

# Shiloh

at

## Battle Creek

### P.U.D. # 94

#### ARTICLE II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, SHILOH WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 94 BATTLE CREEK) AS PROVIDED IN THE REVISED ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (BROKEN ARROW ZONING CODE) AS THE SAME EXISTED ON JULY 10, 1989, WHICH PUD NO. 94 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON NOVEMBER 16, 1995, AND

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

WHEREAS, THE DEVELOPER/OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA;

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

## 2.1 USE OF LAND

- A. THE DEVELOPMENT OF SHILOH SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE AS THE SAME EXISTED ON JULY 10, 1989, OR AS SUBSEQUENTLY AMENDED.
- B. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.
- C. THE NUMBER OF DWELLINGS WITHIN THE SUBDIVISION SHALL NOT EXCEED ONE HUNDRED SIX(106).

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

## 2.3 YARDS AND SETBACKS:

1. STREET SETBACK: NO BUILDING SHALL BE ERECTED OR MAINTAINED NEARER TO A STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL.

2. SIDE YARD: EACH LOT WHICH ABUTS ONTO THE GOLF COURSE SHALL MAINTAIN SIDE YARDS WHICH ARE NOT LESS THAN FIVE FEET (5') IN WIDTH ON ONE SIDE, AND FIVE FEET (5') IN WIDTH ON THE OTHER SIDE. ALL OTHER LOTS SHALL BE REQUIRED TO HAVE ONE SIDE YARD NOT LESS THAN FIVE FEET (5') WITH THE OTHER SIDE YARD BEING NOT LESS THAN TEN FEET (10') IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN FEET (15') UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE WHERE IT SHALL BE NOT LESS THAN TWENTY FEET (20'). FOR THE EXACT REAR YARD SETBACK, CONSULT THE PLAT OF RECORD OR SUBSEQUENT AMENDMENTS.

3. REAR YARD: EACH LOT SHALL MAINTAIN A REAR YARD OF AT LEAST TWENTY-FIVE FEET (25'); PROVIDED, HOWEVER, THE CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN TEN FEET (10') TO REAR LOT LINE NOR ENCROACH UPON ANY UTILITY EASEMENT, FOR THE EXACT REAR YARD SETBACK, CONSULT THE PLAT OF RECORD OR SUBSEQUENT AMENDMENTS.

2.4 BUILDING HEIGHT: THE MAXIMUM STRUCTURE HEIGHT SHALL BE THIRTY-FIVE FEET (35') AND NOT EXCEED TWO STORIES IN HEIGHT ABOVE ADJACENT GROUND.

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

## ARTICLE III. DECLARATION OF PRIVATE DEVELOPMENT RESTRICTIONS

3.1 THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHILOH AT BATTLE CREEK IS MADE AS OF THE 15<sup>th</sup> DAY OF April, 1997, BY GORDON WILLIAMS DEVELOPMENT, INC., AN OKLAHOMA CORPORATION ( DEVELOPER ).

3.2 DECLARATION. DEVELOPER HEREBY DECLARES THAT THE PROPERTY HEREINAFTER DEFINED SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, USES AND OBLIGATIONS, ALL OF WHICH ARE DECLARED AND AGREED TO BE FOR THE PROTECTION OF THE VALUE OF THE PROPERTY AND FOR THE BENEFIT OF PERSONS ACQUIRING INTERESTS THEREIN, SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE A BENEFIT AND A BURDEN TO ANY PERSONS ACQUIRING AN INTEREST IN THE PROPERTY, THEIR GRANTEEES, SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

## ARTICLE IV. PURPOSE AND PROPERTY AFFECTED

4.1 GENERAL PURPOSE. THIS DECLARATION IS ESTABLISHED TO PROVIDE THAT THE PROPERTY SHALL BE DEVELOPED AND MAINTAINED AS A SINGLE-FAMILY RESIDENTIAL AREA OF THE HIGHEST POSSIBLE QUALITY, VALUE, DESIRABILITY AND ATTRACTIVENESS.

4.2 PROPERTY AFFECTED. THE PROPERTY REFERRED TO HEREIN WHICH IS HEREBY MADE SUBJECT TO THE PROVISIONS OF THIS DECLARATION IS DESCRIBED ON THE PLAT.

## ARTICLE V. DEFINITIONS

- 5.1 ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN ARTICLE VI OF THIS DECLARATION.
- 5.2 ASSOCIATION. ASSOCIATION SHALL MEAN THE SHILOH PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- 5.3 BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- 5.4 CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS) APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE, OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- 5.5 COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED IN ARTICLE IX HEREOF.
- 5.6 COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- 5.7 DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGNEE OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- 5.8 DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHILOH AT BATTLE CREEK.
- 5.9 LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS (RESERVE A OR B ) OR STREET AS SHOWN ON THE PLAT.
- 5.10 MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- 5.11 OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- 5.12 PLAT. PLAT SHALL MEAN THE PLAT OF SHILOH AT BATTLE CREEK, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- 5.13 PROPERTY. PROPERTY SHALL MEAN THE REAL PROPERTY REFERRED TO IN SECTION 5.12 ABOVE.
- 5.14 RESERVE. RESERVE AREA SHALL MEAN THE AREA IN WHICH THE LANDSCAPE MEDIANS LIE, AS SHOWN ON THE PLAT.

## ARTICLE VI. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE DECLARANT DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DECLARANT, ITS SUCCESSORS AND ASSIGNS.

THEREFORE, THE DECLARANT DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE DECLARANT,

6.1 NOTWITHSTANDING ANY OF THE FOLLOWING PRIVATE BUILDING AND USE RESTRICTIONS, THE CITY OF BROKEN ARROW BUILDING CODES AND ZONING REGULATIONS SHALL BE THE GOVERNING AUTHORITY.

ANY AND ALL CHANGES, AMENDMENTS, OR MODIFICATIONS TO PUD NO. 94 MUST BE APPROVED BY THE APPROPRIATE CITY OF BROKEN ARROW AUTHORITY: PLANNING COMMISSION, CITY COUNCIL, OR BOARD OF ADJUSTMENT. THE OWNER, PRIOR TO CONSTRUCTION, SHALL OBTAIN ALL APPROPRIATE PERMITS, AND ALL SUCH CONSTRUCTION WILL COMPLY WITH THE APPROPRIATE CODES OF THE CITY OF BROKEN ARROW.

### 6.2 ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

(A) NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE COMPOSED OF GARY SODERSTROM, DUANE TREAT, AND GREG SIMMONS, OR THEIR DULY AUTHORIZED REPRESENTATIVE(S) OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEMES, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

(B) THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS; THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

(C) THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE FIRST DAY OF JANUARY 2,000, OR WHEN 95% OF THE LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS FIRST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

### 6.3 FLOOR AREA OF DWELLINGS:

(A) SINGLE STORY: A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.

(B) TWO STORY AND STORY AND A HALF: IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.

(C) COMPUTATION OF LIVING AREA: THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLAT LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES (7'6") IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN FEET SIX INCHES (7'6") FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE FEET (5') IN HEIGHT SHALL BE EXCLUDED.

(D) WAIVER: THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE MINIMUM FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPHS (A) AND (B).

#### 6.4 BUILDING MATERIAL REQUIREMENTS

(A) STEM WALLS. ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE OF BRICK OR STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

(B) ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 8/12 PITCH FOR ROOF SYSTEMS ON SINGLE STORY AND 6/12 FOR TWO STORY DWELLINGS SHALL BE USED.

(C) EXTERIOR WALLS. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST 95% MASONRY; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS. (EXCLUSIVE OF FIREPLACE CHOSEN).

(D) WINDOWS: ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES WILL BE IN COLOR HARMONY WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.

(E) SIDING. SIDING AND FASCIA SHALL BE IN EARTH TONE COLORS AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

(F) CHIMNEYS: ALL CHIMNEYS FRONTING THE STREET SHALL BE BRICK, STONE OR STUCCO. CHIMNEY CAPS SHALL BE RECTANGULAR AND SHALL BE BLACK OR DARK EARTH TONES.

(G) MAIL BOXES: ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE CAST ALUMINUM OR CAST IRON.

(H) WAIVER. THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE

6.5 COMMERCIAL STRUCTURES. NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED FOR BUSINESS, PROFESSIONAL TRADE OR COMMERCIAL PURPOSES ON ANY PORTION OF ANY LOT

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

(A) SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED SIX (6) SQUARE FEET IN DISPLAY SURFACE AREA.

(B) DURING THE DEVELOPMENT PERIOD OF SHILOH AT BATTLE CREEK, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT MAY BE LOCATED AT THE ENTRANCES TO SHILOH AT BATTLE CREEK.

(C) PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO SHILOH AT BATTLE CREEK.

6.7 EXISTING BUILDING. NO EXISTING ERECTED BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACED ON ANY LOT.

## 6.8 TEMPORARY STRUCTURES AND OUTBUILDINGS

(A) NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.

(B) EXCEPT FOR BUILDINGS EXISTING AT THE TIME OF FILING OF THIS PLAT, ANY BUILDING WHICH IS DETACHED FROM THE PRINCIPAL DWELLING STRUCTURE SHALL BE LIMITED TO BUILDINGS CUSTOMARILY ACCESSORY TO A SINGLE-FAMILY DWELLING, SHALL BE OF A SIMILAR ARCHITECTURAL DESIGN AS THE PRINCIPAL DWELLING, AND SHALL NOT BE ERECTED UNTIL THE SPECIFICATIONS AND DESIGN THEREOF ARE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

6.9 VEHICLE STORAGE AND PARKING. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE

LOCATED, PARKED OR STORED WITHIN A SIDE, FRONT OR REAR YARD.

6.10 LANDSCAPING REQUIREMENTS. EACH LOT OWNER SHALL COMPLETELY SOD THE YARD FROM THE FRONT OF THE HOUSE TO THE STREET CURB AFTER COMPLETION OF CONSTRUCTION OF THE HOUSE.

EACH LOT OWNER SHALL HAVE TWO (2) TREES OF FOUR INCH (4") CALIPER OR LARGER WITHIN THE FRONT YARD AREA. EACH TREE PLANTED SHALL BE PLACED A MINIMUM DISTANCE OF SIX (6') FEET FROM THE EDGE OF THE SIDEWALK NEAREST THE RESIDENCE AND SHALL BE PLACED BETWEEN THE SIDEWALK AND THE RESIDENCE.

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

## ARTICLE VII. ARCHITECTURAL CONTROL

7.1 APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT AS TO DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE SHALL APPROVE THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS HE OR SHE DEEMS APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.

7.2 FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS AS REFERRED TO IN SECTION 7.3 BELOW.

7.3 STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL PREPARE AND FURNISH TO ANY OWNER WRITTEN STANDARDS WHICH SHALL SET FORTH THE GENERAL PURPOSES OF THE ARCHITECTURAL CONTROL COMMITTEE IN REVIEWING PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY, BASIC BUILDING RESTRICTIONS AND REQUIREMENTS, ARCHITECTURAL REVIEW PROCEDURES AND REQUIREMENTS AND REGULATIONS APPLICABLE WITH RESPECT TO CONSTRUCTION. SUCH STANDARDS MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE.

7.4 FEE FOR ARCHITECTURAL REVIEW. EACH OWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES IN EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$50 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR, EFFECTIVE JANUARY 1978 (OR, IF ISSUANCE OF SUCH CONSUMER PRICE INDEX IS DISCONTINUED, AS MEASURED BY ANY COMPARABLE, RECOGNIZED COST-OF-LIVING INDEX). ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY, 1987 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

7.5 GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE; ADOPTING STANDARDS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS: (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION; (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION; (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS; (E) TO PRESERVE VISUAL CONTINUITY AND TO PREVENT ANY MARKED OR UNNECESSARY TRANSITION BETWEEN IMPROVED AND UNIMPROVED AREAS; (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY. (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA. (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS; AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE AS SEEN FROM THE GOLF COURSE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY AS IT MAY DEEM APPROPRIATE.

7.6 COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH ANY PLANS AND SPECIFICATIONS THEREFOR GIVEN TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATIONS THEREFOR SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

#### 7.7 REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN, AND UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF, FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED; (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES, LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 4% PER ANNUM OVER THE PRIME OR BASE INTEREST RATE CHARGED FROM TIME TO TIME ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT: (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCER OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED IF THE BANK REFERRED TO ABOVE DOES NOT HAVE A PRIME OR BASE RATE IN EFFECT AT ANY TIME, THE BOARD SHALL ESTABLISH AN APPLICABLE RATE

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION 7.7 PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT, ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERRED TO TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE

7.8 RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

7.9 ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH HEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE

7.10 VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME WHEN CIRCUMSTANCES SUCH AS TOPOGRAPHY, NATURAL OBSTRUCTIONS OR HARDSHIP MAY REQUIRE. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED. IF SUCH VARIANCES ARE GRANTED, NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE.

7.11 DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE VI SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS



## ARTICLE VIII. ARCHITECTURAL CONTROL COMMITTEE

8.1 ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION 8.1 TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.

8.2 ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.

8.3 POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.

8.4 ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY AS PROVIDED IN SECTION 5.4 HEREOF, TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

## ARTICLE IX. FORMATION AND FUNCTIONS OF THE ASSOCIATION

9.1 FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.

9.2 PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.

9.3 ASSOCIATION MAY TAKE ACTION IF NONCOMPLIANCE BY OWNERS; COMPLIANCE EXPENDITURES. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE TO THE OWNER MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS, AND WITH RESPECT TO SUCH LOT OWNER, ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.

9.4 RULES AND REGULATIONS; FINES. THE ASSOCIATION SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION THROUGH REASONABLE AND UNIFORMLY APPLIED FINES.

9.5 INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

9.6 BATTLE CREEK MASTER PROPERTY OWNERS ASSOCIATION. BATTLE CREEK PROPERTY OWNERS ASSOCIATION WILL BE THE MASTER ASSOCIATION COMBINED OF SHILOH, WAKEFIELD HEIGHTS, MAPLEWOOD CROSSING AND FUTURE SECTIONS OF THE BATTLE CREEK DEVELOPMENT YET TO BE NAMED. EACH SUB-ASSOCIATION WILL OPERATE UNDER ITS OWN DUES STRUCTURE AND BE ADMINISTERED BY ITS INDIVIDUAL OFFICERS OF WHICH IN THE FUTURE ONE WILL SERVE AS A REPRESENTATIVE TO THE MASTER ASSOCIATION BOARD.

## ARTICLE X. OPERATION OF THE ASSOCIATION; ASSESSMENTS

10.1 MEMBERSHIP IN THE ASSOCIATION. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT; PROVIDED, HOWEVER, IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT DURING THE TIME SUCH CONTRACT IS IN FORCE, IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

10.2 BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

10.3 CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS, BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

10.4 ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION 10.5 HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JANUARY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE IN APRIL 1997.

### 10.5 ANNUAL ASSESSMENT: (SHILOH)

(A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING APRIL 1, 1997, SHALL BE ONE HUNDRED AND TWENTY DOLLARS (\$120) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN 10.5(B) BELOW.

(B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER DECEMBER 31, 1997, MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION 10.5 ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

10.6 USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF RECREATIONAL FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS, FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, IN THE OPINION OF THE ASSOCIATION, FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

10.7 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

10.8 LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

10.9 SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF, WHICH SALE OR TRANSFER SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS THEREOF WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. UPON ACQUISITION OF TITLE TO A LOT, AN OWNER SHALL BE BOUND BY THE TERMS HEREOF.

10.10 NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT BEEN PROPERLY EXERCISING ITS DUTIES AND POWERS UNDER THIS DECLARATION.

## ARTICLE XI. PROPERTY RIGHTS

11.1 EASEMENT IN COMMON AREAS. DECLARANT HEREBY DEDICATES AND CONVEYS TO EACH OWNER A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREAS; PROVIDED, HOWEVER, NO COMMON AREAS MAY BE USED FOR RECREATION, HIKING, NATURE STUDY, PICNICKING OR OTHER USES EXCEPT AS AUTHORIZED FROM TIME TO TIME BY THE BOARD. SAID RIGHT AND EASEMENT SHALL NOT BE PERSONAL BUT SHALL BE CONSIDERED TO BE APPURTENANT TO SAID LOTS, WHETHER SPECIFICALLY SET FORTH IN DEEDS TO THE LOTS OR NOT. DECLARANT HEREBY COVENANTS FOR ITSELF, ITS SUCCESSORS AND ASSIGNS THAT IT WILL CONVEY BY SPECIAL WARRANTY DEED, AT SUCH TIME AS DECLARANT NO LONGER OWNS ANY LOT, OR SUCH EARLIER DATE AS DECLARANT SHALL DETERMINE IN ITS SOLE DISCRETION, A FEE SIMPLE TITLE TO THE COMMON AREAS TO THE ASSOCIATION, FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT ANY CURRENT AD VALOREM OR SPECIAL ASSESSMENT TAXES. THE ASSOCIATION SHALL ACCEPT TITLE TO SUCH COMMON AREAS, TOGETHER WITH THE RESPONSIBILITY TO PERFORM ANY AND ALL FUNCTIONS AND DUTIES ASSOCIATED THEREWITH, INCLUDING THE RESPONSIBILITY FOR THE PAYMENT OF TAXES AND INSURANCE ON THE COMMON AREAS AND FOR THE PROPER MAINTENANCE OF THE OPEN SPACES. THE TITLE TO THE COMMON AREAS VESTED IN THE ASSOCIATION SHALL BE SUBJECT TO THE RIGHTS AND EASEMENTS OF ENJOYMENT IN AND TO SUCH COMMON AREAS BY ITS MEMBERS.

11.2 DESCRIPTION OF COMMON AREAS. THE COMMON AREAS CONSIST OF THE FOLLOWING REAL ESTATE:

(A) RESERVE A AND RESERVE B AS SHOWN ON THE FINAL PLAT.

(B) ALL RESERVE A, RESERVE B AND LANDSCAPE EASEMENT AREAS AS SHOWN ON THE PLAT.

11.3 RESERVATION OF RIGHTS IN COMMON AREAS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, DECLARANT RESERVES THE RIGHT TO GRANT EASEMENTS WITHIN THE COMMON AREAS FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, DRAINAGE COURSE, PUBLIC WALKWAYS AND OTHER PUBLIC UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE COMMON AREAS.

## ARTICLE XII. ADDITIONAL LAND

12.1 ADDITIONAL LAND. DECLARANT MAY FROM TIME TO TIME ANNEX ADDITIONAL REAL PROPERTY, INCLUDING ADDITIONAL COMMON AREAS, TO THE PROPERTY COVERED BY THIS DECLARATION, AND THEREBY SUBJECT THE SAME TO ALL OF THE TERMS, PROVISIONS AND CONDITIONS OF THIS DECLARATION BY THE EXECUTION AND FILING FOR RECORDATION WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA OF AN INSTRUMENT EXPRESSLY STATING AN INTENTION SO TO ANNEX AND DESCRIBING SUCH ADDITIONAL REAL PROPERTY TO BE SO ANNEXED. DURING A TEN (10) YEAR PERIOD COMMENCING WITH THE DATE OF THE RECORDING OF THIS DECLARATION, DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY ANNEX SUCH ADDITIONAL REAL PROPERTY, IN ITS ABSOLUTE DISCRETION. FROM AND AFTER THE TERMINATION OF SAID TEN YEAR PERIOD, SUCH ADDITIONAL REAL PROPERTY MAY BE ANNEXED TO THE PROPERTY, PROVIDED THAT SUCH ANNEXATION IS APPROVED IN WRITING BY A MAJORITY OF THE VOTES OF THE MEMBERS ENTITLED TO VOTE.

## ARTICLE XIII. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

13.1 LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT WILL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

13.2 RIGHTS OF CITY OF BROKEN ARROW. RESERVE A, RESERVE B, AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, THE CITY OF BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH TITLE II OKLAHOMA STATUTES AND CHAPTER 15 BROKEN ARROW CODE.

13.3 RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

13.4 TREES. WITH THE EXCEPTION OF TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS ON ANY LOT OR COMMON AREAS (WHICH IMPROVEMENTS ARE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THIS DECLARATION) OR WITHIN TEN FEET (10') OF SUCH IMPROVEMENTS, OR TREES REFERRED TO IN SECTION 8.10 HEREOF, NO TREE HAVING A DIAMETER OF THREE INCHES (3") OR MORE (MEASURED FROM A POINT TWO FEET [2'] ABOVE GROUND LEVEL) SHALL BE REMOVED FROM ANY LOT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY. EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE, THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION 13.4, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTING OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.

13.5 ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED ON ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON THE BATTLE CREEK GOLF COURSE PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED. ALL ANIMALS REFERRED TO IN THIS PARAGRAPH SHALL BE KEPT INSIDE THE HOMES AT NIGHT AND OWNERS SHALL CONTROL EMITTED NOISES (E.G., BARKING HOWLING, ETC.) AT ALL TIMES TO PROVIDE QUIET ENJOYMENT FOR ALL OWNERS.

13.8 SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE "FOR SALE" SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS' NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.

13.7 MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.

13.8 NO STORAGE; TRASH. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.

13.9 PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.

13.10 SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2'-6") ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.

13.11 MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.

- 13.12 GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOORS WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- 13.13 NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- 13.14 MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- 13.15 OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- 13.16 LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- 13.17 NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- 13.18 NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS.
- 13.19 DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- 13.20 RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- 13.21 SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- 13.22 BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- 13.23 LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- 13.24 INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:



(A) NO SUCH FENCE SHALL EXCEED FOUR FEET (4') IN HEIGHT. NO FENCE SHALL BE ERECTED OR MAINTAINED NEARER TO THE STREETS WITHIN THE SUBDIVISION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT, EXCEPT FOR DECORATIVE FENCES SET FORTH IN PARAGRAPH (B) IMMEDIATELY BELOW. EXCEPT AS SET FORTH IN PARAGRAPHS (B) AND (C) IMMEDIATELY BELOW, ALL FOUR FOOT FENCES OCCURRING ON THE LOT OR PROPERTY LINES WILL BE CONSTRUCTED OF FOUR FOOT (4') GREEN CHAIN LINK WITH TREATED WOOD POSTS AND RAILS.

(B) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS SHALL NOT EXCEED THREE FEET (3') IN HEIGHT AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON, ETC.) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. NOTE: SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.

(C) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN THIS SUBDIVISION AND THAT CERTAIN LAND OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY AS THE BATTLE CREEK GOLF COURSE, WHICH PERIMETER FENCING SHALL MEET THE FOLLOWING SPECIFICATIONS:

(1) PERIMETER FENCING SHALL BE REQUIRED UPON ALL LOTS SHARING A COMMON BOUNDARY WITH THE LAND OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY AS THE BATTLE CREEK GOLF COURSE, WHICH PERIMETER FENCING SHALL BE CONSTRUCTED ALONG AND PARALLEL TO SAID COMMON BOUNDARY.

(2) SAID PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT.

(3) SAID PERIMETER FENCING SHALL BE LIMITED TO GALVANIZED CHAIN LINK CONSTRUCTION, AND THE FENCING MATERIALS SHALL BE LIMITED TO HOT-DIPPED GALVANIZED, RESIDENTIAL GRADE FENCING MATERIAL, WHICH SHALL BE GREEN IN COLOR. PERIMETER FENCING SHALL BE UNIFORM IN HEIGHT, DESIGN AND MATERIAL, AND NO GATES OR OTHER OPENINGS SHALL BE PERMITTED IN THE PERIMETER FENCING.

(4) WITH RESPECT TO ALL LOTS WITHIN THE SUBDIVISION UPON WHICH PERIMETER FENCING IS LOCATED; ANY SIDE YARD FENCE LOCATED THEREON SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING AND BE OF SAME SPECIFICATIONS.

(5) WITH RESPECT TO ALL LOTS WITHIN THE SUBDIVISION ABUTTING OMAHA STREET, PERIMETER FENCING SPECIFICATIONS SHALL NOT APPLY AS DEFINED ABOVE. NORMAL CITY OF BROKEN ARROW FENCE STANDARDS APPLY.

(D) NO FENCE OR WALL SHALL BE ERECTED ON ANY LOT UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS PROVIDED IN ARTICLE VIII, AND THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE IN A PARTICULAR INSTANCE THE REQUIREMENTS OR LIMITATIONS SET FORTH IN PARAGRAPHS (A) AND (B) OF THIS SECTION.

13.25 BALL FLIGHT LICENSE. DECLARANT HEREBY GRANTS A LICENSE TO THE BROKEN ARROW PUBLIC GOLF AUTHORITY, AND TO ITS SUCCESSORS, ASSIGNS, AND INVITEES, FOR THE BENEFIT OF THE LAND OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY AS BATTLE CREEK GOLF COURSE, TO PERMIT PERSONS LAWFULLY UTILIZING SAID GOLF COURSE TO INADVERTENTLY, UNINTENTIONALLY OR ACCIDENTALLY DRIVE GOLF BALLS FROM SAID GOLF COURSE ONTO THE LANDS DESCRIBED HEREIN (BUT WITHOUT ANY RIGHT OR AUTHORITY TO ENTER UPON THE LANDS DESCRIBED HEREIN, OR ANY PART OR PORTION THEREOF, TO RETRIEVE SAID GOLF BALLS; OR OTHERWISE). DECLARANT AND EACH LOT OWNER ACKNOWLEDGED THAT THE INADVERTENT OR UNINTENTIONAL DRIVING OF GOLF BALLS ONTO LANDS DESCRIBED HEREIN FROM SAID GOLF COURSE WILL NOT CONSTITUTE A NUISANCE OR ACTS OF TRESPASS AND THAT THE BROKEN ARROW PUBLIC GOLF AUTHORITY WILL INCUR NO LIABILITY TO DECLARANT OR ANY LOT OWNER AS A RESULT THEREOF. DECLARANT AND EACH LOT OWNER ACKNOWLEDGES THAT THE LAND DESCRIBED HEREIN IS AND SHALL BE OUT-OF-BOUNDS WITH RESPECT TO SAID GOLF COURSE, AND THAT PLAY WILL NOT BE PERMITTED FROM OR UPON THE LANDS DESCRIBED HEREIN, ONTO THE SAID GOLF COURSE, OR OTHERWISE (I.E., THE DRIVING OF GOLF BALLS FROM THE LAND DESCRIBED HEREIN ONTO THE ABOVE LANDS OWNED AND OPERATED BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY IS PROHIBITED). THE FOREGOING LICENSE SHALL BE FOR THE BENEFIT OF THE BROKEN ARROW PUBLIC GOLF AUTHORITY, ITS SUCCESSORS, ASSIGNS AND INVITEES, PROVIDED, HOWEVER, THE SAME SHALL BE ENFORCEABLE SOLELY BY THE BROKEN ARROW PUBLIC GOLF AUTHORITY.

## ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.1 DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA, AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION 14.1 IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION 14.2 HEREOF.

14.2 AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION, BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, PROVIDED THAT SO LONG AS DECLARANT OWNS TWENTY (20) LOTS, ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

14.3 EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

14.4 ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

14.5 LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

14.6 SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

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

14.8 CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

14.9 NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.



AMENDMENT TO COVENANTS AND RESTRICTIONS OF  
SHILOH AT BATTLE CREEK  
(P.U.D. #94)

This AMENDMENT TO COVENANTS AND RESTRICTIONS ("Amendment") is entered in Tulsa, Oklahoma, on December \_\_\_, 1998, by the owners of a majority of the lots of Shiloh at Battlecreek pertaining to the following described real property (the "Property"):

All of SHILOH AT BATTLECREEK, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according the recorded Plat thereof.

WHEREAS, the Deed of Dedication, Covenants And Restrictions of Shiloh at Battle Creek ("the Covenants") were established and entered by the Declarant and filed of record on March 30, 1997, at Book 5896, Page 1525 in the office of the Tulsa County Clerk;

WHEREAS, paragraph 14.2 of the Covenants, entitled Amendment of Declaration, reserves to the owners of a majority of the lots within the Property, the power, among other things, to repeal or amend the Covenants "by the recording of a written instrument or instruments specify the amendment or repeal executed by the owners . . . of not less than a majority of the lots then subject to this Declaration . . .";

WHEREAS, the owners of a majority of the lots within the Property have agreed that it is in the best interests of all owners of all lots within the Property to amend (for purposes of clarification and otherwise) certain of the Covenants;

WHEREAS, an Abstractor's certificate has been obtained and is attached hereto indicating the actual owners of the lots within the Property;

NOW, THEREFORE, it is agreed and determined according to law that the following amendments to the Covenants become effective immediately upon the recording of this document:

Amendment 1. 6.4(F) Chimneys. (1) That portion of any chimney facing the front yard of the home and (2) on a corner lot, that portion of any Chimney which faces a side street shall be covered with a veneer of brick, stone or Stucco. Chimney caps are required and shall be painted.

Amendment 2. 13.24 Interior Fences or Walls. Perimeter fences situated along the sides and rear lot lines comply with the following:

(A). Except as set forth in paragraphs (B) & (C) immediately below, such fences may be up to, but not exceed, six feet (6') in height. Except as set forth in paragraphs (B) and (C) immediately below, privacy fences shall be permitted. No fence shall be erected or maintained nearer to the

streets within the subdivision than the building setback lines depicted on the plat, except for decorative fences set forth in paragraph (B) immediately below.

(B). No Change.

(C). No Change.

(C)(1). No Change.

(C)(2). No Change.

(C)(3). Said Perimeter fencing shall be limited to galvanized chain link construction, and the fencing materials shall be limited to hot-dipped galvanized, residential grade fencing material, which shall be green in color. The fence posts and rails shall be of treated wood. Perimeter fencing shall be uniform in height, design and material and no gates or other openings shall be permitted in the perimeter fencing.

(C)(4). With respect to all lots within the subdivision upon which perimeter fencing is located, any side yard fence located thereon shall be tapered in height to four feet (4') within thirty feet (30') of the perimeter fencing. From said point, said side yard fencing must conform to the perimeter fencing specifications set forth in this paragraph (C) for the entire 30' span back to the perimeter fencing.

(C)(5). No Change.

(D). No Change

Amendment 3. 13.26 Galvanized Roof Protrusions. All heating stacks, plumbing vents and other galvanized roof protrusions shall be painted in a dark earth tone color.

Signatures on following pages.



AMENDMENT TO COVENANTS AND RESTRICTIONS OF  
SHILOH AT BATTLE CREEK  
(P.U.D. #94)

This ADMENDMENT TO COVENANTS AND RESTRICTIONS ("Amendment") is entered in Tulsa, Oklahoma, on October 1, 2001, by the owners of a majority of the lots of Shiloh at Battle Creek pertaining to the following described real property (the "Property"):

All of SHILOH AT BATTLE CREEK, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

WHEREAS, the Deed of Dedication, Covenants and Restrictions of Shiloh at Battle Creek ("the Covenants") were established and entered by the Declarant and filed of record on March 30, 1997, at Book 5896, Page 1525 in the office of the Tulsa County Clerk;

WHEREAS, paragraph 14.2 of the Covenants, entitled Amendment of Declaration, reserves to the owners of a majority of the lots within the Property, the power, among other things, to repeal or amend the Covenants "by the recording of a written instrument or instruments specify the amendment or repeal executed by the owners . . . of not less than a majority of the lots then subject to this declaration . . .";

WHEREAS, the owners of a majority of the lots within the Property have agreed that is in the best interests of all owners of all lots within the Property to amend (for purposes of clarification and other wise) certain of the Covenants;

NOW, THEREFORE, it is agreed and determined according to the law that the following amendments to the covenants become effective immediately upon the recording of this document:

Amendment 1. ARTICLE VI. Private Building and Use Restrictions

6.10 Landscaping Requirements

**Current Text** ..... Each lot owner shall have two (2) trees of four inch (4") caliper or larger within the front yard area. ...

Each lot owner shall plant the equivalent worth of \$1000.00 in landscaping materials (trees, shrubs, bushes, ground cover, etc.) exclusive of sodding and the two trees required above. ...

**Amended Text** ..... Each lot owner shall have at least one (1) tree of two inch (2") caliper or larger (as measured at the base of the trunk at ground level when planted) within the front yard area. ....

Each lot owner shall plant the equivalent worth of \$1000.00 in landscaping

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materials (trees, shrubs, bushes, ground cover, etc.) exclusive of sodding and the tree required above. ....

6620 0221

The following signatures certify that the majority of lot owners have voted to approve this amendment.

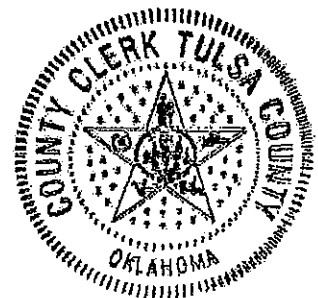
Todd Weyher  
Todd Weyher, President - Shiloh Home Owners Association

Jim Sharp  
Jim Sharp, Vice President - Shiloh Home Owners Association

Jeff Crawford  
Jeff Crawford, Board Member - Shiloh Home Owners Association

Wes Smithwick  
Wes Smithwick, Board Member - Shiloh Home Owners Association

John T. Carter  
John T. Carter, Board Member - Shiloh Home Owners Association



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SHILOH AT BATTLE CREEK  
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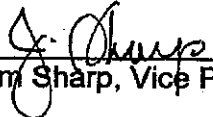
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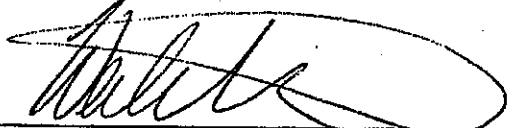
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The following signatures certify that the majority of lot owners have voted to approve this amendment.

  
Todd Weyher, President - Shiloh Home Owners Association

  
Jim Sharp, Vice President - Shiloh Home Owners Association

  
Jerry Crawford, Board Member - Shiloh Home Owners Association

  
Wes Smithwick, Board Member - Shiloh Home Owners Association

  
John T. Carter, Board Member - Shiloh Home Owners Association