

CONSOLIDATED DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
COFFEE CREEK

THIS DECLARATION, made this day of , 2016, by
COFFEE CREEK PROPERTY OWNERS ASSOCIATION, INC., an
Oklahoma non-profit corporation hereinafter referred to as "**the Association**".

W I T N E S S E T H:

WHEREAS, Coffee Creek is an area of distinctive landscape and natural beauty. It is the desire and intent of the Association 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 addition described as:

ALL OF COFFEE CREEK I AND COFFEE CREEK II, AN ADDITION TO
THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO THE RECORDED PLATS THEREOF.

hereinafter referred to as "Coffee Creek".

NOW, THEREFORE, the Association hereby declares that all of the property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Coffee Creek. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

- I. "Association" shall mean and refer to Coffee Creek Property Owners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

2. "Coffee Creek" shall mean and refer to that certain real property hereinbefore described.
3. "Common Area" shall mean that portion, including easements, of Coffee Creek owned or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, park area and playground equipment
4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded plats of Coffee Creek with the exception of Common Areas.
5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Coffee Creek, including contract sellers, but excluding others having such interest merely as security for the performance of an obligation.
7. "Secretary" shall mean and refer to the Secretary of the Association.
8. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
9. "Articles" shall mean and refer to the Articles of Incorporation (including any amendments or changes thereto) pursuant to which the Association, as hereinabove defined, is or has been formed.
10. "Bylaws" shall mean and refer to the existing Bylaws of the Association, including any amendments or changes thereto.

ARTICLE II
POWERS OF ASSOCIATION AND
MEMBERSHIP

- I. **POWERS OF THE ASSOCIATION:** The Association, in addition to all other rights, powers and duties provided herein and as contained in its Articles of Incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Oklahoma by law may now or hereafter have to carry out its corporate purposes. The Board of Directors shall be elected by a simple majority at the Annual Meeting from the Owners in good standing and shall serve for a term of one (1) year each. Each member of the Board of Directors may serve no more than five (5) consecutive terms. No member of the Board of Directors shall serve more than three (3) consecutive years in any one office.

2. **MEMBERSHIP:** Any Owner of a Lot in Coffee Creek, an Addition to the City of Owasso, Tulsa County, State of Oklahoma, shall automatically become a Member of the Association. The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within Coffee Creek, any record lot owner within Coffee Creek, an Addition to the City of Owasso, Tulsa County, State of Oklahoma, and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the Articles or Bylaws, including (without limitation) property owners in future phases of the Coffee Creek development to be located adjacent to the Subdivision or to Coffee Creek and each to be a separate Addition to the City of Owasso, Tulsa County, State of Oklahoma, according to their respective recorded plats thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within Coffee Creek. Ownership of a Lot shall be the sole qualification for membership with respect to those property owners in Coffee Creek.

ARTICLE
III
VOTING
RIGHTS

The Association shall have one class of voting membership:

Membership: Members shall be all those persons or entities entitled to membership as defined in Article II. Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; provided, however, when two or more persons or entities hold such interest or interests in any Lot, although all of such persons or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

ARTICLE
IV
PROPERTY
RIGHTS

1. **MEMBERS' EASEMENTS OF ENJOYMENT:** Every Member shall have the nonexclusive right and pedestrian access easement to use and enjoy the

Common Area and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot within Coffee Creek, subject, however, to the following provisions:

- (a) The right of the Association to limit the number of guests of Members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of Coffee Creek;
- (b) Subject to the provisions of Article V hereof, the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and improvements constructed thereon and in aid thereof to mortgage said property. In the event such property is so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Area shall be subject and subordinate to the rights of the mortgagee therein.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast one-half (1/2) of the votes of the membership in which such Members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the Board of Directors;
- (d) The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the Common Area of a Member:
 - i) For any period during which any assessment against a Lot remains unpaid the Lot Owner forfeits any rights to vote on any issues with the Association until such time as the assessment is paid;
 - (ii) For any period during which any assessment against a Lot remains unpaid or for any infraction of the published covenants, rules and regulations of the Association relating to such use remains uncorrected a Lot Owner forfeits all use of the Common Areas including the Clubhouse and Pool.
- (e) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Areas.

2. DELEGATION OF USE OF COMMON AREA: Any Member may delegate, in accordance with the Bylaws of the Association, the Member's right

to use of the Common Areas, facilities, and improvements situated thereon, to family members and guests, and to tenants who reside in Coffee Creek.

3. **TITLE TO THE COMMON AREA:** The Association herein reserves the right and easement to enter upon the Common Area and construct, repair and maintain improvements therein. Maintenance of the Common Area shall be borne by the Association via Annual Assessments or Special Assessments.

4. **DAMAGE TO COMMON AREA:** If, due to the act or omission of any Owner, the Owner's family, tenants, contract purchasers, guests, licensees or other invitees, the Common Area is damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such Owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association. Should the Association be required to seek successful legal judgement for collection, then the Association shall be allowed reimbursement or payment of attorney fees by the Owner of an amount not less than \$500.

ARTI
CLE
V
**COVENANT FOR MAINTENANCE
ASSESSMENTS**

1. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association their share of:
 - (a) annual assessments or charges provided for herein, and
 - (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. Should the Association be required to seek successful legal judgement for collection, then the Association shall be allowed reimbursement or payment of attorney fees by the Owner of an amount no less than \$500.

2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents in Coffee Creek and promoting the habitability of residential structures and enhancing property values in Coffee Creek including, but not limited to the improvement and maintenance of the Common Area and improvements thereon, including (without limitation) ad valorem taxes, drainage ways and easements, driveways, parking areas, fences and walls, and landscaped areas.

3. ANNUAL ASSESSMENTS: The following annual assessments shall be made on a per lot basis:

\$420.00 per lot per year

Such assessments may be increased up to ten percent (10%) per year by the Board of Directors and up to fifteen percent (15%) per year upon the affirmative vote of two-thirds of the owners of lots within Coffee Creek. Assessments may not be raised in consecutive years nor more than two times within any five (5) year period. 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 attorney 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.

Annual and special assessments shall be established at a uniform rate applying such factors as the Board of Directors shall determine appropriate, such as the operating costs of the Association, maintenance of the Common Areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by and Owners of Lots in Coffee Creek shall be used exclusively for the maintenance, repair and improvement of the Common Areas, and for such operating costs of the Association which are related to the operation of the Common Areas and the general operations of the Association.

4. SPECIAL ASSESSMENT: In addition to the Annual Assessment authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the Board of Directors; provided that special assessments against Lots in Coffee Creek shall require the affirmative vote of one-half(1/2) of the Owners of such Lots who are Members of the Association who are in attendance (in person or by proxy) at a special meeting of the Members of the Association, duly called and noticed.

5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES: The annual assessment provided for herein shall commence on the first day of the month following conveyance of title to that Lot to a third-party occupant. The form and means of written notice of the annual assessment shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Board of Directors setting forth

whether annual and/or special assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION:** Any assessment which is not paid on or before the due date, as prescribed by the Board of Directors in writing, shall be delinquent and shall constitute a lien on the Lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the delinquent Owner in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce a lien filed against the Owner's property; and other actions designated to obtain payment for financial obligation owed by an Owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent Owner including, but not limited to, reasonable attorney's fees of an amount no less than \$500, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonably incurs in pursuing its efforts to collect delinquent assessments from an Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.

8. **EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the Common Area.

USES OF
LAND

1. LOT USE: All Lots of Coffee Creek shall be used for single-family residential purposes subject to the terms, conditions, and provisions of OPUD 18, which are the uses permitted by right or special exception in RS-3 Zoning District, except for those Lots within the southernmost 120' boundary of said PUD which shall be used for purposes permitted by right or special exception in RS-2 Zoning District. No Lot shall be used for any business, commercial or manufacturing purpose, and no business or building of any kind whatsoever shall be erected or maintained thereon, except single-family residences. Provided, an Owner may utilize a "home office" for business purposes as long as business visitors, guests, and customers do not regularly visit the Owner's Lot, and commercial vehicles do not regularly deliver supplies or materials and such business activities are conducted in a manner which does not interfere with the peaceful use and enjoyment of surrounding Owners. 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 not meeting a specific building code may be moved onto a Lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in Coffee Creek.

2. RESERVE AREA: "Reserve Area", as reflected on the recorded plats of Coffee Creek, shall be used as Common Area only. The Common Area shall be used as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the Lots within Coffee Creek. Drainage way areas and facilities shall be maintained by the Association in accordance with standards prescribed by the City of Owasso. In the event the Association should fail to adequately and properly maintain said drainage way area and facilities, the City of Owasso may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all Members of the Association. All lot owners within each phase of Coffee Creek shall have access to the park area, playground equipment, swimming pool and clubhouse within any common area of each phase of the Coffee Creek development. Access by any lot owner within Coffee Creek to a particular Common Area of Coffee Creek shall be subject not only to membership in the Association, but also to payment of any special assessment described in Article V hereof and subject to the terms of the Common Use Agreement governing the swimming pool and clubhouse which have been constructed to the satisfaction of and accepted by the Association.

3. NUISANCE: No noxious or offensive activity of any kind shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. 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 on 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 danger, fire, or explosion.

4. **ANIMALS:** No animals, livestock, or poultry of any kind shall be kept on any Lot except for that which complies with current City of Owasso code. Excessive barking by any dog shall, in the sole opinion of the majority of the Board of Directors, be deemed a nuisance and immediately subject the dog to impound and the Owner thereof to a fine levied by the Association in an amount determined by the Association in accordance with its established rules and regulations (not to exceed \$100.00 per day), and/or to such other actions as the Association may determine appropriate. The amount of such fine, if not paid by its due date, shall become a lien upon the Owner's Lot and subject to enforcement and foreclosure as set forth in Article V hereof. Animals shall not be kept, bred or maintained for any commercial purposes. Whenever in the opinion of the Board of Directors or authorized committee of the Association, an animal is deemed offensive to surrounding property Owners and/or a nuisance to the public, the Owner of such animal shall remedy such excessive noise or nuisance within forty-eight (48) hours from the date notice (oral or written) is delivered to such Owner by the Association. All animals must be fenced in or kept on a leash. Animal shelters, subject to the rules and regulations of the Association, shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. No exotic animals shall be permitted on any Lot or the Common Areas; provided, however, domestic pets shall be permitted within the Common Areas subject to the rules and regulations of the Association. Unleashed animals shall not be permitted to roam on the Common Area, any park areas or reserve areas, and at the option of 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.

5. **MAINTENANCE:** All Lots and improvement thereon, including but not limited to, the residential structure, out building, if any, fences, if any, landscaping and other improvements shall be kept at all times in a safe, neat, attractive, healthful and sanitary condition. All Lots shall be kept free from rubbish, litter and noxious weeds. All structures, landscaping and improvements placed upon any Lot shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement for access to make reasonable repair work; such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the Lot being entered, and with advance notice to such Owner. Such easement shall not permit entry into any residence or garage, and any damage caused to the Lot or adjoining property entered by virtue of use of such easement shall be repaired at the sole expense of the Owner whose property was the object of the repair work. All yard equipment shall be screened from view of neighboring lots, streets, or other property. Maintenance of residential structures and Lots shall also comply with rules and regulations published by the Association, including, but not limited to architectural control requirements. No building, residence, fence, wall or other structural or landscaping improvement shall be commenced, erected or maintained upon any of the Lots within Coffee Creek, nor shall any exterior addition

to or change or alteration therein, or change in the exterior appearance thereof, or major change in landscaping be made, until such matter is approved in writing by the Board of Directors or its agent. Copies of architectural rules, regulations and guidelines shall be made available to all Owners of Lots in Coffee Creek upon request.

6. **WIND GENERATORS; SOLAR COLLECTORS:** No wind generators or solar collectors shall be installed on the Common Area or any reserve area without approval of the Board. Further, no wind generators or solar collectors shall be installed on any Lot or residence thereon without the prior written approval of the Board in advance of its installation.
7. **CLOTHES LINES:** The drying of clothes on any Lot in public view is prohibited.
8. **STORAGE:** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage on any Lot shall be permitted; provided, however, building materials may be stored on a Lot for a period of thirty (30) days prior to the start of construction and construction shall be completed within nine (9) months after the pouring of the footing.
9. **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 which shall be kept on such Lot and stored from public view, until such day as may be designated for collection of such containers or material. All Lots and all easements thereon shall be kept clean, neat and mowed to the street by the Owner of said Lot. All residential waste containers must be removed from the curbside and screened from roadway view within twelve (12) hours after refuse collection vehicles empty the containers.
10. **COMPLIANCE WITH LAWS:** Each Owner shall comply with all laws, statues, ordinances, rules and regulations of Federal, state or municipal governments or authorities, including the municipal codes of the City of Owasso, and requirements applicable to use, zoning, occupancy of the Lot and premises and maintenance of improvement thereon. Furthermore, the Plat of Coffee Creek and all construction and other activity relative thereto shall be subject to and in conformity with the OPUD-18 and any supplements or addendums thereto.
11. **ABOVE GROUND SWIMMING POOLS:** Above ground swimming pools are expressly forbidden.
12. **HOLIDAY DECORATIONS:** Outside holiday decorations, including lighting, shall be limited to a period of no more than thirty (30) days before the holiday and thirty (30) days after the end of said holiday.

ARTICLE VII

ARCHITECTURE, SIZE,
MATERIALS,
PLANS AND SPECIFICATIONS

I. **PLANS AND SPECIFICATIONS:** A complete set of plans and construction specifications including materials for any structure proposed to be erected must first be submitted to the Board of Directors and written approval thereof obtained from the Board of Directors or its agent prior to the commencement of any construction upon each and all of the Lots in Coffee Creek. Construction specifications shall provide for minimum pad elevations approved by the City of Owasso, Department of Engineering. In addition, unless waived in writing, based on hardship, economic considerations or other reasons which will not interfere with the harmony of design or diminish property values in the neighborhood, the following standards shall apply to all dwellings in Coffee Creek:

(a). Dwelling Size. All dwellings shall have a minimum living space of at least 2,000 square feet. Square footage shall be computed for living space, 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, stone or masonry siding. The front exterior walls of the dwelling shall be 100% comprised of brick, stone or masonry siding; 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 Association 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.

(d). Patio Roof All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence unless otherwise approved by the Board of Directors or its agent.

(e). Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.

(f). Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by the Board of Directors or its agent prior to construction.

(g). Roof Pitch; Materials. The roof of the dwelling shall have a pitch of at least 6/12 over seventy-five percent (75%) 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 comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Board of Directors or its agent prior to installation.

(h) Paint Colors: House, trim, shutters, and guttering colors must be of such color scheme approved by the Board of Directors or its agent prior to installation or significant change.

(i). Sodding; Landscaping. The front, back and side yards of each lot shall be fully sodded upon the completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.

(i). Heating and Air Conditioning Requirements. All residences in Coffee Creek shall be constructed with central heat and air systems with recommended BTU for such dwelling size. No portable, window or wall-type heating or air conditioning units shall be permitted.

2. **NO WARRANTY AS TO PLANS:** Notwithstanding anything herein to the contrary, the Association shall not be liable for any approval, disapproval or failure to approve any plans or specifications 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 Association is herein authorized to grant the waiver and the Association did, in fact, grant the waiver. It is the responsibility of each Lot Owner, and not the Association, 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 codes, covenants and restrictions imposed upon Coffee Creek.

3 **SET-BACK LINES AND LOT DIMENSIONS:** 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 if abutting a public street; and 30 feet if abutting a private street
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Corner Lot Side Yards:	20 feet
Side Yards (except corner lot):	5 feet (each side)
Back yard:	20 feet

The frontage of a Lot shall not be less than sixty feet (60') in width, except in the instance of cul-de-sac and pie shaped lots, which shall be at least fifty feet (50') in width measured at the front building line. The minimum depth of a Lot shall be one hundred ten feet (110'). No building, whether principal or accessory, shall encroach upon any easement. Except as above modified or otherwise set forth in OPUD 18, a Lot shall comply with the bulk and area requirements of the RS-3 Residential Single Family District as set forth within the Owasso Zoning Ordinance, except for those Lots within the southernmost 120' boundary of said PUD which shall comply with the bulk and area requirements of RS-2 Zoning District.

4. **FENCES:** No fence shall be erected, placed or altered on any Lot closer to any street than the front of the main structure without the prior written approval of the Board of Directors or its agent, and no fence on any Lot shall exceed six (6) feet in height without the prior written approval of the Board of Directors. No fences shall be constructed upon walkways or access easements, which would impair or hinder the intended use thereof.

(a) Interior Fencing or Walls shall not extend beyond that point nearest the street at each end corner of the residence on the Lot.

(b) The Owners of Lots 40, 41, 43, 44 and 45, Block I, shall construct a wood rail with attached black coated chain-link fence along the side yards and back yard, each as the case may be, which abut a Reserve or unplatted area.

(c) The Association shall maintain a masonry, wood, ornamental iron, wood rail with attached black coated chain-link, brick or white vinyl fence, or combination thereof, in Association's sole discretion, along the West side of Reserve A and Lots 32, 33, 34, 39 and 40, Block I, as shown on the Plat.

(d) All other fences shall be a wood privacy, ornamental iron, or wood rail with attached black coated chain-link. No barbed wire, meshed or other metal fencing is allowed in any area of the Subdivision. No fence over six feet (6') tall is permitted unless approved by the Board of Directors. Fences located on exterior sides of corner Lots facing a street shall be six foot (6') wood privacy fences and shall not extend beyond seven and one-half (7.5') feet from the exterior sidelines and shall be wood privacy fencing.

(e) The construction, repair or replacement of any fence and the materials used therefore upon such Lot shall be approved by the Board of Directors in writing prior to such construction, repair or replacement. All fences within Coffee Creek shall be neatly maintained by the Owner thereof. The Association reserves the right, but shall not be obligated, to enter upon such Lots in order to maintain, repair or stain such fencing in a manner which the Association, 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 Article V hereof.

5. **OUTBUILDINGS:** All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling, including masonry requirements, and to the square footage restrictions approved by the Board of Directors in writing. All such

outbuildings shall be shingled with the same color and type of shingle as the dwelling. No garage or outbuilding on any Lot shall be used as a residence or living quarters. Further, no detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot without the prior written consent of the Board of Directors.

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 Board of Directors. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure and shall not be visible from streets in front of said structure, provided, that these types of reception devices shall only be installed after express approval of the Board of Directors, which shall not be unreasonably denied, and the devices shall be painted a color to match the existing residential structures and be installed with landscaping and/or in a manner to restrict their view from adjacent properties.
7. NOISE POLLUTION: Each builder of residences on the Lots will cause adequate noise pollution control measures to be incorporated into the design and construction of the single- family residences as maybe required by the City of Owasso, or any other governmental (state or federal) body or agency.

ARTICLE VIII

PARKING, STORAGE AND EASEMENTS

1. VEHICLES, BOATS, RVS: Except as provided herein, no vehicle, motorcycle, motor bike, camper, trailer, boat, all-terrain vehicle (ATV) or recreational vehicle (RV) or similar vehicle or equipment, whether or not operable (collectively referred to as "Vehicles") shall be kept, parked, stood or stored on any Lot, street or the Common Area, except in a garage or in an area where the Board of Directors has given its prior written approval thereof. Regular passenger vehicles, such as automobiles, passenger vans, and SUV's and commercial vehicles one ton or less are permitted to be parked in the driveway overnight. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 48 consecutive hours per week) on the driveway of a Lot for purposes of loading, unloading or washing. Vehicles shall not be kept, parked or stored on the Lot, except in a side yard, completely screened by privacy fencing from view of neighboring lots, streets and other property. Temporary parking on the street shall conform to City of Owasso code (not to exceed 48 consecutive hours) and is reserved for Owner's guests and visitors. Owner's Vehicles (or Vehicles under their dominion and control) shall not be parked or stored in any street, nor in any other manner, which impairs or impedes sidewalk use or other public access. Owners shall keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of Vehicles. Repair of vehicles on the Lot is prohibited, but washing or polishing of vehicle on the driveway is allowed; provided, however vehicle repair may occur in the enclosed garage as long as the garage effectively screens the sight and sound of such activities from neighboring properties and from the street. Inoperable vehicles shall not be kept, parked, or stored on a Lot at any time. Notwithstanding any other provision herein, no commercial vehicles shall be parked or stored at any time on or in front of any Lot, street or Common Area without the Board of Directors' prior written consent. Failure to comply shall, in the sole opinion of the majority of the Board of Directors, be deemed a nuisance and immediately subject the Owner to a fine levied by the Association in an amount determined by the Board of Directors in

accordance with its established rules and regulations (not to exceed \$100.00 per day), and/or to such other actions as the Board of Directors may determine appropriate.

2. **EASEMENTS:** The Association reserves for itself and for the Owner of each Lot the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance. The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities, enter and/or cross the Common Area, shall have an easement to do so provided that said Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition at the expense of the said Owner and hold Association harmless from any damage caused by such activity, provided, where necessary, for an adjacent Property Owner to enter property to maintain a fence, party wall or other improvement constructed on the boundary of the Owner's Lot, the procedures set forth in Article VI, paragraph 5 above shall apply.

ARTICLE IX RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No re-arranging, re-subdividing or re-platting of Coffee Creek may be done without the prior written consent of the Board.

ARTICLE X SIGNS AND BILLBOARDS

No signs or billboards are allowed on a Lot without the prior written approval of the Board; provided that one sign of not more than five (5) square feet advertising the sale or rent of said Lot, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, shall be permitted.

ARTICLE XII MISCELLANEOUS

1. **ENFORCEMENT:** The Association, or any Owner, whether acting jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration; provided, however, the Association shall not be obligated to enforce any condition, covenant, restriction, reservation, lien or charge through legal proceedings or otherwise. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **REMEDIES:** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, the Association 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 against any Owner or third party, the prevailing party shall be entitled to an

award of reasonable attorneys' fees, expenses and costs of an amount no less than \$500.

3. **VARIANCE**: The Association, in its sole and reasonable discretion, shall have the right to grant approvals required by these covenants, conditions and restrictions, and to waive or vary these covenants, conditions and restrictions based upon conditions peculiar to an Owner's particular Lot or circumstances. Provided, however, any variance granted by the Association shall be in the interest of the Owner requesting such variance, consistent and in harmony with the construction and architectural guidelines and restrictions within Coffee Creek, shall not interfere with the peaceful use and enjoyment of their property by adjoining Lot Owners, and shall not decrease the property values in the neighborhood. Notwithstanding anything herein to the contrary, the Association shall have no liability for variances which do not conform to the standards set forth herein, in law or in equity.
4. **CORRECTION ASSESSMENT**: In the event that the Owner of any Lot shall violate any covenant herein, the Board of Directors of the Association shall have the right, upon five (5) days advance notice to the Owner of the Lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to levy fines in an amount determined by the Board of Directors in accordance with established rules and regulations (not to exceed \$100 per day) and/or enter upon said Lot and to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the Lot and shall be a lien on such Lot, which may be enforced and foreclosed as contained in Article V herein.
5. **FLOOD CONTROL AND EASEMENTS**: The flood control and drainage easements in Coffee Creek are for drainage purposes. It shall be the responsibility of the Owners of the Lots on which such easements are located to maintain such easement for drainage purposes until such time as the governing body exercising jurisdiction elects to assume responsibility for maintenance and improvement of drainage, provided, further, that no obstruction (e.g., no barbecue pits, swimming pools, etc.) trash or other debris shall be placed on or within said easements, nor shall any fill, change of grade, creation of channel, or other work be carried on without permission of the City of Owasso, Department of Engineering. No grading, scraping, excavation or other re-arranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum sub-surface depth requirement of any utility line, pipe, wire or easement. No obstruction shall be placed on any Lot which would direct storm water onto another Owner's Lot or onto any Common Area.
6. **NO WAIVER**: The failure of the Association, Board of Directors, Owner or any 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.
7. **SEVERABILITY**: Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
8. **DISCLAIMER OF WARRANTY**: Except as expressly provided in writing, the Association makes no warranty, express or implied, regarding Coffee Creek, including (without limitation) any Common Area or improvement therein, the sufficiency of utilities, the storm water management design, the workmanship, design or materials used in every improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

9. **BINDING EFFECT; AMENDMENT:** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended, in whole or in part, modified, added to or changed at any time during the first ten (10) year period by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots, and thereafter at any time by an instrument signed by the Owners of not less than fifty-one percent (51%) of the Lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Association reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:

(b). **GENERAL AMENDMENTS:** The provisions of this paragraph 9 may be amended only by an instrument executed by all of the Owners. 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.