

BAILEY RANCH ESTATES II

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

COVENANTS, CONDITIONS AND RESTRICTIONS

Blue Chip Development, Inc., an Oklahoma corporation, being the sole owner of the real estate described on Exhibit "A" hereto, situation in the City of Owasso, Oklahoma, has caused the same to be engineered, surveyed, staked and platted into lots, blocks, and streets 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 BAILEY RANCH ESTATES II, an Addition to the City of Owasso, Tulsa County, State of Oklahoma (the "Addition").

Baily Range Estates is an area of distinctive landscape and natural beauty. It is the desire and intent of the Developer to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards.

The Developer, desiring to establish a compatible system of development and preserve the character of the Addition, does hereby declare and establish the following restrictions, conditions and protective covenants, to which all properties in this Addition are subject:

Article I

Dwelling and Lot Improvements

1.1 **Dwellings**. Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:

A. **Dwelling Size**. All dwellings shall have a minimum living space of at least 1,500 square feet. Square footage shall be computed on measurements over brick exclusive of porches, patios, and garages.

B. **Masonry**. All dwellings shall have at least seventy-five per cent (75%) of the exterior walls thereof comprised of brick or stone; provided, however, that the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable type roof, then that portion of such wall extending above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said dwellings. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the Developer.

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. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door. Carports shall not be permitted.

D. 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.

E. Mailboxes. All mailboxes shall be enclosed in a brick or masonry structure which shall extend to the ground and shall conform to the dwelling.

F. Sodding; Landscaping. The front yard of each lot must be fully sodded prior to completion of the construction of any residence.

1.2 Approval Of Plans. For the purpose of further insuring the development of the Addition 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.

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 or responsibility for building methods, materials, procedures, structural design, grading or drainage 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.

NOTE → No residence, accessory structure, fence, wall or mailbox shall be erected, placed or altered on any lot in the Addition until the plans and specifications thereof have been approved in writing by the Developer.

1.3 Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard:	25 feet
Side yard:	5 feet
Other side yard:	10 feet
Back yard:	15 feet

On all lots where there is both a twenty-five foot set-back line and a fifteen foot set-back line adjacent to a public street, the portion of the lot containing the twenty-five foot set-back shall be considered the front yard and the dwelling shall face this portion of the lot.

1.4 Fences. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height.

1.5 Antennae. No television, radio, or other antennae or reception devices shall be constructed or maintained on any lot without the written approval of the Developer.

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Article II

Lot Use and Restrictions

2.1 Lot Use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No 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 lot which exceeds two (2) stories in height. No dwelling may be moved into the Addition. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in The Village At Southern Links.

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2.2 Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the Addition. 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 lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.3 Animals. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) household pets and the suckling young of said animals provided that no more than two (2) adult dogs shall be maintained on any lot. 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. All animals must be fenced in or kept on a leash. Animals shall not be permitted to roam 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.

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2.4 Lot Maintenance. All lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all lots shall keep all weeds and grass

thereon cut and shall in no event use any 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 to enter upon any lot for the purpose of mowing, weedeating, edging and performance of other lawn 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 the lot and governed by paragraph 5.3 hereof.

2.5 Wind Generators, Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Developer.

2.6 Clothes Lines. The drying of clothes in public view is prohibited.

2.7 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted.

2.8 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.

2.9 Vehicles, Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period, except in a garage. Vehicles shall not be kept, parked or stood on the yard. Residents' vehicles shall not be parked or stood in any street.

2.10 Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer or builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

2.11 Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

Article III

Developer's Reserved Rights

3.1 In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of 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 part of the property.

3.2 Promotion of Addition. In connection with the promotion, sale or rental of any improvements upon the Property: (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, on or to the 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 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.

3.3 Construction on the Property. Developer is hereby granted the right and power to make such improvements to the Property as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective guests, agents and contractors shall have the right of ingress, egress and parking on the Property and the right to store construction equipment and materials on the Property without the payment of any fee or charge whatsoever.

3.4 Inclusion in Homeowners Association. The Developer declares that the property contained within the Addition is part of a master storm water plan which contemplates the development of one or more detention facilities on property adjacent and to the north of the Addition. The storm water plan further contemplates that the detention facilities will serve the dual purpose of a park area to be enjoyed as a common area by the members of one or more homeowners associations.

As a part of the development of Bailey Ranch Estates (phase I), the developers thereof created the Bailey Ranch Estates Homeowner's Association, Inc., an Oklahoma corporation (the "Association") and provided in the Deed of Dedication thereof a mechanism for including the Addition (phase II) within said Association, upon the occurrence of certain conditions precedent therein enumerated.

The Developer, pursuant to said plan, hereby reserves the right, upon the satisfaction of the conditions precedent, the construction of the park area(s) and the creation of an enforceable right in favor of the owners of lots in the Addition (phase II) to use and enjoy said facilities, to declare the lots in the Addition to be subject to the Association and the assessment thereof. Said

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declaration shall be effective as of the date of the Developer's recording in the office of the Tulsa County Clerk its written declaration of inclusion of the Addition in the Association. In addition to such annual assessments of the Association; if any, the Developer reserves the right to make annual assessments in the amount of \$100.00 per lot, such assessments to be a lien against the lots which may be foreclosed, such assessments to be collected and held in trust by the Developer for use in developing the park area referenced herein.

3.5 Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the Property which Developer determines are necessary or desirable in connection with the rights of Developer under this Declaration.

Article IV

Homeowners Association

4.1 Binding Effect. In the event the Developer elects to include the Addition within the Association, all lawful acts of 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. Annual assessments shall be made on a per lot basis. Such assessments may be increased five percent (5%) per year by the Board of Directors of the Association and up to ten percent (10%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition. 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. ??

Article V

Prudential Considerations

5.1 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 Developer and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

5.2 Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the Addition shall have standing to prosecute any proceedings at 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 prevailing party, shall be entitled to an award of attorneys fees to be taxed as costs.

5.3 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 the violation. The cost for curing the violation shall thereupon be assessed against the lot and shall be a lien on such lot, which may be foreclosed as contained herein.

5.4 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 a modification of these restrictions and protective covenants.

5.5 Waiver of Right of Recovery. Each Owner shall be responsible for obtaining insurance coverage for, and for the risk of injury and physical loss or damages of any kind to, his and his invitees' personal property, including, but not limited to, any personal property stored or located on the Property and with respect to his 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, 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 in the lots, or the homes, caused by fire or other casualty, to the extent that such damage is insurable by fire 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, Developer, the managing agent, if any, and their respective employees and agents.

5.6 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.

5.7 Disclaimer of Warranty. Except as expressly provided in writing, Developer makes no warranty, express or implied, regarding the Addition or any improvement in the Addition, the sufficiency of utilities, 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 or suitability for any particular purpose or use or any warranty of quality.

5.8 Binding Effect: Amendments. These covenants, conditions and restrictions are to run with the land, and shall be binding 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:

A. Special Amendment. This Declaration may be amended unilaterally by Developer at any time (i) to bring any provision hereof into compliance with any applicable governmental

statute, rule or regulation or 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) 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, 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.

B. 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.

Article VI Miscellaneous

6.1 Public Streets 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 storm and sanitary sewer, communication lines, electric power 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.

6.2 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. No overhead pole lines for the supply of electric service, telephone and cable television service shall be located in 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 on lots adjacent to the East and South 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 his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone or cable television facilities. The 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.

6.3 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.

The supplier of gas service, through its proper agents and employees, shall at all times have right of access to all such easementways shown on the Plat, or provided for in this Declaration for the purpose of installing, maintaining, removing or replacing any portion of said underground gas facilities so installed by it.

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 Declarant will pay for damage or relocation of such facilities caused by acts of Declarant or its agents or contractors.

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.

6.4 Water, Sanitary and Storm Sewer. Owners shall be responsible for the protection of the public water mains and sanitary sewer facilities located on their lots 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.

The City shall be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. The City 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 the underground water and sewer facilities. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City, and the owner of the lot agrees to be bound hereby.

6.5 Sanitary Disposal. No outside toilets or septic tank systems shall be allowed in the addition and all sanitary arrangements must comply with local and state health requirements.

6.6 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 of right-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.