

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT BIRCH CAPITAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A PIECE, PARCEL OR TRACT OF LAND LOCATED IN THE NW/4 OF SECTION

### MEASURED LEGAL DESCRIPTION

A PIECE, PARCEL OR TRACT OF LAND LOCATED IN THE NW/4 OF SECTION 18, T 17 N, R 15 E, WAGONER COUNTY, OK MORE PARTICULARLY DESCRIBED AS FOLLOWS' BEGINNING AT THE NE CORNER OF SAID NW/4 WHICH IS A FOUND PK NAIL; THENCE S 89°09'47" W ALONG THE NORTH LINE THEREOF A DISTANCE OF 1989.38'; THENCE S 01°17'14" E A DISTANCE OF 355.00'; THENCE S 45°00'00" W A DISTANCE OF 290.00'; THENCE S 01°17'14" E A DISTANCE OF 240.00'; THENCE S 45°00'10" W A DISTANCE OF 220.00'; THENCE S 01°17'14" E A DISTANCE OF 240.00'; THENCE S 61°47'08" W A DISTANCE OF 281.91' TO THE WEST LINE OF SECTION 18; THENCE S 01°17'14" E ALONG THE WEST LINE OF SECTION 18 A DISTANCE OF 100.14'; THENCE N 89°05'02" E A DISTANCE OF 400.00'; THENCE S 67°16'56" E A DISTANCE OF 1366.03' TO FOUND IRON PIN; THENCE S 01°22'17" E A DISTANCE OF 125.00' TO FOUND IRON PIN; THENCE N 86°35'55" E A DISTANCE OF 965.00' TO THE EAST LINE THEREOF WHICH IS A FOUND IRON PIN; THENCE N 01°24'23" W ALONG SAID EAST LINE A DISTANCE OF 2049.35'; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 4,127,310.0 SQUARE FEET, 94.75 ACRES

THE BEARINGS FOR SAID TRACT ARE BASED ON AN ASSUMED BEARING OF \_\_\_\_ NAD 1983 \_\_\_\_ SECTION 18, T-17-N, R-15-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 16 LOTS IN \_3\_ BLOCKS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF 'NEEL ESTATES', A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA, (WHEREVER THE WORD 'SUBDIVISION' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE SAME UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD 'COUNTY' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN WAGONER COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### 1.1 PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHT OF WAYS DEPICTED ON THE ACCOMPANYING PLAT AS: SOUTH 196<sup>TH</sup> EAST AVENUE, SOUTH 198<sup>TH</sup> EAST AVENUE, AND SOUTH 201<sup>ST</sup> EAST AVENUE. SAID OWNER / DEVELOPER DOES FURTHER DEDICATE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' OR 'UTILITY EASEMENT', FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC AND POWER LINES, AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. SAID COVENANT STATES THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION MAY INTERFERE WITH THE USES AND PURPOSES OF THE EASEMENT. SAID COVENANT DOES PROHIBIT OBSTRUCTIONS WITHIN THE EASEMENTS HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### 1.2 UNDERGROUND SERVICES

1.2.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN ANY PERIMETER EASEMENT OF THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION.

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### 1.3 WATER SERVICE

1.3.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS ON THEIR LOT.

1.3.2 WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT THE ALTERATION OF GRADE IN EXCESS OF A FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE

INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

1.3.3 WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF WATER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS - WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER .

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RWD5 EASEMENT' OR 'RWD5 R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 5 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 5, ITS SUCCESSORS AND ASSIGNS.

1.3.4 THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.3 SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### 1.4 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY WAGONER COUNTY, OKLAHOMA.

#### 1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.5.2 THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.5.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### 1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.6.1 NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.

1.6.2 THE GOVERNMENT WILL REMOVE OBSTRUCTIONS FROM THE RIGHT-OF-WAY THAT ARE DEEMED TO BE A DANGER TO PUBLIC SAFETY WITHOUT NOTICE.

1.6.3 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING DAMAGED OR REMOVED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. IT SHALL BE NOTED THAT WAGONER COUNTY, OKLAHOMA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### 1.7 MUTUAL ACCESS EASEMENT

THE AREAS DESIGNATED AS MUTUAL ACCESS ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN NEEL ESTATES, THEIR GUESTS AND INVITEES FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING.

THE OWNER HEREBY GRANTS TO WAGONER COUNTY, OKLAHOMA, THE UNITED POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO THE REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN THE MUTUAL ACCESS EASEMENT AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF, ITS SUCCESSORS, AND THE HOMEOWNERS' ASSOCIATION THEREOF, HEREBY COVENANTS WITH WAGONER COUNTY, OKLAHOMA. WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF WAGONER COUNTY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA, TO:

1.7.1 CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE MUTUAL ACCESS EASEMENT, AND MEETING OR EXCEEDING WAGONER COUNTY DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.

1.7.2 PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET DEPICTED WITHIN THE MUTUAL ACCESS EASEMENT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY FIRE VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS.

1.7.3 SECURE INSPECTION BY WAGONER COUNTY, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY WAGONER COUNTY, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF WAGONER COUNTY, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH.

1.7.4 THE HOME OWNER'S ASSOCIATION, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PRIVATE STREETS FACILITIES BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, THEIR AGENTS OR CONTRACTORS.

## SECTION II. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER /DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS THAT RUN 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

2.1.1 THE USE OF LOTS SHALL BE LIMITED TO USE FOR SINGLE FAMILY DETACHED DWELLINGS AND CUSTOMARY ACCESSORY USES, HAVING A GARAGE PROVIDING SPACE FOR A MINIMUM OF THREE (3) AUTOMOBILES.

2.1.2 NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON, MAINTAINED OR PERMITTED IN THE SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREIN WHICH SHALL BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

2.1.3 NO GARAGE SALES OR ESTATE SALES SHALL OCCUR IN THE SUBDIVISION.

2.1.4 THE OWNER/DEVELOPER HEREIN ESTABLISHES AND RESERVES FOR THE HOMEOWNERS' ASSOCIATION, AN EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION.

2.1.5 THERE SHALL BE NO FENCING ALLOWED BEYOND THE BUILDING LINES AS SHOWN ON THE PLAT. ALL PERIMETER LOT FENCING SHALL BE:

- 5' WROUGHT IRON, BLACK
- 2 / 3 WOOD RANCH RAIL WITH VINYL COATED BLACK CHAIN LINK (NOT TO EXCEED 5').
- Black pipe fence – 3 or 4 rail painted black
- Woven wire / farm fencing on perimeter not visibly seen from the road (Not to Exceed 5')

2.1.6 NO TRAILER, MOBILE HOME, VEHICULAR DWELLING, TENT, SHACK, SHED OR OTHER OUTBUILDING OR ANY USED STRUCTURE WHATSOEVER SHALL BE MOVED ONTO, ERECTED,

MAINTAINED OR USED IN THE SUBDIVISION, TEMPORARILY OR PERMANENTLY OR BY ANY PARTY WHOMSOEVER.

2.1.7 TRACTS OF LAND OVER 9 ACRES MAY HAVE HORSES, SHEEP, GOATS, OR COWS WITHOUT RESTRICTION TO ANIMAL DENSITY SO LONG AS ANIMALS ARE NOT A NUISANCE TO NEIGHBORING PROPERTY OWNERS. TRACTS OF LAND BETWEEN 3 TO 9 ACRES MAY HAVE HORSES, SHEEP, GOATS, OR COWS NOT TO EXCEED 1 ANIMAL UNIT (AU) PER ACRE. ALL TRACTS OF LAND UNDER 3 ACRES MAY HAVE POULTRY, NOT TO EXCEED 12 ANIMAL UNITS (AU) PER TRACT, AND ALSO MAY HAVE DOGS, CATS, OR OTHER COMMON HOUSEHOLD PETS (WHICH ARE NOT USED, BRED, MAINTAINED FOR COMMERCIAL PURPOSE) MAY BE KEPT. ALL SUCH HOUSEHOLD PETS AND LIVESTOCK FOR ALL TRACTS SHALL BE RESTRAINED IN SUCH A MANNER AS WILL PREVENT THEM FROM ENTERING UPON NEIGHBORING LOTS. ALL OWNERS SHALL COMPLY WITH ALL APPLICABLE ORDINANCES OF WAGONER COUNTY.

2.1.8 NO BOATS, TRAILERS, RECREATIONAL VEHICLES, PICK-UP CAMPERS, RACE CARS, INOPERATIVE VEHICLES, DEBRIS AND SIMILAR ITEMS MAY BE PARKED OR KEPT FOR PERIODS OF TIME IN EXCESS OF 48 HOURS ON ANY LOT OR DRIVEWAY OF THE SUBDIVISION, UNLESS PARKED WITHIN AN ENCLOSED GARAGE. ALL VEHICLES MUST BE PARKED ON CONCRETE OR ASPHALT SURFACES. NO VEHICLE OF ANY NATURE, OPERATIVE OR INOPERATIVE INCLUDING THOSE BY RESIDENTS SHALL BE PARKING IN THE MUTUAL ACCESS EASEMENT (PRIVATE STREETS), EXCEPT OCCASIONAL GATHERINGS NOT TO EXCEED 24 HOURS.

2.1.9 NO SIGN SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT OTHER THAN THOSE ANNOUNCING THE SALE OF THE HOME OR LOT BY THE HOMEOWNER, DEVELOPER, BUILDING OR A REALTOR. POLITICAL AND SCHOOL RELATED SIGNS LESS THAN FOUR (4) SQUARE FEET ARE ALLOWED. NO SIGNS OF ANY KIND SHALL BE LOCATED AT THE ENTRANCE OF THE NEIGHBORHOOD.

2.1.10 NO VISIBLE RADIO OR TELEVISION ANTENNAE SHALL BE PERMITTED ON ANY RESIDENCE OR LOT. SATELLITE RECEIVER DISHES, NOT TO EXCEED TWENTY FOUR INCHES (24") IN DIAMETER, MAY BE INSTALLED ON ANY LOT (A) IN THE BACK YARDS AT A HEIGHT NOT TO EXCEED SIX (6) FEET FROM THE GROUND LEVEL (B) ON THE REAR OR SIDE WALLS OF RESIDENCE OR (C) ON THE PORTION OF THE ROOF OF A RESIDENCE FACING THE BACK OR SIDE YARDS. IF INSTALLED ON THE SIDE ROOF THEY MUST BE INSTALLED A MINIMUM OF TWENTY (20) FEET FROM THE FRONT OF THE HOUSE.

2.1.11 MODEL HOMES MAY BE BUILT BY THE BUILDERS OWNING LOTS IN THE SUBDIVISION AND MAY UTILIZE THE GARAGES AS SALE OFFICES TEMPORARILY UNTIL THE HOME IS OCCUPIED AS A RESIDENCE.



2.1.12 SAFE ROOMS OR SHELTERS MUST BE CONSTRUCTED WITHIN THE INTERIOR OF THE RESIDENCE AND ONLY HAVE ACCESS FROM INSIDE THE RESIDENCE OR AN ACCESS POINT THAT IS NOT VISIBLE FROM THE ROAD.

2.1.13 NO ABOVE GROUND POOLS SHALL BE ALLOWED. ONLY BELOW GROUND POOLS WILL BE PERMITTED AND MUST BE CONSTRUCTED BEHIND REAR BUILDING LINE OF RESIDENCE OR OUTSIDE OF PUBLIC VIEW FROM THE STREET.

2.1.14 EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER FREE OF CLUSTER, TRASH, AND OTHER DEBRIS. GRASS AND LANDSCAPING SHALL BE MAINTAINED ON A REGULAR BASIS. NO EXPOSED CLOTHES LINES OR OUTDOOR DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

2.1.15 ALL OUTSIDE TRASH RECEPTACLES, HVAC CONDENSING AND MECHANICAL UNITS SHALL BE LOCATED OUTSIDE OF PUBLIC VIEW FROM THE STREET. THE TYPE OF SCREENING SHALL BE ARCHITECTURALLY COMPATIBLE WITH THE RESIDENCE OR AN ACCEPTABLE TYPE OF PRIVACY FENCING. ALL TRASH PRESENTED AT CURB FOR TRASH SERVICE WILL BE STORED IN A TRASH CAN OR CONTAINER. TRASH CANS OR CONTAINERS ARE TO REMAIN AT THE CURB FOR NO MORE THAN 24 HOURS.

2.1.16 NO TRADE, BUSINESS, OR OFFENSIVE ACTIVITY SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE TO THE NEIGHBORHOOD. A PROFESSIONAL OFFICE SHALL BE ALLOWED INSIDE PRIMARY DWELLING. HOWEVER, SAID OFFICE SHALL NOT CREATE UNDUE HEAVY TRAFFIC OR PARKING AT RESIDENCE. NO SIGNAGE ALLOWED.

## 2.2 BUILDING RESTRICTIONS

2.2.1 IN STRICT ACCORDANCE WITH WAGONER COUNTY GUIDELINES, NO PROPERTY WITHIN THE SUBDIVISION SHALL HAVE AN IMPERVIOUS COVER EXCEEDING 20% OF ITS TOTAL LOT AREA. IMPERVIOUS COVER INCLUDES THE FOOTPRINTS OF PRIMARY AND ACCESSORY BUILDINGS, ALONG WITH THE AREAS OF ALL DRIVEWAYS, PATIOS, SIDEWALKS, HARDSCAPE, PONDS, AND SWIMMING POOLS. NO EXCEPTIONS SHALL BE MADE TO THIS COVENANT.

2.2.2 FINISH PAD ELEVATIONS SHALL BE SET SO THAT FINISH GRADES THAT ARE 10 FEET FROM THE STRUCTURE ARE AT A MINIMUM OF 12" BELOW FINISH PAD ELEVATION UNLESS THE AREA IS PAVED, AND IN THAT CASE, THE PAVED AREA SHALL BE POSITIVE DRAINAGE AWAY FROM THE PAD.

2.2.3 EACH RESIDENCE CONSTRUCTED SHALL CONTAIN A MINIMUM OF 3,000 SQUARE FEET OF FINISHED HEATED LIVING AREA (MEASURED TO OUTSIDE OF MASONRY) FOR SINGLE STORY BUILDINGS AND 3,500 TOTAL UNFINISHED AREA. 2,500 SQUARE FEET OF FINISHED HEATED LIVING AREA (MEASURED TO OUTSIDE OF MASONRY) FOR THE FIRST FLOOR OF TWO STORY BUILDINGS, EXCLUSIVE OF OPEN GARAGE, ATTIC, UNFINISHED BASEMENT, PATIO, TERRACE, COVERED PORCH, OR AREA WITH CEILING HEIGHT LESS THAN FIVE (5) FEET. LOTS OVER 6 ACRES ARE EXEMPT FROM THIS COVENANT.

2.2.4 UNLESS OTHERWISE SPECIFICALLY APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE, MASONRY VENEER SHALL COVER 75% OF THE EXTERIOR WALL SURFACES, EXCEPT THOSE AREAS UNDER COVERED PORCHES OR PATIOS. ACCEPTED MASONRY MATERIALS SHALL INCLUDE BRICK, STONE, STUCCO, OR OTHER MATERIALS APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. LOTS OVER 6 ACRES ARE EXEMPT FROM THIS COVENANT.

2.2.5 ALL ROOFING SHALL BE MADE OF ASPHALT OR COMPARABLE COMPOSITION SHINGLES REFERRED TO IN THE INDUSTRY AS 'ARCHITECTURAL 35-YEAR SHINGLES', SPANISH TILE OR OTHER ROOFING MATERIALS AS APPROVED BY THE ARCHITECTURAL COMMITTEE, NO WOOD SHAKE SHINGLES ARE TO BE PERMITTED. ALL ROOF PITCHES SHALL BE A MINIMUM OF 9 / 12 OVER 75% OF THE ROOF AREA. ALTERNATIVE ROOFING MATERIALS OR ALTERNATIVE ROOF PITCHES AND STYLES TO ACCOMMODATE CONTEMPORARY DESIGN, MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. LOTS OVER 6 ACRES ARE EXEMPT FROM THIS COVENANT

2.2.6 OUTBUILDINGS OR ACCESSORY BUILDINGS ARE ALLOWED. IF APPROVED BY THE ARCHITECTURAL COMMITTEE, ALL OUTBUILDINGS AND ACCESSORY BUILDINGS MUST BE CONSTRUCTED OF METAL WITH A WAINSCOT FINISH OR UTILIZING THE SAME EXTERIOR MATERIALS AND COLORS AS THE PRIMARY RESIDENCE AND NOT EXCEED 5,000 SQUARE FEET IN SIZE.

2.2.7 ANY EXPOSED FOUNDATION OR STEM WALL SHALL BE COVERED WITH BRICK, STONE OR STUCCO. NO RETAINING WALLS SHALL BE CONSTRUCTED ON ANY LOT UNTIL A SITE PLAN HAS BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE. SITE PLAN MUST SHOW THE RESIDENCE, DRAINAGE CONCEPT, AND THE PROPOSED LOCATION AND HEIGHT OF RETAINING WALLS AND THE TYPE AND COLOR OF BUILDING MATERIALS. LOTS OVER 6 ACRES ARE EXEMPT FROM THIS COVENANT

2.2.8 ALL METAL DORMERS OR OTHER ROOF ELEMENTS SHALL BE FABRICATED OF COPPER OR GALVANIZED METAL, PAINTED TO MATCH SHINGLE COLOR. ALL OTHER EXPOSED GALVANIZED ROOFING METAL, VENT PIPES, AND PVC PLUMBING VENT PIPES SHALL BE PAINTED TO MATCH SHINGLE COLOR.

2.2.9 WINDOW FRAMES MAY BE OF WOOD, VINYL, OR ALUMINUM CONSTRUCTION. ALL ALUMINUM FRAMED WINDOWS SHALL BE PAINTED. MILL FINISH ALUMINUM WINDOWS SHALL NOT BE PERMITTED.

2.2.10 ALL GARAGES SHALL HAVE OVERHEAD GARAGE DOORS FOR ACCESS AND CLOSURE. THESE MAY BE CONSTRUCTED OF WOOD, VINYL OR STEEL CONSTRUCTION. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GARAGES MAY NOT BE CONVERTED TO LIVING AREAS.

2.2.11 EACH RESIDENCE SHALL HAVE A GARAGE PROVIDING A MINIMUM OF THREE (3) AUTOMOBILES AND HAVE SIDE ENTRY ACCESS (WALK THROUGH DOOR). EACH RESIDENCE SHALL HAVE A MAXIMUM OF THIRTY (30) FEET OF GARAGE DOOR OPENING FACING THE ABUTTING STREET(S), UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ARCHITECTURAL COMMITTEE. FOR LOTS LESS THAN 5 ACRES DRIVEWAYS SHALL BE OF CONCRETE OR ASPHALT OR OTHER MATERIALS APPROVED BY THE ARCHITECTURAL COMMITTEE AND SHALL NOT EXCEED THE OVERALL WIDTH OF THE GARAGE. CIRCLE DRIVES ARE ALLOWED. DRIVEWAYS FOR LOTS OVER 5 ACRES MAY BE CONCRETE, ASPHALT OR GRAVEL.

2.2.12 ALL 4' X 8' WOOD OR STUCCO BOARD SIDING MUST HAVE A TEXTURED FACE AND ALL JOINTS MUST BE BATTERED.

2.2.13 MAILBOXES SHALL BE ARCHITECTURALLY CONGRUENT WITH THE HOUSE.

2.2.14 ALL DRIVEWAY ACCESS FROM THE ROAD WILL BE ACROSS AN APPROPRIATE CULVERT, WHOSE SIZE AND DESIGN MUST BE APPROVED BY THE BUILDING COMMITTEE. A LIGHT FIXTURE MUST BE INCORPORATED INTO THE DESIGN OF EACH HEADWALL. HEADWALLS WILL BE CONSTRUCTED OF STONE, BRICK OR STUCCO.

2.2.15 ALL LOTS WHICH HAVE MORE THAN 100 ft OF FRONTAGE TO THE ROAD WILL HAVE A DEDICATED CONSTRUCTION ENTRANCE. ENTRANCE ELEVATION WILL BE AT TOP OF ASPHALT ELEVATION TO PREVENT BREAKING THE EDGE OF THE ROAD. THIS ELEVATION MUST BE MAINTAINED THROUGHOUT CONSTRUCTION. BREAKAGE OF THE ROAD DUE TO POOR MAINTENANCE OR DRIVE OFF AT UNDESIGNATED AREAS WILL BE THE LOT OWNERS RESPONSIBILITY TO REPAIR.

2.2.16 NO PRIMARY RESIDENCE SHALL EXCEED FORTY FIVE FEET (45') IN HEIGHT AND NO ACCESSORY BUILDING SHALL EXCEED THIRTY FEET (30') IN HEIGHT. LOTS OVER 6 ACRES ARE EXEMPT FROM THIS COVENANT

2.2.17 THE ENTIRE YARD OF EACH RESIDENCE FOR LOTS UNDER 3 ACRES SHALL BE SODDED AND LANDSCAPED WITHIN THIRTY (30) DAYS OF COMPLETION OF THE HOME. PLANT MATERIAL SHALL BE SUFFICIENT IN SIZE, QUANTITY, AND SPACING TO ACHIEVE A FULL FOUNDATION PLANTING ACROSS THE ENTIRE FRONT ELEVATION OF THE HOME. IF A FOUNDATION AREA IS TWO FEET (2') WIDE OR LESS, PLANTINGS ARE NOT REQUIRED IN THAT AREA. THE OWNER OF EACH LOT SHALL BE REQUIRED TO INSTALL A MINIMUM OF ONE (1) TREE IN THE FRONT YARD WITH A MINIMUM DIAMETER OF THREE INCHES (3") IF THERE ARE NO PRE-EXISTING TREES OF SUCH SIZE. LOTS OVER 3 ACRES ARE EXEMPT FROM THIS COVENANT. THE ARCHITECTURAL COMMITTEE MAY WAIVE PORTIONS OF THIS COVENANT.

2.2.18 SEASONAL HOME AND YARD DECORATION WILL BE ALLOWED FOR FIFTEEN (15) CALENDAR DAYS BEFORE AND SEVEN (7) DAYS AFTER HOLIDAY SEASONS, EXCEPT CHRISTMAS. CHRISTMAS DECORATIONS INCLUDING LIGHTS MAY BE INSTALLED AFTER THE FIRST (1ST) DAY OF NOVEMBER AND MUST BE REMOVED BY JANUARY 31ST. ANY OTHER YARD DECORATIONS, STATUS, BIRD BATHS, FLAG POLES, OR OTHER SIMILAR ITEMS WHICH ARE OVER 3 FEET (3') IN HEIGHT, IF LOCATED IN THE FRONT YARD, MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

2.2.19 BASKETBALL GOALS, SWING SETS, SOCCER GOALS, TRAMPOLINES, OR ANY OTHER PLAYGROUND EQUIPMENT ARE NOT ALLOWED IN THE FRONT YARDS. THESE ITEMS MAY BE PLACED IN SIDE YARDS AND THE BACKYARD, IN TASTE, AND WITH RESPECT TO ADJACENT HOMEOWNERS.

2.2.20 ANY SOLAR PANEL OR WIND TURBINE INSTALLATION MUST BE INSTALLED TO BE ARCHITECTURALLY CONGRUENT WITH THE PROPERTY. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT TO PROHIBIT ANY SOLAR PANEL OR WIND TURBINE INSTALLATION IF IN ITS SOLE DISCRETION DETERMINES THAT THE INSTALLATION IS NOT IN CONFORMITY AND COMPATIBILITY WITH THE NEIGHBORHOOD. LOTS OVER 6 ACRES ARE EXEMPT FROM THIS COVENANT

2.2.21 GUTTERING IS REQUIRED.

## 2.3 YARDS AND SETBACKS

2.3.1 NO BUILDING SHALL BE ERECTED NEARER TO A PRIVATE STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

2.3.2 DWELLINGS SHALL MAINTAIN A SEPARATION OF NOT LESS THAN THIRTY FIVE (35) FEET.

2.3.3 NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT.

### SECTION III. ARCHITECTURAL COMMITTEE

WHEREAS, THE OWNER / DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, 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 AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

3.1 NO RESIDENCE, OUTBUILDING, IMPROVEMENTS, DRIVEWAY, FENCE, WALL, SATELLITE RECEIVER DISH OR FREE STANDING MAILBOX SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY BIRCH CAPITAL LLC OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE 'ARCHITECTURAL COMMITTEE'. FOR EACH RESIDENCE OR OUTBUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATED OR ELECTRONICALLY AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND EXTERIOR COLOR SCHEME. LOTS OVER 9 ACRES ARE EXEMPT FROM APPROVAL FROM BIRCH CAPITAL LLC OR ITS REPRESENTATIVES OR SUCCESSORS AND HENCE THE ARCHITECTURAL COMMITTEE.

3.2 THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREIN AFTER 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 MATERIAL, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. LOTS OVER 9 ACRES ARE EXEMPT FROM APPROVAL FROM BIRCH CAPITAL LLC OR ITS REPRESENTATIVES OR SUCCESSORS AND HENCE THE ARCHITECTURAL COMMITTEE.

3.3 THE ARCHITECTURAL COMMITTEE'S OBJECTIVE IS TO ADVANCE THE HARMONIOUS USE OF LANDSCAPING, FENCING, HARDSCAPING, LANDSCAPE LIGHTING, AND OTHER LANDSCAPE DESIGN ITEMS TO PROMOTE COMPATIBILITY AND CONFORMITY WITHIN THE SUBDIVISION. THE ARCHITECTURAL

COMMITTEE RESERVES THE AUTHORITY TO REVIEW, APPROVE, MODIFY OR REJECT THE TYPE OF LANDSCAPING OR LANDSCAPE DESIGN ITEMS WHICH MAY BE PLACED IN PUBLIC VIEW BY ANY LOT OWNER AND DETERMINED AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE TO BE INCOMPATIBLE WITH THE OVERALL LANDSCAPE STANDARDS OF NEEL ESTATES.

3.4 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS ASSOCIATION (NEEL ESTATES HOMEOWNER'S ASSOCIATION, INC.) OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT OCCURS FIRST, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNER'S ASSOCIATION, OR THEIR DESIGNEES.

3.5 BIRCH CAPITAL LLC AND JRC CAPITAL LLC RESERVES THE RIGHT IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY LOT OWNER AT ANY TIME, SO LONG AS BIRCH CAPITAL LLC OR JRC CAPITAL LLC IS THE OWNER OF ANY LOT OR PART THEREOF TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS.

#### SECTION IV. HOMEOWNER'S ASSOCIATION

4.1 FORMATION OF HOMEOWNER'S ASSOCIATION: THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ' NEEL ESTATES' HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS 'HOMEOWNERS ASSOCIATION'), CONSISTING OF ALL OWNERS OF RESIDENTIAL LOTS WITHIN ' NEEL ESTATES ESTABLISHED IN ACCORDANCE WITHIN THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF 'NEEL ESTATES'. THE OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS UNTIL 50% OF THE LOTS WITHIN THE DEVELOPMENT ARE SOLD, AT WHICH TIME MAINTENANCE WILL BE TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION.

4.2 MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER (HEREIN REFERRED TO AS A 'LOT OWNER') OF THE FEE INTEREST OF A RESIDENTIAL LOT PLATTED AS PART OF NEEL ESTATES SUBDIVISION, SHALL BE A MEMBER OF THE HOMEOWNERS ASSOCIATION AND SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS ASSOCIATION FOR MAINTENANCE OF COMMON AREAS WITHIN NEEL ESTATES. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. ALL OWNERS IN THE NEEL ESTATES SUBDIVISION SHALL BE OBLIGATED TO

PAY ANNUAL DUES ON EACH LOT OWNED OF \$ \_1,000 \_\_\_\_ PER YEAR, TO BE USED FOR IMPROVEMENT AND / OR EXPENSES INCURRED AFTER COMPLETION OF THE DEVELOPMENT. SAID DUES SHALL BE COLLECTED BY THE DEVELOPER OR A MANDATORY HOMEOWNERS ASSOCIATION. EACH YEAR A REPORT WILL BE GIVEN TO LOT OWNERS OF DUES COLLECTED AND EXPENSES INCURRED. FAILURE TO PAY DUES SAID SHALL CONSTITUTE A LIEN TO BE FILED AGAINST SAID LOT NOT PAYING DUES. SHOULD EXPENSES EXCEED THE ANNUAL INCOME FROM DUES, THE DUES MAY BE INCREASED TO SATISFY THE DEFICIT NECESSARY TO MAINTAIN AND SUPPORT COMMONS AREAS OF INTEREST OF LOT OWNERS. DUES SHALL COMMENCE AFTER CONVEYANCE OF DEED FROM DEVELOPER TO LOT OWNER AND SHALL BE PRORATED ON PURCHASE. HOA DUES SHALL BE PAYBLE ON JANUARY 1<sup>ST</sup> OF EVERY YEAR.

4.3 EACH LOT OWNER, BY ACCEPTANCE OF A DEED TO SUCH LOT, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE OWNER / DEVELOPER OR BY THE BOARD OF DIRECTORS, IN ACCORDANCE WITH THE BYLAWS OF THE HOMEOWNER ASSOCIATION AS THE CASE MAY BE. AN ASSESSMENT SHALL BE ALIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BESUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. ASSESSMENTS NOT PAID WITHIN THIRTY (30) DAYS OF THE DATE THAT NOTIFICATION OF THE ASSESSMENT IS DELIVERED ELECTRONICALLY OR MAILED TO A LOT OWNER, SHALL ACCRUE INTEREST AT THE RATE OF 20% PER ANNUM. THE LIEN MAY BE FORECLOSED IN THE SAME MANNER AS A MORTGAGE LIEN. THE HOMEOWNERS ASSOCIATION SHALL BE ENTITLED TO RECOVER ALL COURT COSTS AND OTHER COSTS OF FORECLOSE, INCLUDING REASONABLE ATTORNEY FEES.

## SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

### 5.1 ENFORCEMENT

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

### 5.2 VALIDITY

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

### 5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2033, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2032, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

### 5.4 AMENDMENT OR TERMINATION

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

### 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.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BIRCH CAPITAL, LLC

an OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

JUSTIN FOSTER, MANAGING MEMBER

STATE OF OKLAHOMA )

) SS

COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED JUSTIN FOSTER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, MICHAEL HUDDLESTON , A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

MICHAEL HUDDLESTON  
REGISTERED PROFESSIONAL LAND  
SURVEYOR

OKLAHOMA NO. \_\_\_\_\_

STATE OF OKLAHOMA )

) SS

COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED TO ME MICHAEL HUDDLESTON KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, NEEL ESTATES, IS APPROVED FOR THE USE OF PUBLIC WATER SUPPLY AND INDIVIDUAL ONSITE SYSTEMS.

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REPRESENTATIVE FOR THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

AS CHAIRPERSON OF THE WAGONER COUNTY PLANNING COMMISSION, I DO HERE NOW CERTIFY THAT THE PROPOSED SUBDIVISION, NEEL ESTATES, HAS BEEN PROCESSED THROUGH THE WAGONER COUNTY PLANNING COMMISSION WITH APPROVED FOR ACCEPTANCE.

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CHAIRPERSON OF THE WAGONER COUNTY  
PLANNING COMMISSION

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

AS CHAIRPERSON OF THE BOARD OF COMMISSIONS OF THE WAGONER COUNTY BOARD OF COMMISSIONERS, I DO HERE NOW APPROVE NEEL ESTATES AS A SUBDIVISION OF WAGONER COUNTY.

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CHAIRPERSON OF THE WAGONER COUNTY  
BOARD OF COMMISSIONERS

CERTIFICATE OF WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS NEEL ESTATES.

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WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

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

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WAGONER COUNTY CLERK