the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a member of the ARB may be entitled whether by statute or common law.

(G) Enforcement. There is specifically reserved unto the ARB the right of entry and inspection upon any Lot or other portion of the Land for the purpose of determining by the ARB whether there exists any construction of any improvement which violates the terms of any approval by the ARB, or the terms of this Declaration or of any other covenants, conditions and restrictions to which this deed or other instrument of conveyance make reference. Nothing herein shall grant to the ARB the right of entry into any improvement upon the Land. This ARB is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party in such litigation shall be entitled to recover all court costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall indemnify and hold harmless the ARB from all costs, expenses and liabilities, including attorneys' fees incurred by virtue of any member of the ARB's service as a member of the ARB.

(H) Development Standards. The ARB is empowered (but not required) to publish or modify from time to time, design and development standards ("Standards") for the Community, including, but not necessarily limited to, standards for the

following: (i) architectural design of improvements; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior landscaping; (v) exterior appurtenances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; (vii) building setbacks, pools and pool decks, side yards and related height bulk and design criteria; (viii) pedestrian and bicycle ways, sidewalks and pathways; (ix) all buildings, landscaping and improvements on land owned or controlled by the Association; (x) exterior colors and materials; and (xi) storm shutters. The Standards shall be reasonable and in conformance with the plan of development of the Community. A copy of any Standards promulgated and any modification or amendment thereof shall be available to owners and mortgagees.

(I) Scope of Review. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the aesthetic consideration and overall benefit or detriment which would result to the immediate vicinity and to the Land as a whole. The ARB shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of, any design or plan from the standpoint of structural safety or conformance with building or other codes. Such approval is limited solely to aesthetics.

(J) Variance from Standards. The ARB may authorize, in a reasonable manner so as not to destroy the general scheme or plans of the development of the Community, variances from compliance with the Standards, as the same may be modified or amended by the ARB from time to time, when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variances are granted by the ARB, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to that particular property and particular provision hereof or standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing and executed by a member of the ARB. Site drainage may not be altered. The Owner is further responsible for meeting all federal, state and local codes or other regulatory requirements.

(K) Developer Exempt. The Developer, its successors and assigns, shall be exempt from ARB approval for so long as the Developer, its successor or assigns, hold any property in the Community.

2.2.2 Other Provisions as to Use of the Land. The following occupancy and use restrictions shall apply to each Owner and such Owner's lessees and family members, guests and invitees:

(A) Residential Use. All Lots shall be used only for Single Family Occupancy by a single family unit. No business may be conducted on any Lot nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the above provisions, for so long as the Developer owns a Lot in the Community, Developer may, in its sole discretion, permit one or more Dwelling Units to be used for a sales center, model home,

or the development of the Land and/or conduct of Developer's business or for such other purposes as are deemed necessary by the Developer.

(B) Completion of Construction Remedies. If, for any reason, work is discontinued and there is no substantial progress toward completion continuously for a one (1) month period (except as caused by *force majeure*), then the Board of Directors shall have the right to notify the owner of record of the Lot of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the Lot. The reason for such correction shall be solely at the discretion of the Board of Directors and may include, but not be limited to, purely aesthetic grounds. The Owners shall be liable for all costs incurred in any such action and the total cost thereof will be a lien on the Owner's Lot, which lien may be foreclosed in the manner provided for in Article VIII hereof. The Association may also take action to force completion and to take down partially completed improvements through court order or otherwise and charge the Owner for same.

(C) Fences, Walls and Hedges. The establishment and placement of all fences, walls or hedges and/or aesthetic plantings creating a barrier or screen shall require the prior written approval of the Developer and the ARB which may set guidelines for the placement thereof. All community boundary fences shall be consistent with the initial wood fencing installed by the Developer. No chain-link fences, wire fences, privacy fences or similar type fences shall be permitted on any Lot, except for black 4' high metal picket fences. No "dual" fencing shall be placed on a the common boundary lines between lots. Any fence located on a common boundary line shall be owned equally by the two (2) adjoining lot owners, and each shall be equally responsible for the maintenance and replacement thereof. The Board may elect to restrict or prohibit fencing, and Owners shall be responsible to maintain all landscaping and lawn maintenance inside any fencing, if approved by the ARB.

(D) Boundary Walls. Developer and/or the Association (as the case may be) may, but in no manner be obligated to (unless required by a governmental issued permit or as a condition of a governmental approval), construct a wall, fence, hedge or other improvement along the perimeter or certain boundaries of the Land (which shall be deemed to include adjacent areas contained on a Lot) ("Boundary Wall"). The Association shall maintain, repair, replace and insure (to the extent insurable), at its expense, all Boundary Walls, which are constructed by it or by Developer within the Community. Notwithstanding any provision herein to the contrary, no Owner (other than Developer) shall be permitted to undertake any activities on or pertaining to any Boundary Wall that is or may be located on a Lot, it being the intent of Developer and the Association that the Association be the sole party responsible for any and all activities involving the Boundary Wall. The Owner of any Lot in the Community, by accepting a deed to such Lot, grants the Association an easement, over their respective Lot, to construct, maintain, repair and replace any Boundary Wall within the Community.

(E) Garages. Operable doors must be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting.

(F) Parking. Parking at individual residences, other than in enclosed garages, either on a Lot or an adjoining right-of-way shall be limited to guests and authorized service vehicles. Residents' vehicles shall be garaged or parked in driveways at all times, and no vehicle shall be permitted to be parked on any grass or on the streets. No vehicle shall be parked on a driveway that blocks the sidewalk. No commercial or business vehicles shall be permitted to be parked on a Lot, including any driveway thereof unless kept fully in a garage with the door closed at all times. No overnight parking of vehicles on roadways, grass areas or the streets is permitted. Except during construction of a single family residence, there shall be no parking on any unpaved area within the Community and the Owner of any Lot in the Community, by accepting a deed to such Lot, grants the Association an easement to remove any car parked on an unpaved area within the Community. No non-working vehicles shall be permitted on any Lot, street, driveway, roadway or any other area of the Land. No maintenance or automobile maintenance or work shall be permitted on any vehicle within the Land, except washing of cars only. No unlicensed vehicles may be kept on or about any Lot, street, roadway or otherwise on the Land.

(G) Garbage. During construction of a Dwelling Unit or other improvement, each Lot shall be maintained in a clean condition. Once construction is completed, all Owners shall be required to have mandatory trash pick-up, which may be provided by private contractor at the direction of the Developer or Association, or through governmental services, and Owner shall be required to utilize and pay for such service. The Owner of each Lot shall keep the Lot clean and neat, and free of refuse, junk, litter and debris at all times.

(H) Utilities. Any station control boxes or panels located on any Lot shall be landscaped at the Owner's expense to reduce the aesthetic impact thereof, while, at the same time, not impeding the use thereof by maintenance personnel. The Developer may install the foregoing landscaping and charge the Owner. Any landscaping installed by the Developer shall be maintained as installed unless approved by the Association (or the Developer so long as the Developer owns any Lots within the Community).

(I) Landscaping. The landscape design for any Lot shall promote and preserve the appearance, character and value of the surrounding areas. Each Owner shall be solely responsible for the maintenance and upkeep of the landscape on the Lots, including mowing and trimming, and any failure may be corrected by the Association at the Owner's sole expense. Upon development of any Lot, underground landscape irrigation systems which are designed to irrigate the entire landscape portion, including the right-of-way adjacent to any portion of the Lot, may be installed. No Owner shall remove, modify, alter or otherwise add to the existing landscaping without the prior written approval of the Association (or the Developer if Developer owns any Lots in the Community). Once landscaping and irrigation systems are installed on a Lot, they shall be maintained by the Owner and the Owner's expense. It is understood that the Owner will pay for and supply water for all irrigation of the Owner's Lot, and Developer shall not be obligated to install a central irrigation system.

(J) Sidewalks. It shall be the Owner's responsibility to maintain, repair and replace any damage occurring to any sidewalks located on an Owner's lot. Owner shall be solely responsible for any damage to a sidewalk as a result of any construction on the Owner's

Lot. The Developer or Association may, at its sole discretion, elect to maintain all sidewalks within the community, which expense shall be a common expense and payable by the Owners pursuant to the assessments herein.

(K) Mailboxes and House Numbering. All mailboxes and house numbering shall be purchased from the Developer or from such suppliers as are designated by the Developer. All mailboxes shall be constructed of uniform style, design and color as determined by the Developer (or the Association once the Developer no longer owns any Lots within the Community). No deviation from this requirement shall be permitted (i.e. no custom or decorative mailboxes or house numbering shall be allowed).

(L) Nuisance. No noxious or offensive activity shall be carried on or upon the above-described property or any part, portion or tract thereof, nor shall anything be done thereon which may be or may become a nuisance or annoyance to other Owners or persons lawfully residing or present within the Community

(M) Outside Storage/Sheds/Swing Sets. No outside storage, shed or outbuilding of any kind ("Shed") will be permitted, except as expressly set forth herein. Any Shed must meet the requirements set forth below and must be previously approved in writing by the Developer, and the ARB, if applicable. A Shed must (1) be a professionally built wooden structure (no homemade sheds are permitted), (2) be located on a poured concrete slab in the backyard of the residence, (3) comply with maximum dimensions of eight feet (8') in height, ten feet (10') in width and twelve feet (12') in length, and (4) be a neutral color with tile or shingle roof (no metal roofs permitted). Temporary construction trailers during the actual construction of any Dwelling Unit shall be permitted. There shall be no outside storage or permanent placement of recreational or commercial vehicles, over-sized vehicles (defined as any vehicle that is too tall, long or wide to be kept in the garage), or equipment of any kind including motor homes, campers, motorcycles, boats, trailers, canoes, kayaks, waverunners, jet skis, ATVs, volleyball nets, basketball goals, lawn care equipment, motorized scooters, toys or play equipment, except in an approved Shed. Storage or permanent placement shall exist if an item or vehicle remains outside for a period of more than twenty-four (24) consecutive hours. Swing sets may be permitted with the prior written approval of the Developer, or the ARB if applicable, but must be professionally built wooden swing sets located in the backyard of residences with maximum dimensions of eight feet (8') in height, eleven feet (11') in width and twelve feet (12') in length. The Developer (or Association following turnover) may approve a variance for basketball goals, at the sole discretion of the Developer or Association, as applicable.

(N) Tornado Storm Shelters. No tornado shelters shall be permitted, except as expressly set forth herein. All tornado shelters must be previously approved in writing by the Developer, and the ARB, if applicable. All tornado shelters must (1) be flat top tornado shelters that do not extend higher than two inches (2") above the grass, (2) be in-ground storm systems no larger than 6'x10'x6', with no more than one (1) vent, (3) be located in the backyard of a Residence, (4) include a stained concrete door (no metal doors permitted), and (5) be landscaped around the storm shelter.

(O) Roofs. Roofs shall be maintained as originally constructed and in conformance with the Community standards. In the event that some new, attractive material for roofing surfaces is discovered or invented, the ARB may allow its use.

(P) Signage. Any signage placed on any Lot by the Developer is allowed and an easement is reserved to Developer to enter upon any Lot for the purposes of replacing, improving, altering and maintaining any signage thereon. The aforesaid reservation of easement right shall be freely assignable by Developer either in whole or in part to any entity or entities at Developer's sole and absolute discretion and without further Association approval thereof. Except for the aforesaid Developer's reservation of easement right together with Developer's right of assignment thereof, no sign shall be placed on or allowed to be placed on or adjacent to a Lot or improvements by an Owner without the prior written approval of the ARB. For so long as the Developer owns a Lot or is marketing homes located or to be built on the Land, no sign may be placed on the Land or improvements thereon without the Developer's consent, which Developer may withhold or condition in its sole and absolute discretion.

(Q) Swimming Pools/Screen Enclosures. Swimming pools, hot tubs and screen enclosures shall comply with the Standards set forth by the ARB and any installation, construction, modification or alteration of the same shall be subject to ARB approval. Any approved swimming pool and/or hot tub shall only be allowed in the rear yard of the Lot. Access to any swimming pool and/or hot tub shall be controlled from all directions by fencing, screen enclosures and/or the Dwelling Unit. No above-ground pools shall be erected, constructed or installed on any Lot. Swimming pools shall be constructed of concrete or concrete-type materials and shall be in-ground only. Swimming pools constructed of fiberglass and above-ground swimming pools are prohibited. All screen enclosures shall be constructed of black or bronze, or black or bronze painted, structural materials, and shall be subject to the review and approval of the ARB.

(R) Exterior Lamp Posts. There shall be no exterior lighting lamp posts unless such exterior fixture is approved by the ARB, on an individual basis.

(S) Firearms. The discharge of firearms is prohibited.

(T) Antennas and Solar Water Panels. No antennas, satellite dishes, solar water panels, aerials or other appurtenant structures are allowed, without the approval of the ARB, which approval may be withheld in the exercise of the ARB's sole discretion, except as otherwise required by law. Any required antennas or satellites shall be located in the rear yards and on posts no higher than four (4) feet. No antenna or satellites are permitted on rooftops.

(U) Storm Precautions. Although the Association is not required to promulgate storm precautions, each Owner shall be required to conform with any storm precautions promulgated by the Association.

(V) Time Shares. No time shares program shall be permitted on any Lot.

(W) Holiday Decorations. Holiday decorations may only be placed on a Lot or residence two (2) weeks prior to the holiday (but in no event earlier than the first of the month in which the holiday occurs) and must be removed within one (1) week following the holiday. No other decorations, yard signage, lights, flags or other décor is permitted, except as otherwise required by law.

2.2.3 Reconstruction. Any repair, rebuilding or reconstruction of damaged Dwelling Units shall be substantially in accordance with the architectural plans and specifications for: (i) the originally constructed Dwelling Unit; (ii) a previously reconstructed Dwelling Unit; or (iii) new plans and specifications approved by the Developer for so long as the Developer owns any lots, and thereafter, the Association.

2.2.4 Owner Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property in the Community rendered necessary by such Owner's act, neglect or carelessness, or by that of any member of such Owner's family, or such Owner's guests, employees, invitees, agents or lessees, but only to the extent that such expense is not covered by the proceeds of insurance which may be carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Dwelling Unit or the Common Areas. An Owner shall also be liable for any personal injuries caused by such Owner's negligent acts or those of any member of such Owner's family, or such Owner's guests, employees, invitees, agents or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

2.2.5 Rules and Regulations. Each Owner shall be subject to such rules and regulations with respect to the Community as the Association determines from time to time to be in the best interest of the Community and the Owners, provided that no rules and regulations promulgated by the Association shall conflict with the provisions of the Declaration. Rules and regulations promulgated by the Association that are more restrictive than the Declaration shall not be deemed to be in conflict with the Declaration.

2.2.6 Garage Conversion Prohibited. Because of the importance of keeping vehicles within garaged areas, no Owner may convert any garage area for any other use. This restriction shall not apply to original construction by the Developer, nor shall it prevent the Developer from using a garage as a sales office.

2.2.7 Pets. No more than two (2) normal domesticated household pets shall be permitted, subject to rules and regulations established by the Association. No dogs classified as dangerous or aggressive breeds (i.e. pit bulls, Rottweilers, etc.) as reasonably determined by the Association, shall be permitted. No other animals shall be permitted upon the Lot. All pets shall be under the pet owner's control, and leashed when outside of a Dwelling Unit at all times. Each Owner shall clean up after pets at all times, including in the Owner's Lot.

2.2.8 Minimum Dwelling Unit Size. No Dwelling Unit shall contain less than one thousand one hundred (1,100) square feet of air conditioned enclosed living area. The method of determining the square footage of the enclosed living areas of a Dwelling Unit,

structure or addition thereto, shall be to multiply together the horizontal dimensions of the walls forming the outer boundaries of the Dwelling Unit, structure or addition for each floor level. Open porches, atriums, screened in patios, courtyards, garages and other similar type space shall not be taken into account in calculating the minimum air conditioned enclosed living area square footage as required herein.

2.2.9 Setbacks. All setbacks for all Dwelling Units shall comply with applicable governmental zoning ordinances and resolutions, as amended from time to time, and nothing contained herein shall be deemed more restrictive than such applicable governmental zoning ordinances and/or resolutions, as amended.

2.2.10 Leasing. An Owner may not lease such Owner's Dwelling Unit without prior Association approval, subject to the following restrictions and conditions:

(A) The lease must be written, and a fully executed copy must be provided to the Association for approval not less than ten (10) days before the beginning of the lease term, together with such other information about the tenants as the Board of Directors may reasonably require.

(i) After the required notice and all information requested has been provided, the Board of Directors shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board of Directors neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a written letter of approval to the tenant.

(ii) A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

a. The Owner is delinquent in the payment of Assessments, charges or fines at the time the application is considered;

b. The Owner has a history of leasing his/her Dwelling Unit without obtaining approval, or leasing to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of his/her Dwelling Unit;

c. The application on its face indicates that the person seeking approval intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the Association;

d. The prospective tenant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

e. The tenant, during previous occupancy, has

evidenced an attitude of disregard for the Association rules;

f. The Owner fails to give proper notice to the Board of Directors of his/her intention to lease his/her Dwelling Unit; and/or

g. The prospective tenant evidences a strong probability of financial irresponsibility.

Notwithstanding the foregoing, during the Developer's control of the Association, the Developer may waive the approval requirement.

(B) No Dwelling Unit may be leased or rented for a term of less than one hundred (180) consecutive days. Further, no Dwelling Unit may be leased more than twice in any twelve (12) month period. This restriction shall include Airbnb, VRBO, house exchange and similar services.

(C) To prevent overuse of the Common Areas, every lease of a Dwelling Unit shall contain an implied assignment of the Owner's right to use the Common Areas during the lease term.

(D) No subleasing or assignment of lease rights is allowed. All of the provisions of the Community Documents and the then applicable and approved rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Dwelling Unit as a lessee or guest to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Documents, designating the Association as the Owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. To the extent the Association exercises its right to terminate any lease and/or evict the tenant pursuant to this Section, the Owner of such Lot shall be responsible for the attorneys' fees and costs incurred by the Association, which fees and costs shall be an assessment against the Lot.

THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING OR THE INCOME TO BE DERIVED THEREFROM; ANY OWNER WHO DESIRES OR INTENDS TO RENT A DWELLING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT ITS OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGES OF OWNERSHIP.

2.3 **NON-SEVERABLE INTERESTS OF OWNERS.** The ownership of a Lot, the Dwelling Unit constructed thereon, all easement rights appurtenant thereto as provided in this Declaration or any Supplemental Declaration including, but not necessarily limited to, utility and governmental services easements, easements for encroachments and maintenance, and structural

cross easements with respect to common structural easements; membership in the Association; and all other appurtenances thereto under the Documents (hereinafter collectively referred to as the "Interests"); shall not be severable and an Owner shall not and may not sell, convey, demise, lease, assign, pledge or otherwise transfer or encumber any right, title or interest in and to the respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge or other form of transfer or encumbrance includes all of the right, title and interest in and to the Interests including, but not limited to, the Dwelling Unit and the Lot upon which it is constructed.

2.4 RIGHTS OF DEVELOPER. Notwithstanding any provision in this Declaration as to use or otherwise to the contrary, Developer reserves the right to carry on construction, development and sale activities; place equipment, machinery, supplies and signs; construct and maintain models or other structures; and park vehicles of prospective or actual purchasers, lessees or employees and personnel of Developer on any part of the Land owned by the Developer or the Association; and exercise the easement rights and all other rights granted Developer under the Documents.

2.5 DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Land or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Association's Board of Directors, and a determination rendered by the Board of Directors with respect to such dispute shall be final and binding on all parties concerned therewith. Provided, however, any use by Developer of the Land or any part thereof determined by Developer, in its sole discretion, to be in accordance with Section 2.4 above, regarding rights of Developer, shall be deemed a use of the Land which complies with this Declaration and such determination by Developer shall not be subject to any further determination or review to the contrary by the Board of Directors.

2.6 CONVEYANCE TO ASSOCIATION. Transfer of control of the Association from Developer to the members of the Association other than Developer shall occur in accordance with then applicable Oklahoma law pertaining to and regulating the operation of homeowners' associations. All such conveyances of the Common Areas to the Association described herein shall be by Quit Claim Deed subject to all matters of record. The Association shall be obligated to accept all conveyances of any property within the Land from the Developer. The Association shall have the right and power to convey Association property and/or easements therein to any grantee for consideration or for no consideration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS

3.1 MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles and Bylaws. All homeowners, lot owners, property owners or unit owners shall be a member in the Association and entitled to the

benefit of and is subject to, the provisions of the Documents as same may be amended from time to time. The voting rights of the members shall be as set forth in the Articles and Bylaws.

3.2 **BOARD OF DIRECTORS.** The Association shall be governed by the Board of Directors which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

3.3 **INITIATION OF LEGAL ACTION.** Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of a majority in interest of the Owners of all Lots or Dwelling Units within the Land (at a duly called meeting of the Association at which a quorum is present) prior to commencing any legal proceedings, other than for the following purposes:

3.3.1 The collection of assessments and "Maintenance Fees";

3.3.2 The collection of other charges which Owners are obligated to pay pursuant to the Documents;

3.3.3 The enforcement of the use and occupancy restrictions contained in the Documents; or

3.3.4 In an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Land or to Owner(s).

Notwithstanding the foregoing, no action otherwise authorized pursuant to subsections 3.3.1-3.3.4 above shall be commenced that involve amounts in controversy in excess of \$10,000.00, without the prior approval of a majority in interest of the Owners of all Lots or Dwelling Units at a duly called meeting of the Association at which a quorum is present.

3.4 **DEVELOPER APPROVALS.** If Developer owns any Lots or is offering for sale Dwelling Units or homes built or to be built within the Community in the ordinary course of business, none of the following actions may be taken without the Developer's prior written approval:

3.4.1 Assessment of Developer as an Owner for capital improvements;

3.4.2 Any action by the Association that would be detrimental to the sale of Lots or Dwelling Units by Developer. The determination as to what actions would be detrimental to sales shall be at the sole discretion of Developer; or

3.4.3 Initiation of any legal action, including civil action, arbitration or pursuit of action before a governmental body or agency by the Association.

ARTICLE IV
USE AND MAINTENANCE OF THE LAND AND
MAINTENANCE OF COMMON AREAS

4.1 COVENANTS FOR USE.

4.1.1 Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Community, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Dwelling Unit and the Lot shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding same as are or may be set forth in the Documents including, but not limited to, this Declaration and all applicable Supplemental Declarations.

4.1.2 No Owner shall in any way damage, injure or impair the Common Areas.

4.2 MAINTENANCE AND REPAIR OF LAND. The maintenance and repair of the Land is either the responsibility of the Owners or the Association as hereinafter more particularly set forth:

4.2.1 Responsibility of Owners.

(A) Each Owner shall maintain in good condition and repair at such Owner's own expense:

(i) All portions of the Lot and Dwelling Unit, including all landscaping, mowing and trimming, as set forth hereinabove. This obligation includes, but is not necessarily limited to, the obligation to paint and maintain the exterior portions of an Owner's Dwelling Unit, including, but not limited to, roof cleaning, painting and repairs. However, before painting the exterior of a Dwelling Unit, the Owner must obtain ARB approval.

(ii) Any swimming pool, spa and related equipment located on an Owner's Lot.

(iii) Any approved fences or walls located on each Lot, including, but not limited to, swimming pool safety fences. Owners of adjoining lots with a fence located thereon shall share in the cost and expense relating to the repair and replacement of any such shared fence.

(iv) All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located upon or under the Lot and which service only the Dwelling Unit.

(v) All glass and screens in windows and doors, in a manner consistent and in uniformity with the standards promulgated by the Association. Any window, screen or door treatment visible from the exterior must be approved by the Developer for so long as the Developer is actually selling homes built or to be built on the Land, and thereafter by the

Association. No solar or reflective materials may be used on or as window treatments or covers.

Each Owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to such Owner's failure to perform such maintenance and repairs. Furthermore, should the Owner neglect to perform such maintenance and repair, the Association shall have the right to have maintenance performed by its agents or employees and the Owner in question shall be liable to the Association for the cost and expense so incurred and shall be subject to a Specific Assessment therefor.

(B) Each Owner shall promptly report to the Association any defect known to such Owner which requires repair of the property for which the Association or a party other than that Owner is responsible.

(C) Any repairs, alterations, improvements or maintenance must be completed by an Owner within thirty (30) days of commencement by an Owner.

4.2.3 Replacement. The Association shall not be responsible for replacement of any landscaping, even if replacement is due to negligence of the Association, its agents, employees or any other party. Owner shall be responsible for the cost of replacing any dead, damaged, diseased or unsightly landscaping which, at the Association's sole discretion, is ordered to be replaced by the Association.

4.2.4 Maintenance and Repair of Common Areas. Maintenance and repair of Common Areas and any improvements located thereon is the responsibility of the Association, including landscape maintenance and drainage maintenance.

4.2.5 Surface Water Management System. The Surface Water Management System for the Community provides for management of all surface water within the Land. The Association has the power, authority and responsibility for the maintenance and operation of the Surface Water Management System, including dedicated lake tracts, lake maintenance or drainage easements, if any, and corresponding infrastructure.

4.3 **TELECOMMUNICATIONS SERVICES.** Developer, on behalf of the Association, shall have the right, but not the obligation, to establish exclusive systems for the provision of telecommunication services such as cable television and internet. Notice is hereby given that the terms of any bulk installation and telecommunications service agreement shall be applicable to each Lot and each Owner shall be bound by the terms of any such agreement. The Developer may have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such telecommunications service within the Land as agreed, from time to time, between the telecommunications provider and Developer. All Lots shall be charged for chosen telecommunications service regardless of whether the Owner desires such service. The telecommunications service shall be billed as part of the Individual Assessments owed to the Association. Certain additional telecommunication services offered by the telecommunications provider may be available on an individual subscriber basis. Any such systems for telecommunications services shall be mandatory for all Owners, regardless of when they took title to a Lot.

ARTICLE V
SURFACE WATER MANGEMENT SYSTEM

5.1 SURFACE WATER MANAGEMENT SYSTEM.

5.1.1 Purpose. The Surface Water Management System provides for management of the surface water flow of water within the Land. The Association owns the Surface Water Management System.

5.1.2 Operation, Maintenance and Repair. Except as otherwise specifically provided in this Declaration, the Association shall be responsible for the operation, maintenance and repair of the Surface Water Management System. Further, to the extent required by permits affecting the Land, the Association shall be responsible for preparation of annual reports and submission of water quality data as may be required by applicable governmental agencies.

5.1.3 Notices and Disclaimers. By the acceptance of their deed or other conveyance or other interest in the Land, each Owner agrees not to enter upon, or allow children, pets, or other persons under their control or direction to enter upon, any portion of the Surface Water Management System within the Land. Developer and Association, and their respective officers, directors, employees and management agents shall not be liable for any losses, damages, injuries or deaths arising from or relating to the foregoing.

5.1.4 Water Management Areas. Owners shall provide water management areas for their Lots in accordance with the requirements of the appropriate governmental agencies. Surface water drainage and management, including, but not limit to, storm water storage capacity, shall conform to the approved and adopted water management plan of the applicable governmental agencies, and met with the approval of the Developer. Owners shall in no way deny or prevent egress and ingress to water management areas for maintenance or landscape purposes by the Developer or any appropriate governmental agency, that may reasonably require such right of egress and ingress. Such egress and ingress shall be over paved or improved roadways or walks, to the extent practical. The expense of repairing damage caused by, or resulting from such maintenance or landscaping activities shall be the responsibility of the entity, the Developer or other appropriate governmental agency, or their respective agents, causing said damage.

5.1.5 Prohibited Activities.

(A) No structure of any kind shall be constructed or erected, nor shall any Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of any water management area reserved for or intended by Developer and appropriate governmental agencies to be reserved for drainage ways, sluice ways or for the accumulation of run off waters, as reflected in any plat, development order, or plans approved by the applicable governmental agency, without the specific written permission of the Developer and the appropriate governmental agencies.

(B) No Owner shall fill, impede, block, divert or change the established water or retention and drainage areas, without the prior written consent of the Developer and/or the appropriate governmental agencies.

5.1.6 Berms. Certain Lots may be designed with a berm which for stormwater management purposes. The Association is required to maintain any berms, according to stormwater management guidelines. Further, any retention areas on a Lot shall at all times be maintained by the Owner in a clean, attractive, pristine manner and be aesthetically pleasing.

5.1.7 Indemnification. Each Owner shall severally indemnify, defend and hold Developer and the Association harmless from and against any and all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by Developer or the Association, as applicable, as a result of any damage or alteration to the Surface Water Management System caused by such Owner (including their agents, invitees or guests), or any unlawful discharge of such Owner into the Surface Water Management System. In the event any damage to the Surface Water Management System by an Owner is not reimbursed by such Owner upon demand, the Association may levy and assess a specific assessment against such Owner to cover the cost incurred by the Association or Developer in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to Developer or Association, as applicable.

ARTICLE VI **ASSOCIATION EXPENSES**

In order to fulfill the covenants contained in this Declaration and in order to maintain and operate the Common Areas for the use, safety, welfare and benefit of Owners, their families, invitees, guests and lessees there is hereby imposed upon each Lot and its Owners the affirmative covenant and obligation to pay to the Association, and upon the Association, the obligation to assess, collect and expend, the Association Expenses, for those Association expenses described in this Declaration, including but not limited to the following:

6.1 **TAXES**. Any and all taxes levied or assessed at any and all times upon the Common Areas by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general, all taxes and tax liens which may be assessed against the Common Areas and against any and all personal property and improvements which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes.

6.2 **UTILITY CHARGES**. All charges levied for utilities providing services for the Common Areas, whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, irrigation, street lighting, telephone, sewer and any other type of utility or service charge.

6.3 **INSURANCE**. The premiums on any policy or policies of insurance obtained by the Association under this Declaration, the Documents or required by law.

6.4 **MAINTENANCE, REPAIR AND REPLACEMENT.** Any and all expenses necessary to:

6.4.1 Maintain and preserve the Common Areas (including the Surface Water Management System, the internal roadways, and such expenses as grass cutting, tree trimming and other landscape maintenance, operating and maintaining sprinklers and the like); and

6.4.2 To keep, maintain, repair and replace any and all improvements upon the Common Areas in a manner consistent with the development of the Community, the covenants and restrictions contained herein, but not necessarily limited to, and all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover as well as the statutes and laws of the State of Oklahoma and the United States; and

6.4.3 Provide any other maintenance or services for which the Association is responsible;

6.4.4 Acquiring equipment for the Common Areas as may be determined by the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas; and

6.4.5 The Association shall not be responsible for replacement of any landscaping located on any Lot, even if replacement is due to negligence of the Association, its agents, employees or any other party. Owner shall be responsible for the cost of replacing any dead, damaged, diseased or unsightly landscaping on such Owner's Lot which, at the Association's sole discretion, is ordered to be replaced by the Association.

6.5 **ADMINISTRATIVE EXPENSES.** The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under this Declaration, notwithstanding the fact that some of these services may be expended in providing services to or collecting sums owed by particular Owners. In addition, the Association may retain a managing company or contractors to assist in the operation of the Community and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company contractor, attorney or certified public accountant so retained shall be deemed to be part of the Common Area Expense.

6.6 **INDEMNIFICATION.** The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained in or about the Common Areas or the appurtenances thereto; from and against all costs, counsel fees, expenses and liabilities incurred relating to any such claim or in settlement thereof, the investigation thereof or the defense at any levels of any actions or proceedings brought thereon, and from and against any order, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Developer may incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association and/or the Owners,

including the payment of Association Expenses. Further, the costs to the Association of indemnifying its officers and members of the Board of Directors for their duties, obligations and functions hereunder and in any legal defense of such actions or in settlement thereof including, without limitation, counsel fees and costs at all levels of any trial or appeal or other proceeding, costs of investigation and discovery, etc. Nothing in the provisions of this Section shall require an Institutional Mortgagee to pay any Association Expense or portion thereof attributable to costs to the Association of indemnifying and saving harmless Developer in accordance with such Section. Any such Association Expense shall be reallocated among the Owners other than the Institutional Mortgagees.

6.7 ENFORCEMENT. Any and all expenses incurred by the Association in enforcing any of the covenants, restrictions, terms and conditions of this Declaration, including without limitation, attorney's fees and court costs, or in curing any default, violation or failure to perform to abide by such covenants, restrictions, terms and conditions.

6.8 MISCELLANEOUS EXPENSES. The costs of all items of expense pertaining to or for the benefit of the Common Areas or any part thereof, or the Association not herein specifically enumerated and which is determined by the Association to be an Association Expense related to the Common Areas or otherwise related to the operation of the Community, including, but not limited to, the cost of refuse collection if billed to the Association and the cost of providing security services including gate(s), any guard house(s) and fountain(s) in the event the Board of Directors elects to provide such services. The Association may include the planting and replacement of annuals or other decorative plants and shrubs in the Common Areas as part of its expenses, if deemed appropriate at the discretion of its Board of Directors.

6.9 SURFACE WATER MANAGEMENT SYSTEM. The cost of operation, repair and maintenance of the Surface Water Management System.

ARTICLE VII

METHOD OF DETERMINING ASSESSMENT OF ASSOCIATION EXPENSES

7.1 ASSESSMENTS. It is hereby declared, and all Owners and the Association agree, that the Association Expenses shall be disbursed by the Association out of funds assessed and collected from all Owners in the Community.

7.2 CAPITAL ASSESSMENT. Following turnover, and upon the approval of the Board of Directors, upon every transfer of record title to a Lot by an Owner, a Capital Assessment in an amount equal to the then annual Individual Assessment for the subject Lot shall be made by, or on behalf of, the purchaser to a separate working fund account of the Association. The assessment funds may be utilized by the Association for working capital needs of the Association and replacements and additions deemed necessary or desired by the Board of Directors. The Developer shall be exempt from the payment of the contributions required by this Section. The Initial Capital Assessment required herein shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments. No representation or warranty is made by the Developer or the Association that any funds will be turned over to the Association from the Capital Assessments. To the

extent the Association makes any claim against the Developer or its appointed directors for Common Area conditions or any other conditions or prior acts or omissions by the Developer or the Developer's appointed Board of Directors, the contributions remaining at turnover (if any), shall be applied to satisfy any obligation of the Developer or its appointed Board.

7.3 DETERMINING INDIVIDUAL ASSESSMENTS.

7.3.1 The Board shall prepare an annual estimated Budget which shall reflect the annual Association Expenses described in this Declaration. Thereupon the Board of Directors shall allocate to all Lots for which a Certificate of Occupancy for a Dwelling Unit has been issued by the appropriate governmental authority and conveyance of the same to an Owner other than Developer, an equitable share of the said annual Common Area Expense. The share of the annual Association Expenses allocated to each Lot is the "Individual Assessment" for each Lot.

7.3.2 The Individual Assessment (as defined in Section 7.3.1 above) shall be payable at such time as the Board of Directors determines.

7.4 **DEVELOPER PAYMENTS.** Notwithstanding anything in this Article VII or any other provision of this Declaration to the contrary, it is declared and agreed by the Association and Developer, and each Owner, by accepting a deed for a Lot in the community, agrees and acknowledges, that the Developer is excused from payment of Individual Assessments or any other assessments against the Developer or any Lots owned by the Developer, and shall have no obligation to pay any assessments. During the time period that Developer is in control of the Association, Developer shall establish the annual budget and the Individual Assessments to be paid by the Owners. In the event normal annual maintenance expenses exceed the Individual Assessments established in accordance with the foregoing, Developer shall fund any deficit to meet the operating expenses incurred by the Association. This deficit funding obligation shall only apply to normal annual maintenance expenses, and shall not apply to any non-recurring or other expenses which shall be subject to Special Assessments payable by the Owners as further set forth below.

7.5 **SPECIAL ASSESSMENTS.** "Special Assessments" include, in addition to other assessments designated as Special Assessments in the Documents and whether or not for a cost or expense which is included within the definition of "Association Expenses", those assessments which are levied for capital improvements or other non-recurring expenses of the Association, which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Common Areas or the cost (whether in whole or in part) of reconstructing or replacing such improvement or improvements on the Land and also any other assessments in addition to the Individual Assessments as shall be levied by the Board of Directors (or the Developer so long as Developer is in control of the Association) as a result of: (i) extraordinary items of expense under this Declaration; (ii) the failure or refusal of other Owners to pay assessments of Association Expenses; (iii) the costs associated with any weather event or hazard, including landscape replacement and repair following a freeze, hurricane or other storm; (iv) the cost to operate, maintain and replace the Surface Water Management System, and (v) such other reason or basis determined by the Board or Developer, as applicable. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be

in addition to, and are not part of, the Individual Assessments or Specific Assessments, and any such Special Assessments assessed against the Owners shall be paid by such Owners in addition to any such Individual Assessments to the fullest extent permitted by law. Special Assessments shall be assessed in the same manner as the Individual Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors or Developer, as applicable, shall from time to time determine.

7.6 SPECIFIC ASSESSMENTS. In addition to other assessments, the Association shall have the power to levy Specific Assessments against a particular Lot in accordance with the following purposes:

7.6.1 To cover the costs, including the overhead and administrative costs of providing services to one or more Lots upon request of the Owner(s) thereof pursuant to any special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

7.6.2 To cover costs incurred in bringing the Lot into compliance with this Declaration, as amended from time to time, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests.

7.7 LIABILITY OF OWNERS FOR INDIVIDUAL ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Community, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for an Initial Capital Assessment, Individual Assessments and their applicable portion of any Special Assessments as well as for all assessments for which they are liable as provided for herein. Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner for Owner and Owner's heirs, executors, successors and assigns, that in the event Owners fail or refuse to pay their Individual Assessment or any portion thereof or their respective portions of any Special Assessments, then the other Owners may be responsible for increased Individual Assessments or Special Assessments due to the nonpayment by such other Owners and such increased Individual Assessment or Special Assessment can and may be enforced by the Association and the Developer in the same manner as all other assessments hereunder as provided in this Declaration.

ARTICLE VIII **ESTABLISHMENT AND ENFORCEMENT OF LIENS**

8.1 LIENS. Any and all Individual Assessments for Fines, Association Expenses, and Special Assessments and all installments thereof (collectively the "Assessments") with interest thereon at the highest rate allowed by law and costs of collection, including attorneys' fees are hereby declared to be a charge and continuing lien upon the Lot and Dwelling Unit against which each such Assessment is made. Each Assessment against a Lot and Dwelling Unit, together with interest thereon at the highest non-usurious rate allowed by law (and if no such rate is specified by law, then at eighteen percent (18%) per annum) and costs of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the Lot

and the Dwelling Unit assessed. As to Institutional Mortgagees, said lien shall be effective only from and after the time of recordation in the Public Records of the County, of a written, acknowledged, or sworn statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where an Institutional Mortgagee obtains title to a Lot or Dwelling Unit as a result of foreclosure of its mortgage or deed given in lieu of foreclosing, such acquirer of title, its successors and assigns, shall not be liable for the share of Assessments pertaining to such Lot and/or Dwelling Unit or chargeable to the former Owner which became due prior to the acquisition of title by the Institutional Mortgagee, unless such share is secured by a claim of lien of Assessments that is recorded prior to the recording of the foreclosed first mortgage. Such unpaid share of Assessments shall be added to the Assessments collectible from all other Lots and Dwelling Units in the Community. The foregoing shall not exclude an Institutional Mortgagee from payment of Assessments pertaining to a Lot and/or Dwelling Unit which accrue during the period of ownership of such Lot and/or Dwelling Unit by such Institutional Mortgagee whether or not such Lot and/or Dwelling Unit is occupied. The lien for fines, assessments, installments, interest, attorneys' fees and cost of collection shall be deemed to be effective and shall relate back to the date of the recording of this Declaration in the Public Records of the County, as to all other lien holders.

8.2 ENFORCEMENT. In the event any Owner shall fail to pay Assessments or any installment thereof charged to such Owner's Lot within fifteen (15) days after the same becomes due ("Delinquent Owner"), then the Association, through its Board of Directors, shall have any of the following remedies to the extent permitted by law:

8.2.1 To charge an administrative late fee equal to the greater of \$25.00 or five percent (5%) of the amount of the installment due, and interest at the highest rate allowed by law (and if no rate is specified, at eighteen percent (18%) per annum).

8.2.2 To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

8.2.3 To advance on behalf of the Delinquent Owner funds to accomplish the needs of the Association and the amount of or amounts of monies so advanced, including reasonable monies so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the Delinquent Owner, together with interest at the highest non-usurious rate allowable by law (and if no such rate is specified by law, then at eighteen percent (18%) per annum), may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

8.2.4 To place of record a claim of lien against the Dwelling Unit and/or Lot of the Delinquent Owner.

8.2.5 To file a court action to foreclose its lien at any time after the effective

date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

8.2.6 To file an action at law to collect said Assessment plus interest at the highest non-usurious rate allowable by law (and if no such rate is specified by law, then at eighteen percent (18%) per annum) plus court costs and attorneys' fees without waiving any lien rights and/or rights of foreclosure in the Association.

8.3 **COLLECTION BY DEVELOPER.** In the event, for any reason, the Association fails to collect the Assessments, then in that event Developer, until the Developer no longer owns a Lot, shall have the right to collect the same in the same manner as the Association.

ARTICLE IX **INSURANCE**

9.1 **COMMON AREA INSURANCE.** The Association shall purchase insurance coverage for the Common Areas subject to the following provisions:

9.1.1 Liability Insurance. The Association shall purchase and pay the costs of the policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association against any and all claims and demands made by an person or persons whomsoever for injuries received in connection with the use, operation and maintenance of Common Areas and improvements and buildings located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have reasonable limits as determined by the Board of Directors. The coverage of the liability insurance policies purchased by the Association shall include protection against liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, legal liability arising out of law suits related to employment contracts of the Association, water damage liability, liability for non-owned and hired automobiles, liability of hazards related to usage and liability for property of others. All such policies will name the Association (and Developer for so long as Developer shall own any portion of the Common Areas as their respective interests may appear) as the insured under such policy or policies. The insurance purchased shall contain a "severability of interest endorsement", or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, the Developer or any other Owners or deny the claim of either the Developer or the Association because of the negligent acts of an Owner.

9.1.2 Casualty Insurance. The Association shall purchase and pay the costs of a policy or policies of insurance to allow the Association to insure any improvements, if any, now located or which may hereafter be located, built or placed upon the Common Areas against loss or damage caused by or resulting from at least the following: Fire and other hazards covered by the standard extended coverage endorsement, sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, flood, debris removal and demolition, and such other risks as the Association shall determine are customarily covered with respect to developments similar to the Community in construction, location and use.

9.1.3 **Fidelity Coverage.** Following such time as the Owners elect the Board of Directors, the Association shall purchase and maintain an insurance policy or fidelity bond to protect against dishonest acts of the officers and employees of the Association and the Directors and all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section, the term “persons who control or disburse funds of the Association”, includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any insurance or bond. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, an Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

9.2 **MISCELLANEOUS INSURANCE.** The Association may also obtain such other forms of insurance and such coverages as the Association shall determine for the protection and preservation of the Common Areas. Such insurance may include, without limitation, worker’s compensation insurance and flood insurance.

9.3 **POLICY CANCELLATION.** All insurance policies and fidelity bonds obtained by the Association shall provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association. In the event of cancellation, the Association shall make its best effort to replace the policy and coverage without lapse.

9.4 **INSURANCE TRUSTEE.** The Board of Directors may, if it deems it to be in the best interest of the Community or the Association, provide that insurance policies be deposited with an Insurance Trustee whose duty shall be to receive any and all proceeds from the insurance policies held by it and to pay such proceeds to the Association pursuant to the terms hereof.

ARTICLE X
GRANT AND RESERVATION OF EASEMENTS

The Developer hereby reserves and grants the following easements over and across the Land for the duration of the term of this Declaration (except as hereafter provided), for the benefit of the parties or properties as hereinafter specified, for the following purposes:

10.1 **UTILITY AND GOVERNMENTAL SERVICES EASEMENTS.** An easement or easements to provide utility services, including (but not necessarily limited to) power, electric transmission, television, cable, light, telephone, gas, water, sewer and drainage and governmental services including police and fire protection, rights of access to maintain, repair, replace or install fixtures and appurtenances necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies, etc. The Association has the power, authority and responsibility for maintenance and operation of the utility easements/tracts or facilities.

10.2 **RIGHTS-OF-WAY.** A perpetual, non-exclusive easement is hereby declared,

granted and reserved in favor of Developer, the Association, and Owners, their lessees and family members, guests and invitees over and through the walks, road rights-of-way and other rights-of-way within the Common Areas to provide ingress, egress and access to and from, through and between the Land and publicly dedicated roads. The internal roadways within the Community may be dedicated to the public by deed or plat dedication to the County, at the sole discretion of the Developer.

10.3 EASEMENT FOR ENCROACHMENT.

10.3.1 An easement for encroachment in favor of all Owners in the event any portion of any part of a Dwelling Unit now or hereafter encroaches upon any of the other Dwelling Units, Lots, or other portions of the Community as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement.

10.3.2 An easement for encroachment in favor of Developer, Owners and the Association where any portion of the Common Areas encroaches upon any portion of the Land or any Lot therein.

10.3.3 An easement in favor of the Owner of each Dwelling Unit for encroachment of any portion of the Dwelling Unit upon the Common Areas as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement.

10.3.4 Any encroaching improvements within the easement areas described herein shall remain undisturbed for so long as the encroachment exists. The easements for encroachment include an easement for the maintenance and use of the encroaching improvements in favor of the Owner or Owners thereof and their designees.

10.4 **MAINTENANCE EASEMENT.** There shall be easements over and across any abutting Lot ("Burdened Lot") on the side lot lines for maintenance and repair of any Dwelling Unit or structure, constructed on the adjacent lot ("Benefitted Lot"), provided the easement does not extend beyond five feet (5') from the property line and that maintenance and repair is conducted in a reasonable, timely manner, with reasonable notice to the Owner of the Burdened Lot, and during reasonable hours, and further provided that the Owner of the Benefitted Lot is responsible for all costs for all and any damage or other liability arising from such maintenance and repair activities, including any damage to any landscaping or structures. The Owner of the Benefitted Lot shall also have the right to ingress and egress over the non-improved portions of the Burdened Lot as necessary to obtain access to the maintenance easement for maintenance and repair activities. In the event the Developer or the Association shall exercise its rights to maintain or repair any structure or improvements, including signs, benefited by this easement, they shall possess and be entitled to exercise the same rights as the Owner of the Benefitted Lot. This right of easement shall not affect the rights of the Owner of the Burdened Lot to construct and maintain such principal or accessory structure upon the Burdened Lot as may be authorized by the Documents, provided the same complies with the applicable setback requirements. Moreover, this easement shall not be deemed to prohibit any landscaping in such easement area, provided the same is otherwise permitted, and use of the easement by the Owner of the Benefitted Lot shall damage any such landscaping.

10.5 RIGHT OF ASSOCIATION TO ENTER UPON THE LAND. An easement or easements for ingress and egress in favor of the Association by its Board of Directors or the designees of the Association to enter upon each portion of the Land, including Lots, but excluding structures located thereon unless expressly authorized in this Declaration, for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair in accordance with the Documents.

10.6 USE AND ENJOYMENT OF COMMON AREAS. A nonexclusive easement for the use and enjoyment and for access over and to the Common Areas on behalf of Developer, the Association, and Owners, their lessees, family members, guests and invitees; provided, however, an Owner's easement to such use and enjoyment may be temporarily suspended by the Association upon written notice for a period not to exceed thirty (30) days for failure of an Owner, such Owner's lessee, or their family members, guests or invitees to conform to the rules and regulations promulgated by the Association in regard to use of the Common Areas.

10.7 DRAINAGE. Without limiting the generality of the easement in Section 9.2, above, a non-exclusive easement is reserved unto Developer, and is granted to the Association, over, across and through the Land for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities including the Surface Water Management System. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

10.8 WALLS, BERMS, LANDSCAPE BUFFERS AND FENCES. A perpetual, non-exclusive easement of ingress and egress over, across and through all applicable portions of the Land is hereby granted to the Association and the Developer for purposes of construction, installation and maintenance activities related to any walls, berms, landscape buffers and fences constructed by the Association or the Developer. The Association or Developer, as applicable, shall exercise its powers of ingress and egress in a manner which does not unreasonably interfere with use of the Land over which ingress or egress is utilized.

10.9 DEVELOPMENT AND USE EASEMENTS RESERVED TO DEVELOPER. Developer hereby reserves unto itself, and its successors and assigns, non-exclusive easements over, under, upon and through, as well as the right to grant non-exclusive easements over, under, upon and through, all portions of the Land from time to time, whether or not such areas have been conveyed to third parties, for the purposes of: (a) permitting and having ingress and egress to and from one portion of the Land to another; (b) constructing, maintaining, repairing, replacing and/or reconstructing improvements; and (c) permitting all other activities necessary or associated with the development of the Community and each and every Lot thereof.

10.10 PLAT. Any easements or dedications set forth on any plat of the Property that are not otherwise specifically set forth herein are hereby incorporated by this reference and reserved to the party(ies) set forth on the plat for the use(s) or purpose(s) described thereon.

10.11 ASSIGNMENT; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Developer in whole or in part to the Association, any city, county

or state government or agency thereof or any duly licensed for franchised public utility, or any other designee of Developer. The Owners, by the acceptance of a deed of conveyance of a Lot, authorize Developer and/or the Association to execute on their behalf and without further authorizations, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Land or any portion or portions thereof in accordance with or to implement the provisions of this Article. Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which causes any buildings, permanent structures or other permanent facilities within the Community which have been constructed (i) in accordance with the Documents; and (ii) prior to the use of such easements, to be materially altered or detrimentally affected thereby nor shall any such easement be granted or deemed to exist under any such structures or buildings so built in accordance with this Declaration and the Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then existing improvements other than buildings or structures provided that the use and enjoyment of the easement and the installation of facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not necessarily limited to, temporary alteration or removal of a fence or temporary excavation within a paved area) and provided that same is repaired and/or restored by the one making use of such easement at its expense and within a reasonable time thereafter.

ARTICLE XI **CONDEMNATION**

11.1 **TAKING OR PARTIAL TAKING.** If at any time during the term of this Declaration the whole or any portion of the Common Areas shall be taken ("Taken Area") for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of eminent domain or by agreement between those authorized to exercise such right (hereinafter for the purpose of this Section called "Condemnation"), this Declaration and all obligations hereunder as to the Taken Area shall terminate and expire on the date of such taking, and any and all expenses provided to be paid for such Taken Area shall be appointed and paid to the date of such taking. The Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and/or agreements with the condemning authority for acquisition of the Taken Area, or part thereof, by the condemning authority.

11.2 **DIVISION OF AWARDS.** The rights of Developer and other Owners in and to the net award or awards ("Taken Area Award") after any Condemnation (after reasonable fees and expenses of collection) shall be determined as follows:

11.2.1 To the extent that Developer owns any Dwelling Units or Lots, Developer shall participate in any Taken Area Awards for its interest in the Common Areas along with and to no lesser degree than other Owners.

11.2.2 The Association shall have the right to attend and participate in all hearings relevant to the Condemnation and to receive notice from Developer of such hearings.

11.3 **REPAIR AND REPLACEMENT.** If any improvements upon the Common

Areas not included in the Taken Area shall be damaged or partially destroyed by such Condemnation, then the Association shall proceed with reasonable diligence to demolish, if necessary, and to construct, repair, replace or rebuild such improvements so such improvements are complete and in good condition and repair. The Association shall hold that portion, if any, of the Taken Area Award which represents consequential damages to said improvements or replacements thereof in trust for application of the same to the cost and expense as herein provided. Repair of such improvements shall be conducted under the supervision of any architect or engineer licensed in the State of Oklahoma selected by the Association, and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Developer for approval, which approval shall not unreasonably be withheld.

11.4 **TEMPORARY USE.** If the temporary use of the whole or any part of the Common Areas shall be taken at any time during the term of this Declaration by the exercise of the right of Condemnation, the term of this Declaration shall not be reduced or affected in any way, and the Association Expenses herein provided to be paid shall continue to be due and payable and the various Owners shall be entitled to the entire award granted by reason of such taking.

11.5 **TAKING OF LAND.** In the event of any Condemnation of the Land, the award therefor and with interest thereon as shall represent compensation for the value of the property taken shall be payable jointly to the record Owner or Owners and Institutional Mortgagee or Institutional Mortgagees thereof as of the date of taking in accordance with respective interests in such property.

ARTICLE XII **ENFORCEMENT**

12.1 The covenants and restrictions contained in the Documents may be enforced by Developer, the Association, any Owner and any Institutional Mortgagee holding a first mortgage on a Dwelling Unit upon a portion of the Land in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant, restriction or easement herein contained shall in no event be deemed a waiver of such covenant, restriction or easement. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees.

ARTICLE XIII **AMENDMENT AND MODIFICATION**

13.1 So long as Developer owns any Lot(s), Developer may modify and or amend this Declaration in the exercise of its sole and absolute discretion; provided, however, that any such modification and/or amendment shall be reflected in an instrument executed by Developer and recorded in the Public Records of the County.

13.2 In addition to amendments as provided for elsewhere in this Article, following the date that the Owners elect the Board of Directors, this Declaration may be amended at any regular or special meeting of the Owners called and held in accordance with the By-Laws by the affirmative vote of the Owners, including the Developer for any Lots owned by Developer, owning a majority of the Lots. An amendment to the Declaration shall be evidenced by a certificate executed by the Association. A true copy of such amendment shall be sent by certified mail by the Association to the Developer so long as the Developer owns any Lots. The amendment shall become effective upon the recording of the certificate in the Public Records of the County.

13.3 Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment, which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

13.4 Whenever it shall appear to the Association that there is a technical or minor defect, error or omission in the Declaration, the Association, through its Board of Directors may amend the Declaration without any other consents or notices. The amendment shall become effective upon the recording of a certificate in the Public Records of the County.

13.5 So long as Developer owns any Lot(s), Developer may amend this Declaration in its sole and absolute discretion to add or subtract land from the Community without approval or appeal of any Owner, Institutional Mortgagee or the Association, and Developer may execute any such amendment to reflect the same without consent of any Owner, Institutional Mortgagee or the Association. Such amendment shall be recorded in the Public Records of the County.

13.6 For so long as the Developer owns a Lot or any portion of the Land, no amendment shall be adopted which shall materially impair or prejudice the rights or priorities of Developer without the prior written approval of Developer.

ARTICLE XIV **TERM**

14.1 This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, easements, burdens and liens contained herein, including without limitation, the provisions for assessment of a Dwelling Unit or Lot, shall run with and bind the Land and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of the recording of this Declaration in the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof, there is recorded in the Public Records of the County, an instrument signed by (i) the then Owners owning two-thirds (2/3) of the Lots (ii) all

Institutional Mortgagees in existence one (1) year prior to the termination of such term or extension, and (iii) the Developer, for so long as the Developer owns any Lots, agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the twenty-five (25) year term or the ten (10) year extension during which such instrument of termination is recorded.

ARTICLE XV **GENERAL PROVISIONS**

15.1 **NOTICES.** Any notices or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid to: (i) any Owner, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing; (ii) the Association at such address as the Association shall hereafter notify Developer and all Owners of in writing; and (iii) Developer at such address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners.

15.2 **CAPTIONS.** Article and Section captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

15.3 **SEVERABILITY.** In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, such determination shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the rule of law known as the "rule against perpetuities" shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

15.4 **MANAGEMENT.** The Association, pursuant to resolution duly adopted by its Board of Directors, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board of Directors from time to time.

15.5 **ATTORNEYS' FEES.** Any provision herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, court costs and attorneys' fees for the attorneys' services at all trial and appellate levels and post judgment proceedings and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

15.6 **INTERPRETATION.** In the event of a conflict between the provisions of this Declaration and the Articles and By-Laws, the provisions of this Declaration shall control.

15.7 **RULE AGAINST PERPETUITIES.** In the event any court should hereafter determine any provisions as originally drafted herein are in violation of the rule of property

known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the signatories hereof.

15.8 **SECURITY SYSTEM.** The Developer is not obligated to install a security system, but the Developer may elect to install such a security system. In that event, the Association shall provide and pay for monitor service for such security system as may be installed by the Developer. Owners shall be responsible for maintenance and repair of any security system equipment located on their Lot and the Association shall be responsible for maintenance and repair of security system equipment located on Common Areas. An easement to the Association for access and maintenance or repair of security system equipment is hereby established. No Owner may change, alter or replace any security system equipment that is part of the system for which the Association arranges and pays for monitoring without written approval of a majority of the Association's Board of Directors. If an Owner fails to keep security system equipment in good maintenance and repair, the Association may, but need not, effect any needed maintenance or repair. The Association and its directors, agents, employees, and assigns shall not be liable to Owners for any action or inaction in connection with or arising from the security system or security system equipment, including, but not limited to, its own negligence or delay in maintenance or repairs.

15.9 **CONTEXT.** Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereto and vice versa.

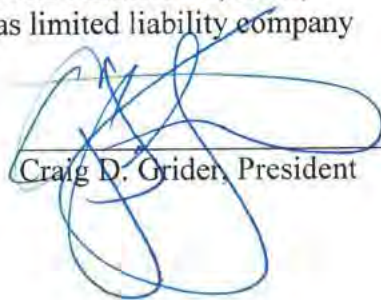
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions and Easements for Prairie Reserve has been signed by Developer and the Association on the day and year first above set forth.

DEVELOPER:

PRAIRIE RESERVE, LLC,
a Texas limited liability company

By:



Craig D. Grider, President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Craig D. Grider, as President of PRAIRIE RESERVE, LLC, a Texas limited liability company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of September, 2018.

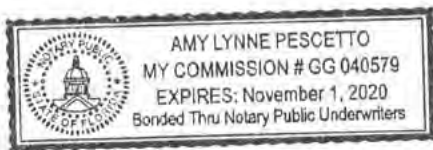
(SEAL)



Notary Public Signature

Printed Name: _____

My Commission expires: _____



1-2018-707791 Book 1479 Pg: 54
09/27/2018 1:35 pm Pg 0020-0066
Fee: \$ 105.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Exhibit "A"

All of Lots 1-75 in Block 1 and All of Lots 1-8 in Block 2, in Prairie Reserve Addition, Bryan County, Oklahoma, according to the recorded plat thereof.

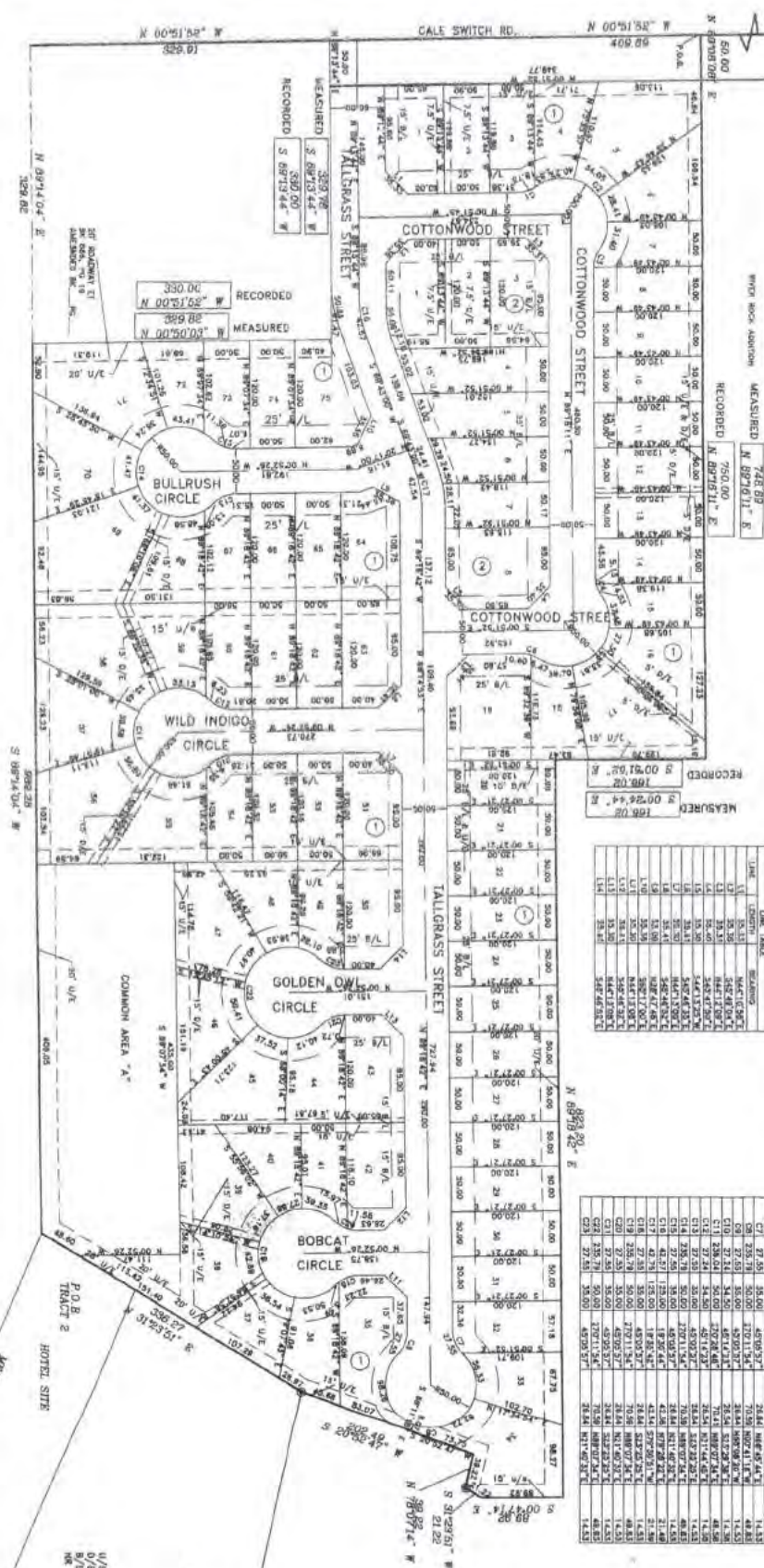
formerly known as

A tract of land lying in the SW/4 of Section 13, Township 7 South, Range 8 East of the Indian Base and Meridian, Bryan County, Oklahoma, being particularly described as follows: Commencing at the Northwest Corner of the SW/4 of said Section 13; Thence S00°51'52"E, along the West line of the SW/4 of said Section 13, a distance of 579.98 feet to the true Point of Beginning; Thence N89°08'08" E a distance of 50.30 feet; Thence N89°16'11" E a distance of 750.00 feet; Thence S00°51'52" E a distance of 168.02 feet; Thence N89°18'42" E a distance of 823.20 feet; Thence S00°47'14" E a distance of 69.92 feet; Thence S31°23'51"W a distance of 21.22 feet; Thence N78°07'14"W a distance of 39.22 feet; Thence S20°52'47"W a distance of 202.49 feet; Thence S31°23'51"W a distance of 336.27 feet to the Southeast corner of the NW/4 SW/4; Thence S89°14'04"W along the South line of the NW/4 SW/4 a distance of 989.28 feet , that is N89°14'04"E and 330.00 feet from the Southwest Corner of the NW/4 SW/4 of said Section 13; Thence N00°51'52"W parallel with and 330.00 feet East of the West line of the NW/4 SW/4 of said Section 13, a distance of 330.00 feet; Thence S89°14'12"W parallel with and 330.00 feet North of the South line of the NW/4 SW/4 of said Section 13, a distance of 330.00 feet; Thence N00°51'52"W along the West line of the SW/4 of said Section 13, a distance of 409.69 feet back to the Point of Beginning.

NW CORNER OF SW/4
SEC. 13, T7S, R8E
FND BR. SPIKE

FINAL PLAT PRAIRIE RESERVE ADDITION

BEING A PART OF THE SW/4, SEC. 13, T7S, R8E, 1M
CITY OF CALERA, BRYAN COUNTY, OKLAHOMA



MEASURED 742.09' N 89°15'11.6" E
RECORDED 750.00' N 89°15'11.6" E

MEASURED 188.02' S 00°26'44.4" E
RECORDED 188.02' S 00°26'44.4" E

LINE	IDENTIFY	BEARING
L1	35.33	N44°10'38.7" E
L2	35.33	S42°48'04.4" E
L3	35.33	N42°14'57.1" E
L4	35.33	S44°15'28.7" E
L5	35.33	N44°15'28.7" E
L6	35.33	S44°15'28.7" E
L7	35.33	N44°15'28.7" E
L8	35.33	S44°15'28.7" E
L9	35.33	N44°15'28.7" E
L10	35.33	S44°15'28.7" E
L11	35.33	N44°15'28.7" E
L12	35.33	S44°15'28.7" E
L13	35.33	N44°15'28.7" E
L14	35.33	S44°15'28.7" E
L15	35.33	N44°15'28.7" E
L16	35.33	S44°15'28.7" E
L17	35.33	N44°15'28.7" E
L18	35.33	S44°15'28.7" E
L19	35.33	N44°15'28.7" E
L20	35.33	S44°15'28.7" E

CURVE	LENGTH	MEANING	DELTA	CHORD	DOT	CHORD	RADIUS	TANGENT
C1	1.84	50.00	138.5117	18.57	18.57	18.57	271.17	1.84
C2	1.84	50.00	138.5117	18.57	18.57	18.57	271.17	1.84
C3	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C4	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C5	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C6	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C7	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C8	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C9	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C10	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C11	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C12	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C13	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C14	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C15	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C16	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C17	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C18	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C19	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C20	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C21	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C22	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C23	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C24	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C25	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C26	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C27	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C28	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C29	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11
C30	2.11	50.00	149.3107	20.78	20.78	20.78	312.00	2.11



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TULSA, OKLAHOMA 74107
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FAX: (918) 438-1101
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PRAIRIE RESERVE ADDITION

U/E = UTILITY EGRESS
D/E = DRAINAGE EGRESS
B/E = BUILDING LINE EGRESS
NF = NON FORMAL LINE

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Fee: \$ 105.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

A.1

CERTIFICATE OF REGISTERED LAND SURVEYOR
CORRECTION OF PLAT

State of Oklahoma)
) SS:
BRYAN County)

1. The undersigned, Ross C. Morris, the Registered Land Surveyor who executed the subdivision plat of PRAIRE RESERVE ADDITION, a part of the SW/4, SEC. 13, T7S, R8E, IM., certifies that said plat was duly filed and recorded in Plat Book 1454, Page 542 of the records in the office of the County Clerk of BRYAN County, Oklahoma.
2. That said instrument contained an error in the front acr distances of lots 3-7, 14-19, 33-36, 39,41, 44, 72, all of block 1, and C14 of the curve table, which is amended and corrected by this instrument pursuant to the provisions of section 41-115 of Title 11 of the Oklahoma Statutes.
3. The surveyor hereby certifies that the front arc lengths of lots 3-7, 14-19, 33-36, 39,41, 44, 72, all of block 1, and C14 of the curve table, as shown on said Final Plat, and that the same are errors of the scrivener and should read as shown in the attached documents titled "SCRIVNERS ERROR – SHEETS 1 THRU 7". This error is hereby amended and corrected by the certificate pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.

Dated this 27th day of September, 2018.

See attached DRAWINGS
TITLED "SCRIVNERSRS ERROR – SHEETS 1 THRU 7"



Ross C. Morris, P.L.S. 1457

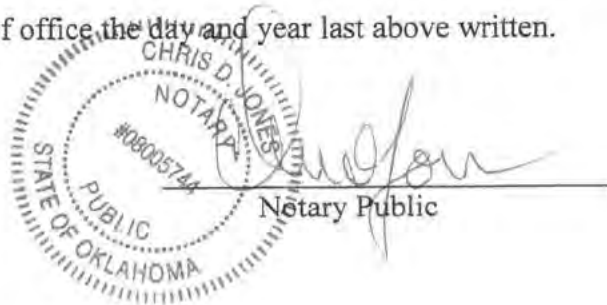
State of Oklahoma)
) SS:
Bryan County)

Before me, the undersigned Notary Public, in and for said County and State, on this ___ day of September, 2018, personally appeared Ross C. Morris, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

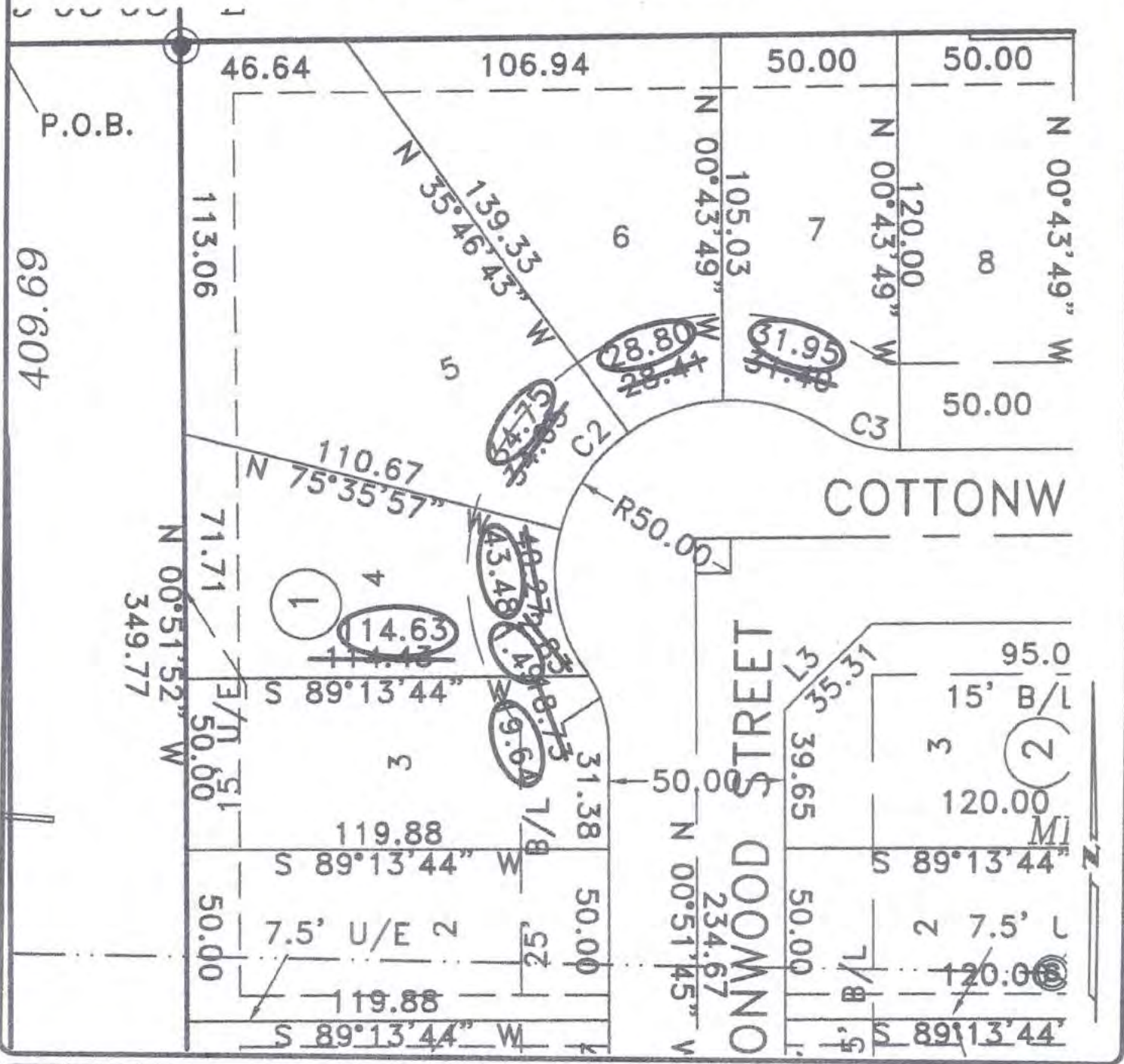
Given under my hand and seal of office, the day and year last above written.

My Commission Expires:

6/4/2020



SCRIVNERS ERROR - SHEET 1



NOTES:

MORRIS
ENGINEERING AND SURVEYING

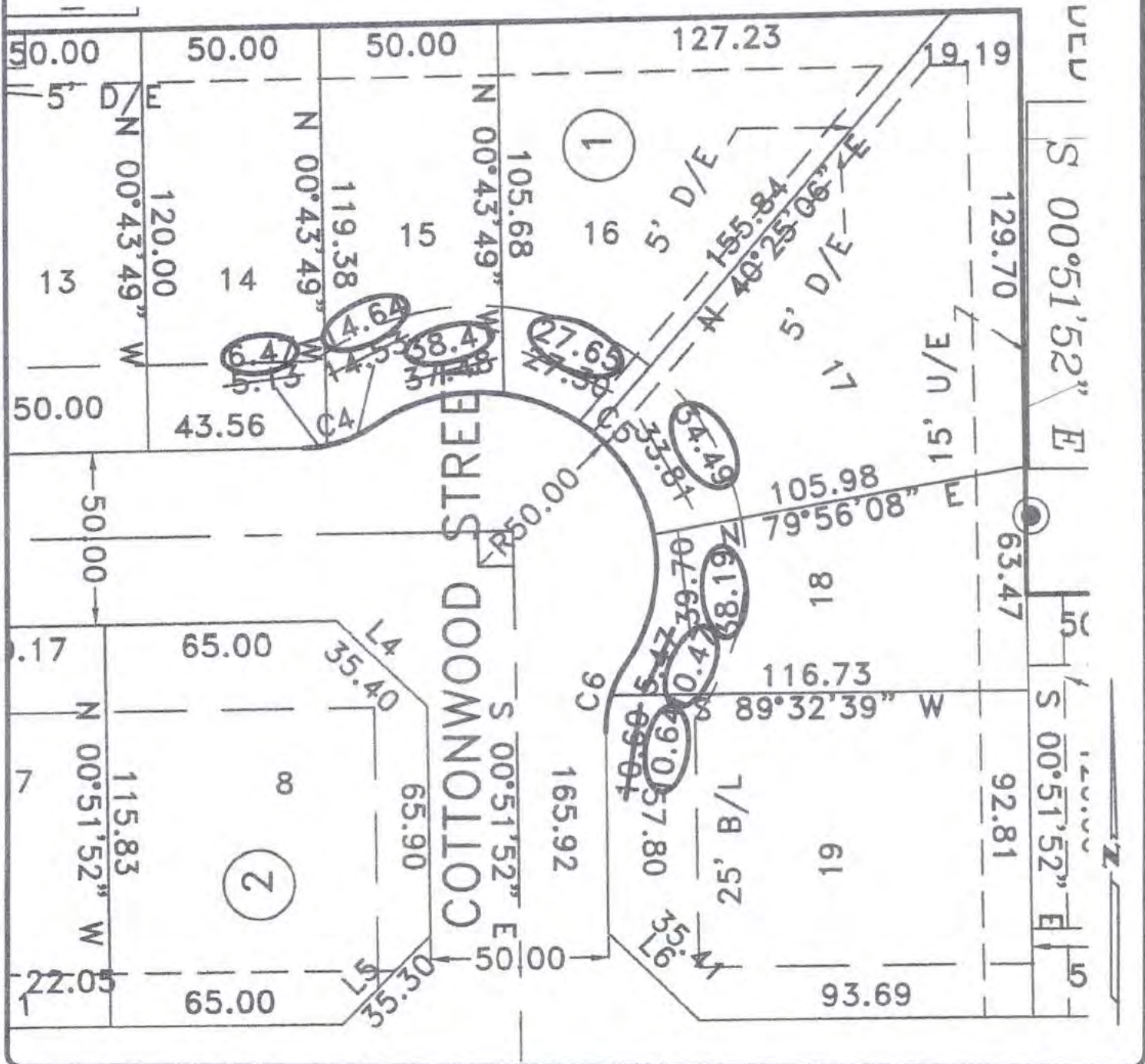
www.morrisengineering.com
617 N.W. 27TH ST. MOORE, OK 73160
(405) 912-2775 OFC (405) 912-2322 FAX

DATE: _____
SIGNATURE: *[Signature]*
9-25-18



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Fee: \$ 105.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

SCRIVNERS ERROR - SHEET 2



NOTES:



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 (405) 912-2775 OFC (405) 912-2322 FAX

DATE

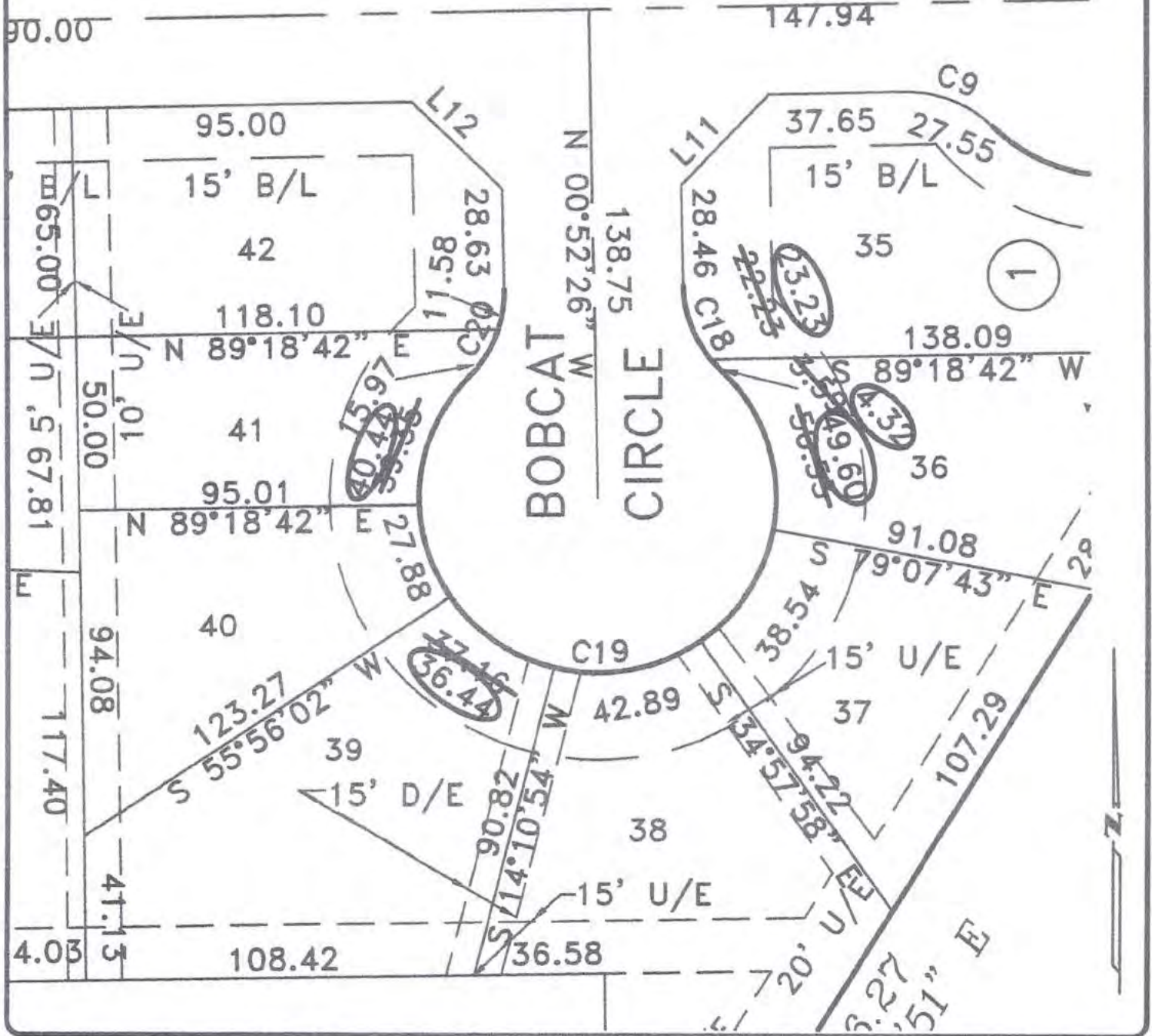
SIGNATURE

[Handwritten Signature]
 9-25-18



I-2018-707791 Book 1479 Pg. 61
 09/27/2018 1:35 pm Pg 0020-0066
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 Tammy Reynolds - Bryan County Clerk
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SCRIVNERS ERROR - SHEET 4



NOTES:



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DATE

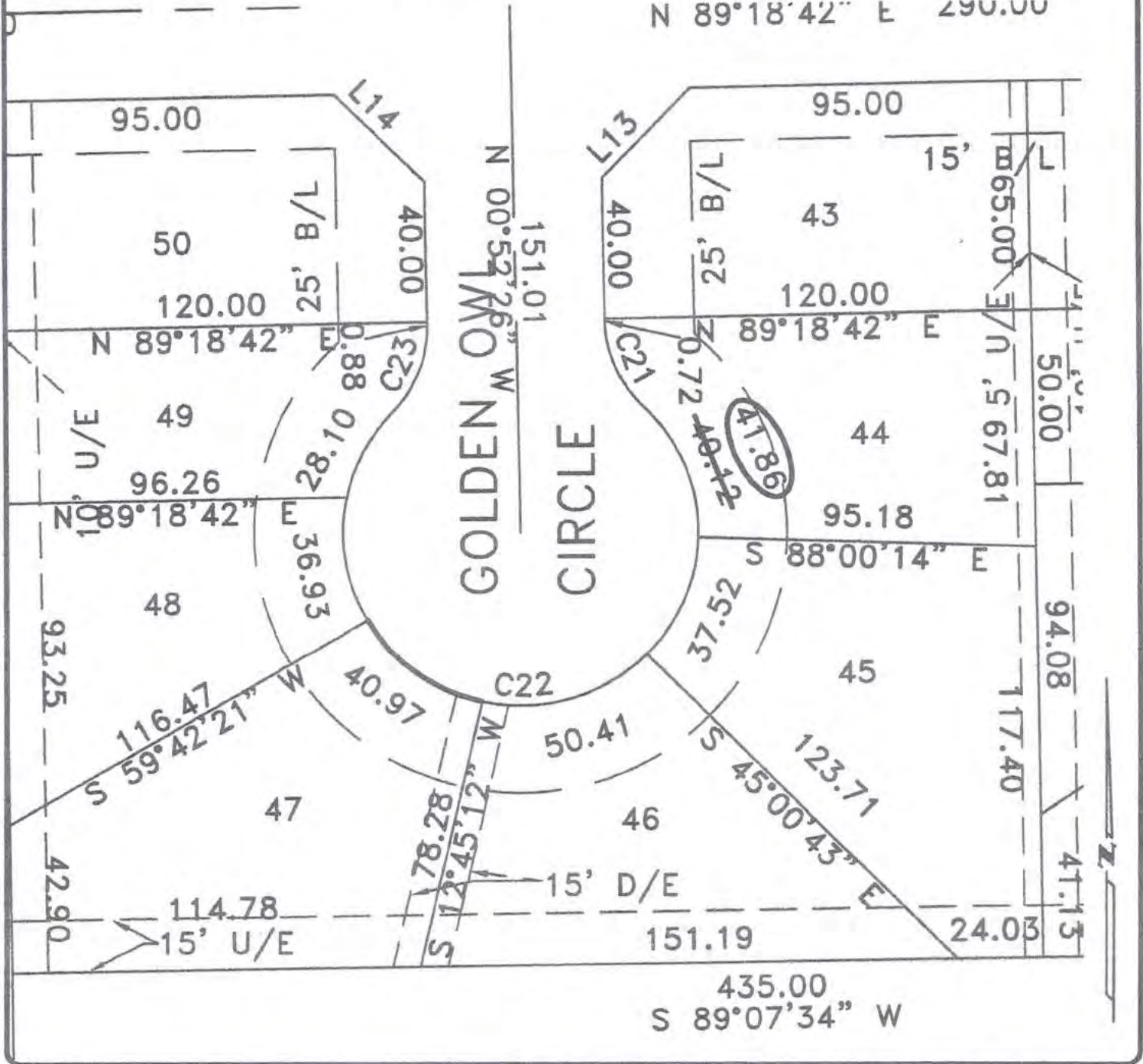
SIGNATURE

[Handwritten Signature]
9-25-18



SCRIVNERS ERROR - SHEET 5

N 89°18'42" E 290.00



NOTES:



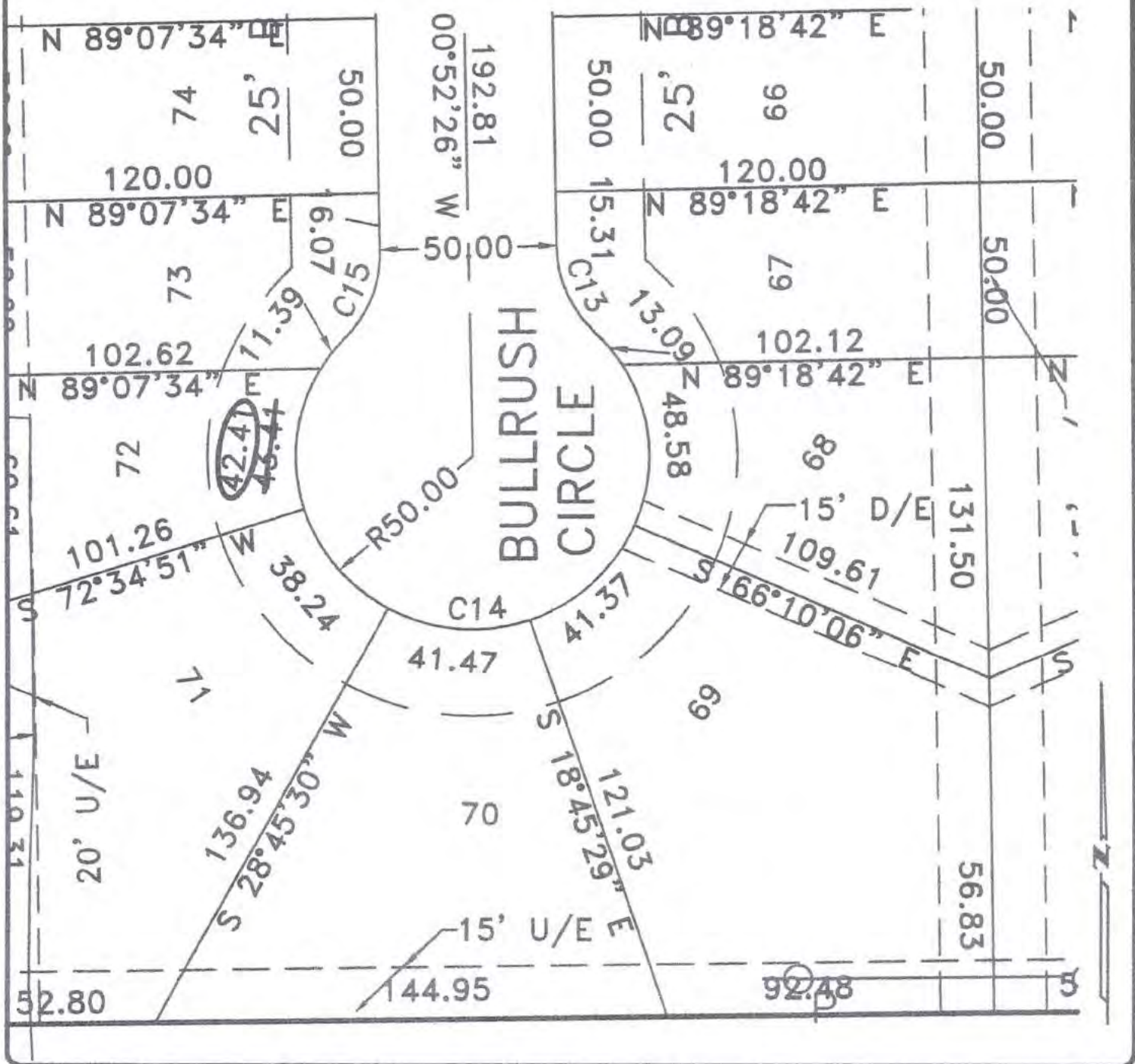
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 (405) 912-2775 OFC (405) 912-2322 FAX

DATE: _____
 SIGNATURE: *[Signature]*
 9-25-18



CA 2540 EVD 6 20 10

SCRIVNERS ERROR - SHEET 6



NOTES:

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DATE: *[Signature]*

SIGNATURE: *[Signature]*

REGISTERED PROFESSIONAL ENGINEER
OKLAHOMA

ROSS C. MORRIS
16837

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SCRIVNERS ERROR - SHEET 7

CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHRD DIST	CHRD BRNG	TANGENT	
C1	21.11	35.00	34°33'37"	20.79	N18°08'41"W	10.89	
C2	138.98	50.00	159°15'17"	98.37	S44°12'09"W	273.16	
C3	21.11	35.00	34°33'36"	20.79	S73°27'00"E	10.89	
C4	21.11	35.00	34°33'37"	20.79	N71°59'22"E	10.89	
C5	138.74	50.00	158°59'11"	98.32	N45°47'51"W	269.60	
C6	21.11	35.00	34°33'37"	20.79	S16°24'57"W	10.89	
C7	27.55	35.00	45°05'57"	26.84	N66°45'44"E	14.53	
C8	235.79	50.00	270°11'54"	70.59	N00°41'18"W	49.83	
C9	27.55	35.00	45°05'57"	26.84	N68°08'20"W	14.53	
C10	27.24	34.50	45°14'23"	26.54	S23°29'38"E	14.38	
C11	236.04	50.00	270°28'46"	70.41	N89°07'34"E	49.58	
C12	27.24	34.50	45°14'23"	26.54	N21°44'45"E	14.38	
C13	27.55	35.00	45°05'57"	26.84	S23°25'25"E	14.53	
C14	235.79	50.00	270°11'54"	70.59	N00°41'18"W	49.83	
C15	27.55	35.00	45°05'57"	26.84	N21°40'32"E	14.53	
C16	42.57	125.00	19°30'44"	42.36	N79°28'22"E	21.49	
C17	42.75	125.00	19°35'42"	42.54	S79°30'51"W	21.59	
C18	27.55	35.00	45°05'57"	26.84	S23°25'25"E	14.53	
C19	235.79	50.00	270°11'54"	70.59	N89°07'34"E	49.83	
C20	27.55	35.00	45°05'57"	26.84	N21°40'32"E	14.53	
C21	27.55	35.00	45°05'57"	26.84	S23°25'25"E	14.53	
C22	235.79	50.00	270°11'54"	70.59	N89°07'34"E	49.83	
C23	27.55	35.00	45°05'57"	26.84	N21°40'32"E	14.53	
			270°02'34"	70.07	N88°41'34"E	49.18	

236.55

NOTES:



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DATE _____
 SIGNATURE *[Handwritten Signature]*
 9-25-18



CA 2510 EVD 8.30.10
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