

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HONEY CREEK II AT BAILEY RANCH**

KNOW ALL MEN BY THESE PRESENTS:

BATTLE CREEK LAND DEVELOPMENT, INC. HEREINAFTER REFERRED TO AS OWNER/DEVELOPER, ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF OWASSO, COUNTY OF TULSA, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE I.B. & M., TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SW/4 OF SAID SECTION 18; THENCE S 1°04'43" E ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 1047.29 FEET; THENCE S 88°24'35" W A DISTANCE OF 620.18 FEET TO A POINT ON THE EASTERLY BOUNDARY OF HONEY CREEK AT BAILEY RANCH, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N 14°59'23" W ALONG SAID EASTERLY BOUNDARY (UNTIL OTHERWISE NOTED) A DISTANCE OF 97.80 FEET; THENCE N 58°05'17" W A DISTANCE OF 99.52 FEET; THENCE N 44°45'24" W A DISTANCE OF 124.42 FEET; THENCE N 45°14'36" E A DISTANCE OF 138.25 FEET; THENCE N 49°16'02" W A DISTANCE OF 345.19 FEET; THENCE S 79°39'45" W A DISTANCE OF 189.94 FEET; THENCE N 60°30'39" W A DISTANCE OF 223.27 FEET; THENCE N 65°52'24" W A DISTANCE OF 178.18 FEET; THENCE N 87°27'10" W A DISTANCE OF 106.20 FEET; THENCE N 16°48'22" W A DISTANCE OF 234.46 FEET; THENCE N 36°31'05" W A DISTANCE OF 117.42 FEET; THENCE N 75°10'25" E NO LONGER ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 225.82 FEET; THENCE N 47°53'22" E A DISTANCE OF 487.55 FEET; THENCE S 88°35'29" E A DISTANCE OF 421.03 FEET; THENCE S 76°07'45" E A DISTANCE OF 482.09 FEET; THENCE S 44°10'04" E A DISTANCE OF 268.5 FEET TO THE POINT OF BEGINNING.

AND HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED, TO BLOCK, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS HONEY CREEK II AT BAILEY RANCH, A SUBDIVISION IN THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA.

SECTION I. STREET, EASEMENTS AND UTILITIES

1.1 PUBLIC STREET AND UTILITY EASEMENTS.

THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES THEREOF.

1.2 UNDERGROUND AND ELECTRIC AND COMMUNICATION SERVICE.

IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

- A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE MAY ONLY BE LOCATED ALONG THE NORTH, SOUTH, EAST AND WEST PROPERTY LINES OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.
- B. EXCEPT TO HOUSES AND STRUCTURES ON LOTS ADJACENT TO THE NORTH, WEST, SOUTH AND EAST OF PROPERTY LINES OF THE ADDITION AS DESCRIBED IN SUBPARAGRAPH (A) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, TELEPHONE LINES AND CABLE TELEVISION CABLES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.
- C. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.
- D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.
- E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

1.3 UNDERGROUND GAS SERVICE.

UNDERGROUND SERVICE LINES TO ALL HOMES MAY BE RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE HOME; PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE LINE TO A HOME, THE SUPPLIER OF GAS SERVICE SHALL

THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE HOME. ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE ENTRANCE TO THE HOME.

- A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED
- B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT SUCH OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED BY ACTS OF SUCH OWNER OR ITS AGENTS OR CONTRACTORS.
- C. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 WATER, SANITARY AND STORM SEWER.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

- A. THE CITY OF OWASSO, OR THEIR PROVIDER AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER AND SEWER LINE MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE CITY OF OWASSO SHALL HAVE THE RIGHT OF WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER AND SEWER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER LINE FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF OWASSO AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- B. WATER SERVICE: POTABLE WATER SHALL BE PURCHASED AND PROVIDED BY THE CITY OF OWASSO OR ITS ASSIGNEES.
- C. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE PURCHASED AND PROVIDED BY THE CITY OF OWASSO OR ITS ASSIGNEES.

1.5 LANDSCAPE AND PAVING REPAIR.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING

OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE CITY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

1.6 DEVELOPER'S RESERVED RIGHTS.

- A. INCLUSION IN PROPERTY OWNERS ASSOCIATION: AS A PART OF THE DEVELOPMENT OF THE ADDITION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE HONEY CREEK HOME OWNERS ASSOCIATION, INC. AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION").
- B. BINDING EFFECT: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER THE PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF THE LOTS IN THE ADDITION.
- C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT BASIS. ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HONEY CREEK. NO LOT SHALL BE ENTITLED TO MORE THAT ONE (1) VOTE, REGARDLESS OF THE NUMBER OF OWNERS. NO LOT OWNED BY THE DEVELOPER SHALL BE SUBJECT TO ASSESSMENT.
- D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ADDITION.

1.7 RESERVE AREAS.

AREAS DESIGNATED ON THE PLAT AS RESERVE AREAS ARE HEREBY RETAINED BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE, AT THE DEVELOPER'S SOLE DISCRETION, TO THE ASSOCIATION OR OTHER THIRD PARTY FOR THE PURPOSE OF PROVIDING GREEN AREAS, STORM WATER RETENTION, PROPER VISUAL SCREENING OF THE ADDITION FROM SURROUNDING AREAS, AND FOR THE CONSTRUCTION AND MAINTENANCE OF ANY SCREENING FENCE OR WALL AND FOR OTHER PURPOSES DEEMED ADVISABLE BY THE DEVELOPER OR THE ASSOCIATION. ALL RESERVE AREAS AND FENCE EASEMENTS (AS DESCRIBED BELOW) HAVE ALSO BEEN DESIGNATED AS UTILITY EASEMENTS AND MAY BE USED AS SUCH SO LONG AS SUCH UTILITY USAGE DOES NOT MATERIALLY INTERFERE WITH THE DEVELOPER'S INTENDED USE OF SUCH RESERVE AREAS AND/OR FENCE EASEMENTS. ALL RESERVE AREAS SHALL BE MAINTAINED BY THE HONEY CREEK PROPERTY OWNERS' ASSOCIATION.

- A. DETENTION AND RESERVE AREAS WILL BE FOR STORM WATER DRAINAGE FACILITIES THAT WILL BE DEEDED TO AND MAINTAINED BY THE 'HONEY CREED AT BAILEY RANCH' PROPERTY OWNERS ASSOCIATION AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF OWASSO, OKLAHOMA. NO WALL FENCE, BUILDING OR OTHER STRUCTURE SHALL BE PLACED OR MAINTAINED IN THE EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE OR CONTOURS IN THE EASEMENT AREA UNLESS APPROVED BY THE CITY OF OWASSO, OKLAHOMA.
- B. RESERVE AREA 'C' AND RESERVE AREA 'D' SHALL BE DEEDED TO AND MAINTAINED BY THE HONEY CREEK PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSE OF A SCREENING AREA. RESERVE AREA 'C' AND RESERVE ARE 'D' SHALL NOT BE CHANGED OR BE IMPROVED UPON FROM THEIR ORIGINAL CONDITION, SAID RESERVES REMAIN WITHOUT DISTURBANCE OF EXISTING SCREENING FENCES, UTILITIES, OR OTHER AMENITIES.

1.8 DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

1.9 FINISHED FLOOR ELEVATIONS.

THE FINISHED FLOOR ELEVATIONS OF EACH DWELLING SHALL BE SET TO THE PROPER ELEVATION IN ACCORDANCE WITH THE GRADING PLAN OF THE FINAL CONSTRUCTION PLANS FOR HONEY CREEK II AT BAILEY RANCH.

1.10 OWNER'S RESPONSIBILITIES

THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, COUNTY AND THE CITY OF OWASSO BUILDING CODES.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, HONEY CREEK II AT BAILEY RANCH WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS OPUD NO. 16 BATTLE CREEK) AS PROVIDED IN THE REVISED ORDINANCES OF THE CITY OF OWASSO, OKLAHOMA (OWASSO ZONING CODE). AS THE SAME EXISTED ON JUNE 5, 1984, WHICH OPUD NO. 16 WAS APPROVED BY THE CITY OF OWASSO. DEVELOPMENT STANDARDS FOR HONEY CREEK II AT BAILEY RANCH SHALL BE IN ACCORDANCE 'PREMIER HOMES' STANDARDS AS SET FORTH WITHIN SAID OPUD NO. 16.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF OWASSO ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF OWASSO, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOP, IT'S SUCCESSORS AND ASSIGNS, AND THE CITY OF OWASSO, OKLAHOMA;

THEREFORE, THE OWNER/DEVELOP DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1 USE OF LAND:

- A. THE DEVELOPMENT OF HONEY CREEK II AT BAILEY RANCH SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF OWASSO ZONING CODE AS THE SAME EXISTED ON JUNE 5, 1984, OR AS SUBSEQUENTLY AMENDED.

- B. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.
- C. THE NUMBER OF DWELLING WITHIN THE SUBDIVISION SHALL NOT EXCEED ONE HUNDRED AND NINETEEN (119).

2.2 FRONTING AND ACCESS LIMITATION:

ANY DWELLING ERECTED ON ANY OF THE LOTS HEREIN SHALL FRONT OR PRESENT A GOOD FRONTAGE ON THE STREETS, AND FOR THIS PURPOSE AS APPLIED TO INSIDE LOTS, IT SHALL MEAN THAT THE DWELLING SHALL FRONT ON THE STREET ADJOINING, AND ON ANY CORNER LOT THE DWELLING SHALL FRONT TOWARDS THE GREATEST BUILDING SETBACK LINE AND SHALL PRESENT A GOOD FRONTAGE ON BOTH STREETS ADJOINING.

2.3 YARDS AND SETBACKS:

- A. STREET SETBACK: NO BUILDING SHALL BE ERECTED OR MAINTAINED NEARER TO A STREET (PUBLIC OR PRIVATE) THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE CITY OF OWASSO PLANNING COMMISSION.
- B. SIDE YARD: EACH LOT SHALL BE REQUIRED TO HAVE ONE SIDE YARD NOT LESS THAN FIVE FEET (5') IN WIDTH WITH THE OTHER SIDE YARD BEING NOT LESS THAN TEN FEET (10') IN WIDTH. CORNER LOT MINIMUM SIDE YARD ABUTTING A PUBLIC STREET SHALL BE NO LESS THAN FIFTEEN FEET (15') OR TWENTY FEET (20') WITH SIDE LOADED GARAGE.
- C. REAR YARD: EACH LOT SHALL MAINTAIN A REAR YARD OF AT LEAST TWENTY-FIVE FEET (25') OR AS DEPICTED ON THE PLAT; PROVIDED, HOWEVER, THE CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL NEARER THAN TEN FEET (10') TO REAR LOT LINE NOR ENCROACH UPON ANY UTILITY EASEMENT. FOR THE EXACT REAR YARD SETBACK, CONSULT THE FINAL PLAT.

2.4 BUILDING HEIGHT: THE MAXIMUM STRUCTURE HEIGHT SHALL BE THIRTY-FIVE FEET (35').

2.5 MINIMUM LOT SIZE:

NO LOT SHALL BE LOT-SPLIT OR SUBDIVIDED INTO ANY LOT HAVING AN AREA OF LESS THAN 7,500 SQUARE FEET; PROVIDED, HOWEVER, THAT A LOT MAY BE DIVIDED INTO A PARCEL HAVING LESS THAN 7,500 SQUARE FEET IF SUCH PARCEL BE HELD IN COMMON OWNERSHIP WITH AN ADJOINING PARCEL AND THE RESULTING AREA OF THE TWO PARCELS IS NOT LESS THAN 7,500 SQUARE FEET, WITH THE CITY OF OWASSO PLANNING COMMISSION APPROVAL.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

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

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

3.1 ARCHITECTURAL CONTROL COMMITTEE-PLAN REVIEW:

- A. NO BUILDING, FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF AND PLOT PLAN, WHICH PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE) COMPOSED OF BUFORD WILLIAMS, HELEN WILLIAMS, LEXIE JOHNSON OR THEIR DULY AUTHORIZED REPRESENTATIVE(S), ASSIGN(S) OR SUCCESSOR(S). IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER(S) SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEMES, MATERIALS AND PLOT PLAN OR TO DESIGNATE A REPRESENTATIVE(S) WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER(S) SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND, THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- B. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLAN FOR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER AND IT APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FOR MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- C. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE OF THE FIRST DAY OF JANUARY, 2007, OR WHEN ONE-HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS FIRST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS' ASSOCIATION HEREAFTER PROVIDED FOR
- D. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, COUNTY, AND THE CITY OF OWASSO BUILDING CODES.

3.2 FLOOR AREA OF DWELLINGS:

- A. SINGLE-STORY: A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- B. TWO-STORY AND STORY-AND-A-HALF: IF A DWELLING HAS TWO LEVELS OR STORIES SAID DWELLING SHALL HAVE AT LEAST 2,000 SQUARE FEET OF COMBINED HEATED LIVING AREA.
- C. COMPUTATION OF LIVING AREA: THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES (7'6") IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA. THE HEIGHT SHALL BE SEVEN FEET SIX INCHES (7'6") FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE FEET (5') IN HEIGHT SHALL BE EXCLUDED.
- D. WAIVER: THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE IN THE PARTICULAR INSTANCE, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPHS A AND B OF THIS SECTION.

3.3 GARAGE: EACH DWELLING SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES.

3.4 BUILDING MATERIAL REQUIREMENTS:

- A. STEM WALLS: ALL EXPOSED FACES OF FOUNDATION OR STEM WALLS SHALL BE OF BRICK OR STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO CONCRETE FACE OF STEM WALLS WILL BE EXPOSED.
- B. ROOFING: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12 EXCEPT THAT IT MAY HAVE A FLAT ROOF EQUAL TO NO MORE THAN TWENTY PERCENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES SUBJECT TO APPROVAL OF OWNER. WOOD GRAINED COMPOSITE ROOFING MATERIAL HAVING A THIRTY-FIVE (35) YEAR OR MORE RATING (SUCH AS "TAMMO HERITAGE 30 WEATHERED WOOD") AND SLATE WITH A WEATHERED WOOD COLOR AND APPEARANCE, SHALL BE USED ON ALL HOMES IN THE SUBDIVISION. THE COMMITTEE MAY, BUT SHALL NOT BE OBLIGATED TO WAIVE THIS RESTRICTION; PROVIDED, HOWEVER, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY THE COMMITTEE.
- C. EXTERIOR WALLS: THE FIRST STORY INTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST SEVENTY FIVE PERCENT (75%) MASONRY; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A CABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS (EXCLUSIVE OF FIREPLACE).
- D. WINDOWS: ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD WILL BE EITHER ANODIZED OR ELECTRO STATICALLY PAINTED OR VINYL. METAL WINDOW FRAMES WILL BE IN COLOR HARMONY WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.

- E. CHIMNEYS: ALL CHIMNEYS VISIBLE FROM THE STREET SHALL BE BRICK, STONE OR STUCCO. CHIMNEY CAPS SHALL BE RECTANGULAR AND SHALL BE A DARK EARTH TONE.
- F. MAIL BOXES: ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE CAST ALUMINUM OR CAST IRON, BLACK IN COLOR AND SHALL BE AMES DESIGN. MAIL BOX WILL BE PURCHASED FROM DEVELOPER AT CLOSING.
- G. WAIVER: THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, HOWEVER, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE.

3.5 COMMERCIAL STRUCTURES:

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED FOR BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSES ON ANY PORTION OF ANY LOT, EXCEPT FOR MODEL HOMES USED FOR THE SALE AND MARKETING OF HOME IN THE DEVELOPMENT.

3.6 NOXIOUS ACTIVITY:

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

3.7 SIGNS PROHIBITED:

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

- A. SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED NINE (9) SQUARE FEET IN DISPLAY SURFACE AREA. MODEL HOME SIGNS MAY EXCEED THIS LIMITATION WHILE DESIGNATED A MODEL HOME.
- B. DURING THE DEVELOPMENT PERIOD OF HONEY CREEK II AT BAILEY RANCH, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT MAY BE LOCATED AT THE ENTRANCES TO HONEY CREEK II AT BAILEY RANCH.
- C. PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO HONEY CREEK II AT BAILEY RANCH.

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

3.9 TEMPORARY STRUCTURES AND OUTBUILDINGS:

- A. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE EXCEPT THAT ATTACHED TO THE HOUSE IS ALLOWED.
- B. ALL OUTBUILDINGS SHALL MATCH THE EXTERIOR SURFACE OF THE MAIN DWELLING, CONSTRUCTED WITH LIKE MATERIALS AND MATCHING COLOR. OUTBUILDINGS SHALL NOT BE CLOSER TO THE STREET THAN THE MAIN DWELLING.

3.10 VEHICLE STORAGE AND PARKING:

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO BOATS, BOAT TRAILER, HOUSE TRAILERS, CAMPERS, MOTOR HOMES, PANEL TRUCKS, CAMPER TRAILERS, RECREATIONAL VEHICLES OR SIMILAR VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE, FRONT OR REAR YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE, SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM THE STREET OR NEIGHBORING LOT WITHIN HONEY CREEK II AT BAILEY RANCH.

3.11 ANTENNAS:

NO FACILITIES INCLUDING POLES AND WIRES, FOR THE TRANSMISSION OR GENERATION OF ELECTRICITY, TELEPHONE MESSAGES AND THE LIKE SHALL BE PLACE OR MAINTAINED ABOVE THE SURFACE OF THE GROUND OF ANY LOT, AND NO EXTERNAL OR OUTSIDE ANTENNAS OF ANY KIND SHALL BE ALLOWED. NO ACTIVITY SHALL BE CONDUCTED ON ANY LOT WHICH INTERFERES WITH TELEVISION OR RADIO RECEPTION ON ANY OTHER LOT. SATELLITE DISHES SHALL NOT EXCEED TWENTY-FOUR INCHES (24") IN DIAMETER.

3.12 INTERIOR FENCES OR WALLS:

INTERIOR FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

- A. NO FENCE SHALL BE ERECTED, PLACE OR ALTERED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, AND NO FENCE ON ANY LOT SHALL EXCEED SIX FEET (6') IN HEIGHT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER. IN THE EVENT A FENCE IS ERECTED UPON A LOT, SUCH FENCE SHALL EITHER BE (1) A PRIVACY FENCE THAT IS SIX (6) FEET IN HEIGHT AND MADE OF WOOD OR OTHER MATERIAL APPROVED BY THE DEVELOPER, OR (2) A WOODEN POST AND RAIL FENCE WITH BLACK VINYL CHAIN LINK THEREON. ALL FENCES WITHIN HONEY CREEK SHALL BE NEATLY MAINTAINED BY THE OWNER OF EACH LOT THEREOF.
- B. DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS SHALL NOT EXCEED THREE FEET (3') IN HEIGHT AND SHALL BE OF THE SAME DÉCOR, MATERIALS (I.E. WROUGHT IRON, ETC.) AND STYLING AS LISTED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATION ON THE LOT. NOTE: SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE LINE FROM FRONT TO BACK AND SIDE TO SIDE AND NOT LOCATED ON THE LOT LINE.
- C. NO FENCE OR WALL SHALL BE ERECTED ON ANY LOT UNTIL THE PLANS, SPECIFICATION AND DESIGN THEREOF HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS PROVIDED IN THIS SECTION. ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE IN A PARTICULAR INSTANCE THE REQUIREMENTS OR LIMITATIONS SET FORTH IN PARAGRAPHS 3.12 (A) AND 3.12 (B) OF THIS SECTION.

3.13 LANDSCAPING REQUIREMENTS:

- A. EACH LOT OWNER SHALL COMPLETELY SOD THE YARD FROM THE REAR OF THE LOT TO THE STREET CURB AFTER COMPLETION OF CONSTRUCTION OF THE HOUSE.
- B. EACH LOT OWNER SHALL PLANT A MINIMUM OF TWO (2) TREES OF ONE AND ONE-HALF INCH (1-1/2") CALIPER OR LARGER IN THE FRONT YARD.

- C. EACH LOT OWNER SHALL PLANT THE EQUIVALENT WORTH OF \$1,000.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) EXCLUSIVE OF SODDING AND THE TWO TREES REQUIRED ABOVE. A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL PRIOR TO PLANTING.

3.14 DRIVEWAYS:

ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL BE CONTINUOUS FROM THE STREET TO THE GARAGE.

SECTION IV. HOME OWNERS' ASSOCIATION

4.1 FORMATION OF ASSOCIATION:

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE HONEY CREEK AT BAILEY RANCH HOME OWNERS' ASSOCIATION, INC. (THEREINAFTER REFERRED TO AS THE ASSOCIATION). A NONPROFIT ENTITY ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF HONEY CREEK AT BAILEY RANCH AND WITHIN ANY SUBDIVISION INTO WHICH THE ADJACENT HOME IS PLATTED. THE HONEY CREEK AT BAILEY RANCH HOME OWNERS' ASSOCIATION SHALL BE AN COMBINED ASSOCIATION INCLUSIVE OF HOME OWNERS WITHIN BOTH HONEY CREEK I AT BAILEY RANCH AND HONEY CREEK II AT BAILEY RANCH.

4.2 MEMBERSHIP:

EVERY PERSON OR ENTITY, WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN HONEY CREEK II AT BAILEY RANCH, SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OR RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

4.3 COVENANT FOR ASSESSMENTS:

AFTER A HOUSE HAS BEEN CONSTRUCTED ON A LOT AND TITLE TO SUCH LOT AND HOUSE HAS BEEN TRANSFERRED, THE OWNER AND SUBSEQUENT OWNER OF SAME, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY THE ASSOCIATION AN ANNUAL ASSESSMENT AS ESTABLISHED BY THE BOARD OF DIRECTORS, NOT TO EXCEED \$85.00 PER YEAR PER LOT OWNED; PROVIDED, HOWEVER, THE BOARD OF DIRECTORS MAY INCREASE EACH YEAR SUBSEQUENT TO THE INITIAL ASSESSMENT YEAR, THE MAXIMUM ASSESSMENT BY THE PERCENTAGE INCREASE, IF ANY, OF THE CONSUMER PRICE INDEX OCCURRING OVER THE TWELVE (12) MONTHS ENDING SIXTY (60) DAYS PRIOR TO THE CURRENT ASSESSMENT PERIOD OR FIVE PERCENT (5%) WHICHEVER IS GREATER. ANNUAL ASSESSMENTS SHALL NOT APPLY TO LOTS OWNED BY THE DEVELOPER OR UNOCCUPIED LOTS OWNED BY OTHERS.

CONSUMER PRICE INDEX SHALL MEAN THE INDEX PUBLISHED BY THE U.S. DEPARTMENT OF LABOR FOR THE AREA INCLUDING OWASSO, OKLAHOMA. ANNUAL ASSESSMENTS EXCEEDING THE AMOUNT ABOVE SET FORTH SHALL REQUIRE THE ASSENT OF SEVENTY-FIVE PERCENT (75%) OF THE LOT OWNERS WITHIN THE SUBDIVISION. ANNUAL ASSESSMENTS TOGETHER WITH TEN PERCENT (10%) INTEREST, COSTS AND REASONABLE ATTORNEYS FEES SHALL BE CONTINUING LIEN ON THE LOT AND THE PERSONAL OBLIGATION OF THE OWNERSHIP OF THE LOT AT THE TIME OF THE ASSESSMENT. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

4.4 CERTAIN RIGHTS OF THE ASSOCIATION:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS WITHIN THIS DOCUMENT CONTAINED, AND SHALL HAVE THE RIGHT TO ENFORCE SAID COVENANTS AND AGREEMENTS.

4.5. ADDITIONAL AREAS:

THE OWNER MAY ACQUIRE ADDITIONAL PROPERTY ADJACENT TO HONEY CREEK II AT BAILEY RANCH. CONSEQUENTLY, HE, HIS SUCCESSORS AND ASSIGNS RESERVE THE RIGHT TO DEVELOP AND ADD ADDITIONAL LAND IN THIS AREA TO THIS DEVELOPMENT AND THE HOME OWNERS' ASSOCIATION. THE LOT OWNERS OF THE COMBINED AREAS SHALL BE CONSIDERED AS ONE ENTITY FOR THE MUTUAL ENJOYMENT AND RESPONSIBILITIES OF THE TOTAL AREA.

4.5 BONDING:

IT SHALL BE REQUIRED THAT THE SECRETARY/TREASURER OF THE HOME OWNERS' ASSOCIATION OF HONEY CREEK II AT BAILEY RANCH BE BONDED. THE ASSOCIATION WILL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR SAID APPROPRIATE BONDING.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, THEIR SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM. WITHIN THE PROVISIONS OF SUBSECTION 1.1; PUBLIC STREET AND GENERAL UTILITY EASEMENTS; SUBSECTION 1.2, ELECTRICAL, GAS AND COMMUNICATION SERVICE; SUBSECTION 1.5, WATER AND SEWER SERVICE; SUBSECTION 1.4, LIMITS OF NO ACCESS, AND SUBSECTION 1.6, THE COVENANTS WITHIN SECTION III SHALL INURE TO THE BENEFIT OF OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND THE HOME OWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE OWNER/DEVELOPER OR OWNERS OF LOTS WITHIN HONEY CREEK II AT BAILEY RANCH, OR THEIR SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION OR THE HOME OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION IN LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

5.2 DURATION:

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECTIVE UNTIL JANUARY 1, 2024 AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

5.3 AMENDMENT OR TERMINATION:

THE COVENANT CONTAINED WITHIN SECTION I AND II MAY BE AMENDED, MODIFIED, CHANGED OR CANCELED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN NINETY-FIVE PERCENT (95%) OF THE LOTS WITHIN THE SUBDIVISION, APPROVED BY THE CITY OF OWASSO, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS

PROPERLY RECORDED. THE COVENANTS OF SECTIONS III AND IV HEREIN ESTABLISHED MAY BE AMENDED, MODIFIED, CHANGED OR CANCELED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN NINETY-FIVE PERCENT (95%) OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

5.4 DEVELOPER AMENDMENTS

THE DEVELOPER/OWNER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME, SO LONG AS IT IS AN OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED AND FILED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

5.5 SEVERABILITY:

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

