

# FINAL NOTTING

PART OF THE NE/4 OF SECTION  
CITY OF OWASSO, TULS

## ARTICLE II RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

2.1 DWELLINGS. UNLESS WAIVED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

A. DWELLING SIZE. ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 3,000 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 2,000 SQUARE FEET AT THE LOWER LEVEL AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 3,000 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

B. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST SEVENTY-FIVE PERCENT (75%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE. THE FRONT EXTERIOR WALLS OF THE DWELLING SHALL BE 100% COMPRISED OF BRICK OR STONE TO THE GROUND LINE; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. IN PARTICULAR CASES, THE DEVELOPER RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.

C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED. FRONT AND OR SIDE LOADED GARAGES SHALL BE ALLOWED.

D. PATIO COVERS. ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOF LINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL.

F. MAIL BOXES: ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE CONSTRUCTED OF THE SAME DESIGN AND MATERIAL OF THE RESIDENCE.

G. ROOF PITCH; MATERIALS. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 8/12 OVER 75 PERCENT OF THE TOTAL ROOF AREA, AND NONE OF THE ROOF AREA SHALL HAVE A PITCH OF LESS THAN 4/12. ROOF MATERIALS SHALL BE HERITAGE II OR EQUAL COMPOSITION SHINGLES AND SHALL BE DARK EARTH TONE IN COLOR TO RESEMBLE WEATHERED WOOD. ALL EXTERNAL ROOF VENTS AND PLUMBING SHALL BE PAINTED TO MATCH THE COLOR OF THE ROOF.

H. SODDING AND LANDSCAPING. UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE OWNER SHALL BE RESPONSIBLE FOR CAREFULLY REESTABLISHING THE FINAL GRADE OF THE LOT IN ORDER TO PERMIT THE FREE FLOW OF STORMWATER. THE FRONT YARD OF EACH LOT SHALL BE FULLY SODDED TO THE BACK OF CURB. THE REAR AND SIDE YARD SHALL BE FULLY SODDED TO THE PROPERTY LINE. EACH LOT SHALL HAVE A PROFESSIONAL LANDSCAPE PACKAGE INSTALLED IN THE FRONT YARD, IN THE EQUIVALENT WORTH OF \$2,500.00 EXCLUSIVE OF SODDING AND REQUIRED TREES, UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. EACH LOT SHALL BE LANDSCAPED WITH A MINIMUM OF TWO (2), TWO-INCH (2") CALIPER OR LARGER SUITABLE HARDWOOD TREES.

I. YARD LIGHTING. EACH RESIDENCE SHALL HAVE AT LEAST ONE (1) ORNAMENTAL YARD LIGHT CONSISTENT WITH THE ARCHITECTURAL DESIGN OF THE RESIDENCE. ALL YARD LIGHTING MUST BE APPROVED BY THE DEVELOPER PRIOR TO INSTALLATION.

J. SIDEWALKS. CONCRETE SIDEWALKS SHALL BE INSTALLED BY THE HOMEOWNER OR BUILDER IN ACCORDANCE WITH THE CITY OF OWASSO'S LAND DEVELOPMENT CODE.

K. RETAINING WALLS. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF ANY EXISTING RETAINING WALLS LOCATED ON THEIR RESPECTIVE LOT. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND UPKEEP OF ANY NEW RETAINING WALLS BUILT ON THEIR RESPECTIVE LOT.

2.2 APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE SUBDIVISION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER. IN ITS REVIEW OF PLANS OR CONSIDERATION OF ANY REQUEST FOR WAIVER HEREIN AUTHORIZED, THE DEVELOPER 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 CONSTRUCTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA.

A. THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DEVELOPER IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DEVELOPER DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DEVELOPER, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT COVENANTS AND RESTRICTIONS IMPOSED UPON THE SUBDIVISION.

B. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGN, GEOTECHNICAL 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, AND CITY OF OWASSO BUILDING CODES.

2.3 SETBACK LINES. NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SETBACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT. UNLESS OTHERWISE PROVIDED BY EASEMENT OR SETBACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SETBACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD: 30 FEET  
SIDE YARD: 10 FEET

OTHER SIDE YARD: 5 FEET  
BACK YARD: 25 FEET

2.4 FENCES AND SCREENING. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO FENCING: NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER THE STREET THAN THE MINIMUM SETBACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER. AND NO FENCE ON ANY LOT SHALL EXCEED SIX (6) FEET IN HEIGHT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE EASEMENTS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH IN THE OPINION OF THE DEVELOPER WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. ALL HVAC UNITS SHALL BE LOCATED AT THE REAR OF THE DWELLING OR SHALL BE SCREENED WITH SUITABLE MATERIAL AND COLOR APPROVED BY THE DEVELOPER.

IN ADDITION TO ALL FENCING RESTRICTIONS SET FORTH IN THE PARAGRAPH ABOVE, THE FOLLOWING FENCING RESTRICTIONS SHALL APPLY TO ALL LOTS:

A. IN THE EVENT A FENCE IS ERECTED UPON A LOT, SUCH FENCE SHALL BE A "WOOD POST AND RAIL" STRUCTURE WITH BLACK OR GREEN VINYL CHAIN LINK THEREON OR A NATURAL WOOD, NATURAL IN COLOR ONLY, PRIVACY FENCE. THE DEVELOPER RESERVES THE RIGHT TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR SUCH FENCING IN A MANNER WHICH THE DEVELOPER, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY PARAGRAPH 6.3 HEREOF.

2.5 OUTBUILDINGS. ALL TOOL SHEDS, HOBBY ROOMS OR OTHER OUTBUILDINGS SHALL CONFORM TO THE BASIC MASONRY AND EXTERIOR PAINT COLORS OF THE DWELLING. ALL SUCH OUTBUILDINGS SHALL BE SHINGLED WITH THE SAME COLOR AND TYPE OF SHINGLE AS THE DWELLING. ALL SUCH OUTBUILDINGS SHALL HAVE A MINIMUM FLOOR AREA OF 100 SQUARE FEET AND A MAXIMUM FLOOR AREA OF 200 SQUARE FEET. NO OUTBUILDING CONSTRUCTED ELSE WHERE SHALL BE MOVED INTO NOTTINGHAM HILL. OUTBUILDINGS ON LOTS 1-11 OF BLOCK 2 SHALL BE ALLOWED TO HAVE A MAXIMUM FLOOR AREA OF 625 SQUARE FEET AND ALLOWED TO HAVE LOCKED ACCESS FROM THEIR SOUTH PROPERTY LINE.

2.6 ANTENNAE. NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER. TO THE MAXIMUM EXTENT POSSIBLE THESE SATELLITE DISHES SHOULD BE SCREENED FROM VIEW FROM THE FRONT OF THE RESIDENCE.

### ARTICLE III LOT USE AND RESTRICTIONS

3.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE; PROVIDED, HOWEVER, THE DEVELOPER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED BY A BUILDER FOR A FIXED TIME PERIOD, AT THE DEVELOPER'S SOLE DISCRETION. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE DEVELOPER MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO DWELLING CONSTRUCTED ELSE WHERE SHALL BE MOVED INTO NOTTINGHAM HILL. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN NOTTINGHAM HILL, EXCEPT THAT THE DEVELOPER OR ITS DESIGNEE(S) MAY USE SUCH A MOBILE HOME AS A TEMPORARY SALES OFFICE.

3.2 NOISE/NUISANCE. NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A RESIDENTIAL LOT. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

3.3 ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY RESIDENTIAL LOT EXCEPT FOR DOMESTICATED HOUSEHOLD PETS. PROVIDED, HOWEVER, THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY RESIDENTIAL LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE DEVELOPER OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE NOTTINGHAM HILL ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE IN AN AMOUNT LEVIED BY THE ASSOCIATION'S BOARD OF DIRECTORS. THE AMOUNT OF SUCH FINE SHALL BECOME A LIEN UPON THE OWNER'S LOT AND GOVERNED BY PARAGRAPH 6.3 HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. NO KENNELS ARE PERMITTED. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE RESERVE AREAS, AND AT THE OPTION OF THE DEVELOPER OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

PLAT

# IAM HILL

21, T-21-N, R-14-E, I.B.&M.  
COUNTY, OKLAHOMA

3.4 LOT MAINTENANCE. ALL RESIDENTIAL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL RESIDENTIAL LOTS SHALL KEEP ALL WEEDS AND GRASS THEREON CUT AND SHALL IN NO EVENT USE ANY RESIDENTIAL LOT FOR STORAGE OF MATERIALS OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENT TO CONSTRUCTION OF IMPROVEMENTS THEREON AS HEREIN PERMITTED, OR PERMIT THE ACCUMULATION OF GARBAGE, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY. THE DEVELOPER RESERVES THE RIGHT FOR ITS AGENTS OR DESIGNEES TO ENTER UPON ANY RESIDENTIAL LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER. THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON SUCH LOT AND GOVERNED BY PARAGRAPH 6.3 HEREOF.

3.5 WIND GENERATORS. SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

3.6 CLOTHES LINES. THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

3.7 AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED OR PARKED WITHIN THE SUBDIVISION.

3.8 AIR CONDITIONING REQUIREMENTS. NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.

3.9 STORAGE. NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

3.10 VEHICLES STORAGE. NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, RVs, TRAILER OR BOAT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY LOT CLOSER TO THE ROAD THAN THE FRONT OF THE MAIN DWELLING. SUCH VEHICLES SHALL BE KEPT IN A GARAGE OR BEHIND A SIX FOOT (6') HIGH PRIVACY FENCE AT ALL TIMES WHEN PRESENT WITHIN THE ADDITION. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET FOR MORE THAN 24 HOURS DURING ANY 48 HOUR PERIOD. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF AUTOMOBILES AND TRUCKS.

3.11 SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY RESIDENTIAL LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS OF THE SAME SIZE LIMITATION USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION, UNLESS APPROVED IN WRITING BY THE DEVELOPER. THE DEVELOPER, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE DEVELOPER, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE DEVELOPER OR ITS DESIGNEES.

3.12 WASTE. NO RESIDENTIAL LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. NO BURNING OF TRASH SHALL BE PERMITTED. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL RESIDENTIAL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. ALL RESIDENTIAL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN 12 HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

3.13 WATER SERVICE. POTABLE WATER SHALL BE PURCHASED AND PROVIDED BY THE CITY OF OWASSO.

3.14 SANITARY SEWER DISPOSAL. SEWAGE SHALL BE PURCHASED AND PROVIDED BY THE CITY OF OWASSO.

3.15 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, WALLS, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING AND THE LOT RESPECTIVE 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.

3.16 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. PROPERTY OWNERS ARE RESPONSIBLE FOR DRAINAGE AND EROSION MAINTENANCE ON AND BETWEEN LOTS THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

3.17 COMPLIANCE WITH CODE. ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE CITY OF OWASSO, OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, OR ANY OTHER APPLICABLE STATE BUILDING CODES.

## ARTICLE IV PROPERTY OWNERS' ASSOCIATION

4.1 PROPERTY OWNERS' ASSOCIATION. A PROPERTY OWNERS' ASSOCIATION, KNOWN AS "NOTTINGHAM HILL ASSOCIATION," AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 60 O.S. 1991, § 851, ET SEQ., TO MAINTAIN THE ENTRYWAYS AND THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF NOTTINGHAM HILL ASSOCIATION (THE "ASSOCIATION"), MADE UNDER AND 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 LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

4.2 ASSESSMENTS. THE FOLLOWING ANNUAL ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS: \$450.00 PER YEAR PER LOT. IT IS REQUIRED THAT \$250.00 PER YEAR PER LOT SHALL BE DEPOSITED INTO AN INTEREST BEARING ACCOUNT FOR STREET MAINTENANCE. SUCH ASSESSMENTS MAY BE INCREASED TEN PERCENT (10%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO FIFTEEN PERCENT (15%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OWNERS OF LOTS IN THE SUBDIVISION. SUCH ASSESSMENTS SHALL BE A LIEN UPON THE LOT ASSESSED. ANY SUCH LIEN MAY BE FORECLOSED BY THE ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEYS FEES INCURRED BY THE ASSOCIATION IN CONNECTION WITH SUCH SUIT. NO LOT SHALL BE ENTITLED TO MORE THAN ONE (1) VOTE, REGARDLESS OF THE NUMBER OF OWNERS. NO LOT OWNED BY THE DEVELOPER SHALL BE SUBJECT TO ASSESSMENT. ANNUAL ASSESSMENTS SHALL NOT APPLY TO LOTS OWNED BY THE DEVELOPER OR UNOCCUPIED LOTS OWNED BY OTHERS.

## ARTICLE V DEVELOPER'S RESERVED RIGHTS

5.1 IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DEVELOPER OR GRANTED TO DEVELOPER UNDER THE PROVISIONS OF THE NOTTINGHAM HILL DEED OF DEDICATION, THIS DECLARATION OR THE ASSOCIATION DOCUMENTS, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE PROVISIONS OF THIS ARTICLE SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIME AS DEVELOPER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ANY LOT OR PROPERTY WITHIN THE SUBDIVISION.

5.2 PROMOTION OF NOTTINGHAM HILL. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION: (A) DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH PROPERTY AS DEVELOPER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DEVELOPER MAY DEEM ADVISABLE; AND (B) DEVELOPER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

5.3 CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE. DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS' ACCESS TO AND UPON SUCH PROPERTY AS DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS DEVELOPER MAY REQUIRE. DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON SUCH PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.

5.4 DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE NOTTINGHAM HILL ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DEVELOPER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH DEVELOPER'S RIGHTS UNDER THIS SECTION 5.4 SHALL TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARDS PRIOR TO THE TURNOVER DATE SHALL CONSIST OF THOSE PERSONS DESIGNATED BY DEVELOPER. DEVELOPER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY LOT IN THE SUBDIVISION, (B) THE GIVING OF WRITTEN NOTICE BY DEVELOPER, TO THE ASSOCIATION'S BOARD, OF THE DEVELOPER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) TEN (10) YEARS FROM THE DATE OF RECORDING HEREOF. FROM AND AFTER THE TURNOVER DATE, THE BOARD SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE OWNERS SHALL BE VESTED EXCLUSIVELY IN DEVELOPER. THE OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNERS' LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. THE DEVELOPER, UPON REQUEST, SHALL SUPPLY SUCH OWNERS WITH AN ANNUAL ACCOUNTING OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.

5.5 OTHER RIGHTS. DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION.

## ARTICLE VI PRUDENTIAL CONSIDERATIONS

6.1 ENFORCEMENT. ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR AN OWNER OF ANY LOT OR HAVING ANY INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEVERALLY, THE ASSOCIATION. THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

REMEDIES. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS IN ANY INSTRUMENT, ANY PERSON OWNING ANY REAL PROPERTY IN THE ADDITION SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS IN LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF, THE DEVELOPER OR THE ASSOCIATION, IF THE VIOLATING PARTY, SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS FEES TO BE TAXED AS COSTS.

SPECIAL ASSESSMENTS. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN THE BOARD OF DIRECTORS OF THE ASSOCIATION OR THE DEVELOPER SHALL HAVE THE RIGHT TO ENTER UPON SAID PARCEL AND TO REMEDY SUCH VIOLATION. THE COST FOR CURING THE VIOLATION SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN AGAINST SAID LOT, WHICH MAY BE FORECLOSED AS CONTAINED HEREIN.

NO WAIVER. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR SHALL IT BE A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

WAIVER OF RIGHT OF RECOVERY. EACH OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE FOR THE PROTECTION OF HIS AND HIS INVITEES' PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL PROPERTY STORED OR LOCATED ON PROPERTY WITHIN THE SUBDIVISION AND WITH RESPECT TO THE HOME. THE ASSOCIATION AND EACH OWNER HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH THEY MAY HAVE AGAINST ANY OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, THE DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGE TO THE LOTS, OR THE HOMES, OR TO ANY PERSONAL PROPERTY LOCATED ON THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE UNDER ANY POLICY OF FIRE, FLOOD OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE, ALL SUCH POLICIES SHALL CONTAIN WAIVERS OF THE INSURER'S RIGHTS TO SUBROGATION AGAINST ANY OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, THE DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBDIVISION OR ANY IMPROVEMENT IN THE SUBDIVISION, THE SUFFICIENCY OF UTILITIES, THE STORMWATER MANAGEMENT PLAN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION THE COMMON AREAS AND INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

BINDING EFFECT; AMENDMENTS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BIND UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

1. THIS DECLARATION MAY BE AMENDED BY DEVELOPER ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR A JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OR OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND A CONSENT TO THE RESERVATION OF, THE POWER TO DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT THE TURNOVER DATE. THE ABOVE ARTICLES IV, V, AND VI CAN BE UNILATERALLY CHANGED. ARTICLES I, II, AND III CAN ONLY BE CHANGED WITH CITY COUNCIL APPROVAL.

2. IN GENERAL. AFTER THE TURNOVER DATE, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE TOTAL VOTES OR BY AN INSTRUMENT EXECUTED BY ONE OR MORE OWNERS OF AT LEAST TWO-THIRDS (2/3RDS) OF THE LOTS; EXCEPT THAT (I) THE PROVISIONS OF THIS PARAGRAPH MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DEVELOPER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DEVELOPER. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

3. 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 CITY CLERK OF OWASSO AND IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

### CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, TYANN DEVELOPMENT CO., INC., AN OKLAHOMA CORPORATION HEREBY APPROVES THE FOREGOING DEED OF DEDICATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

TYANN DEVELOPMENT CO., INC.  
AN OKLAHOMA CORPORATION

\_\_\_\_\_  
CHARLES HELSCEL, PRESIDENT

OF OKLAHOMA }  
Y OF \_\_\_\_\_ } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
PERSONALLY APPEARED CHARLES HELSCEL, PRESIDENT, TYANN DEVELOPMENT CO., INC., TO ME KNOWN TO BE THE IDENTICAL PERSON  
WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER 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 LIMITED LIABILITY  
ANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

\_\_\_\_\_  
MY COMMISSION EXPIRES: NOTARY PUBLIC

**CERTIFICATE OF SURVEY**

DANIEL S. GOSS, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED  
AND PLATTED THE ABOVE TRACT DESIGNATED AS NOTTINGHAM HILL, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY  
OKLAHOMA. TO THE BEST OF MY KNOWLEDGE, THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY. NOTE: ALL LOT CORNERS  
SHALL BE STAKED IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.

THE ABOVE PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE  
OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

BEFORE MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
DANIEL S. GOSS  
OKLAHOMA REGISTERED LAND SURVEYOR #1316  
#3932, EXP 6-30-07

OF OKLAHOMA }  
CITY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2008, PERSONALLY APPEARED DANIEL S. GOSS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND  
FOREGOING INSTRUMENT.

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

\_\_\_\_\_  
MY COMMISSION EXPIRES: NOTARY PUBLIC

**CERTIFICATE OF FINAL PLAT APPROVAL**

HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE OWASSO CITY COUNCIL ON THIS \_\_\_\_\_  
OF \_\_\_\_\_, 2008

\_\_\_\_\_  
CITY CLERK

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

\_\_\_\_\_  
CITY CLERK

**NOTTINGHAM HILL**  
**SEPTEMBER 23, 2008**  
SHEET 2 OF 2

# THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE NOTTINGHAM HILL IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY. IT IS THE DESIRE AND INTENT OF GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION ("THE DEVELOPER"), TO CREATE A RESIDENTIAL COMMUNITY IN WHICH SUCH BEAUTY SHALL BE SUBSTANTIALLY PRESERVED AND ENHANCED BY THE CREATION AND ENFORCEMENT OF DEVELOPMENT STANDARDS. SUCH STANDARDS SHALL APPLY TO ALL LOTS LOCATED IN THE SUBDIVISION DESCRIBED AS:

A TRACT OF LAND IN THE NE/4 NE/4 OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE I.B. & M, CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 21, T-21-N, R-14-E, THENCE N 89°59'38" W, A DISTANCE OF 644.83 FEET TO THE POINT OF BEGINNING; THENCE S 00°08'04" W, A DISTANCE OF 134.00 FEET; THENCE S 89°59'38" E, A DISTANCE OF 119.76 FEET; THENCE S 00°08'04" W, A DISTANCE OF 229.00 FEET; THENCE S 89°59'38" E, A DISTANCE OF 495.08 FEET; THENCE S 00°08'01" W, A DISTANCE OF 960.31 FEET; THENCE N 89°55'02" W, A DISTANCE OF 963.56 FEET; THENCE DUE NORTH, A DISTANCE OF 710.69 FEET; THENCE S 89°37'49" W, A DISTANCE OF 329.64 FEET; THENCE N 00°08'04" E, A DISTANCE OF 250.50 FEET; THENCE S 89°58'38" E, A DISTANCE OF 120.00 FEET; THENCE N 00°08'04" E, A DISTANCE OF 338.00 FEET; THENCE S 89°59'39" E, A DISTANCE OF 120.00 FEET; THENCE N 00°08'04" E, A DISTANCE OF 8.50 FEET; THENCE S 89°59'38" E, A DISTANCE OF 115.00 FEET; THENCE N 00°08'04" E, A DISTANCE OF 16.50 FEET; THENCE S 89°59'38" E, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED NOTTINGHAM HILL, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

THE DEVELOPER, BEING THE OWNER OF ALL LOTS AND BLOCKS WITHIN NOTTINGHAM HILL AND DESIRING TO ESTABLISH A COMPATIBLE SYSTEM OF DEVELOPMENT AND PRESERVE THE CHARACTER OF NOTTINGHAM HILL ("THE SUBDIVISION"), DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS:

## ARTICLE I

1.1 PUBLIC STREETS AND UTILITY EASEMENTS. THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHT-OF-WAYS FOR EAST 96TH STREET NORTH AND NORTH 145TH EAST AVENUE SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL DEDICATED 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 RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

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

A. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

D. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR 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 SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

E. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION OR GAS SERVICES.

**1.3 WATER, SANITARY AND STORM SEWER.** PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE 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. CITY OF OWASSO, OR AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER 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 ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF OWASSO, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**1.4 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 RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, THE UTILITY PROVIDER 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.

**1.5 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 PRIVATE STREETS, PROVIDING GREEN AREAS, STORMWATER DETENTION, 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 DRAINAGE EASEMENTS AND 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.

A. RESERVE AREA 'A' (PRIVATE STREETS). ALL STREETS WITHIN THE SUBDIVISION, WITH THE EXCEPTION OF RIGHT OF WAY DEDICATED TO THE CITY OF OWASSO FOR EAST 96TH STREET NORTH AND NORTH 145TH EAST AVENUE, ARE BY GRANT OF THE OWNER AS PRIVATE STREETS (SHOWN AS RESERVE 'A' ON THE ACCOMPANYING PLAT) FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN NOTTINGHAM HILL. ALL OWNERS, GUESTS, AND INVITEES. RESERVE AREA 'A' IS TO BE OWNED AND MAINTAINED BY THE NOTTINGHAM HILL PROPERTY OWNERS ASSOCIATION FOR THE USE OF PRIVATE STREETS TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS AND PUBLIC STREETS. THE OWNER HEREIN GRANTS TO THE CITY OF OWASSO, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS 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 AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF OWASSO, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF OWASSO, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF OWASSO, OKLAHOMA, TO: CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING THE CITY OF OWASSO STANDARDS FOR RESIDENTIAL STREETS, INCLUDING THAT ALL STREETS SHALL HAVE TWO 13-FOOT-WIDE DRIVING LANES AND BE CURB AND GUTTER, STREET SLOPE SHALL NOT EXCEED 12%. PAVING MATERIALS SHALL BE THE QUALITY AND THICKNESS OF THAT OF THE CITY OF OWASSO STANDARDS, AND NO STRUCTURE SHALL BE CONSTRUCTED OVER ANY PRIVATE STREETS THAT WOULD PROHIBIT ANY GOVERNMENTAL VEHICLES, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS. THIS WILL ALLOW ANY FUTURE NOTTINGHAM HILL ASSOCIATION THE OPPORTUNITY TO DEDICATE THE STREETS TO THE CITY OF OWASSO IF SO DESIRED.

B. RESERVE AREA 'B'. DETENTION AND RESERVE AREAS SHALL BE FOR STORM WATER DRAINAGE FACILITIES THAT WILL BE DEEDED TO AND MAINTAINED BY THE "NOTTINGHAM HILL" 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.

C. RESERVE AREAS 'C', 'D', 'E', & 'F' ON THE ATTACHED PLAT IS TO BE OWNED AND MAINTAINED BY THE NOTTINGHAM HILL PROPERTY OWNERS' ASSOCIATION FOR THE USE OF LANDSCAPING AND SIGNAGE FOR THE USE AND BENEFIT OF ALL LOTS IN THE ADDITION. THE CITY OF OWASSO SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO LANDSCAPING, INCLUDING IRRIGATION SYSTEMS, OCCASIONED BY THE MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING PUBLIC STREET. SAID RESERVE AREAS SHALL NOT BE SOLD OR USED AS A BUILDING SITE FOR A DWELLING.

**1.6 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 CITY OF OWASSO EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OCCURRING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.