

SPRING LAKE MOUNTAIN ESTATES II- DEED OF DEDICATION *(signed deed of record 6-7-2024)*

LET IT BE KNOWN BY ALL PEOPLE;

THAT JADE DEVELOPMENT L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND DAVID AND JEANIE KVACH, HUSBAND AND WIFE, HEREIN AFTER REFERRED TO JOINTLY AS THE "OWNER" "DEVELOPER" OR "JADE", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATED IN CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4); THENCE NORTH 88°40'48" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 313.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°40'48" EAST ALONG SAID NORTH LINE, A DISTANCE OF 833.49 FEET TO THE WESTERLY LINE OF SPRING LAKE MOUNTAIN ESTATES I, PLAT NO. 5117; THENCE ALONG SAID WESTERLY LINE FOR THE NEXT SIX CALLS; THENCE SOUTH 01°16'19" EAST, A DISTANCE OF 256.03 FEET; THENCE SOUTH 39°21'27" EAST, A DISTANCE OF 241.88 FEET; THENCE SOUTH 01°16'19" EAST, A DISTANCE OF 331.75 FEET; THENCE SOUTH 53°31'11" EAST, A DISTANCE OF 279.21 FEET; THENCE NORTH 89°45'55" EAST, A DISTANCE OF 66.56 FEET; THENCE SOUTH 01°16'19" EAST, A DISTANCE OF 393.73 FEET; THENCE SOUTH 88°44'37" WEST, A DISTANCE OF 317.47 FEET; THENCE SOUTH 01°01'24" EAST, A DISTANCE OF 124.99 FEET; THENCE SOUTH 88°58'19" WEST, A DISTANCE OF 427.21 FEET; THENCE NORTH 19°44'21" WEST, A DISTANCE OF 681.83 FEET; THENCE NORTH 39°11'38" WEST, A DISTANCE OF 582.62 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET, A CHORD BEARING OF NORTH 70°17'04" EAST, A CHORD DISTANCE OF 83.71 FEET, AND AN ARC DISTANCE OF 84.36 FEET; THENCE NORTH 07°19'45" WEST, A DISTANCE OF 285.22 FEET; THENCE NORTH 01°19'12" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,185,008 SQUARE FEET OR 27.20 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 16 LOTS IN 3 BLOCKS AND 2 RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "**SPRING LAKE MOUNTAIN ESTATES II,**" A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "**SPRING LAKE MOUNTAIN ESTATES 2**" OR "**SLME 2.**").

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "**SPRING LAKE MOUNTAIN ESTATES 2**" (**SLME 2**).

SECTION I. MUTUALITY OF BENEFIT AND OBLIGATIONS

A. PURPOSE & TERM

1. IN ORDER TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF SLME 2 AND THE CONTINUED COMPATIBILITY OF USE AND IMPROVEMENTS WITHIN SLME2, THE OWNER HAS ESTABLISHED THE FOLLOWING RESTRICTIONS AND COVENANTS.
2. THESE COVENANTS SHALL RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PARTIES, AND SUCCESSORS IN TITLE TO THE LAND FOR PERPETUITY, UNLESS OTHERWISE AGREED TO IN WRITING BY THE THEN OWNERS OF AT LEAST 75% OF THE SUBDIVISION LOTS. THESE ARE ENFORCEABLE UNDER CIVIL LAW AND BY THE APPROPRIATE AUTHORITIES HAVING JURISDICTION IN THIS LOCATION.
3. ALL OF THE FOLLOWING RESTRICTIONS, CONDITIONS, CHARGES, COVENANTS, AND AGREEMENTS BELOW ARE MADE FOR THE MUTUAL BENEFIT OF EACH AND EVERY LOT OF SLME 2; TO CREATE RECIPROCAL RIGHTS BETWEEN THE RESPECTIVE OWNERS OF ALL OF THE LOTS IN SLME 2, TO CREATE A PRIVY OF CONTRACT AND ESTATE BETWEEN THE GRANTEEES OF EACH LOT, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS; AND SHALL OPERATE AS COVENANTS RUNNING WITH THE LAND FOR THE BENEFIT OF EACH AND ALL OTHER LOTS IN SLME 2 AND THEIR RESPECTIVE

OWNERS. EACH RESTRICTION SHALL BE BINDING UPON THE OWNER OF EACH LOT (ALSO KNOWN AS "LOT OWNER"), UPON ANY PURCHASER OF ANY LOT, AND UPON ANY HEIRS, PERSONAL REPRESENTATIVE'S SUCCESSORS OR ASSIGNS, EXACTLY AS IF EACH PARTY HAD PERSONALLY SIGNED AND ACCEPTED THIS DECLARATION.

SECTION II. PUBLIC STREETS, UTILITIES, EASEMENTS, AND RESERVES

A. PUBLIC STREETS, UTILITY, EASEMENTS

1. THE OWNER DEDICATES TO THE PUBLIC, THE USE OF THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DO FURTHER DEDICATE FOR PUBLIC USE THE EASEMENTS AND RIGHTS-OF-WAY, DESIGNATED ON THE ACCOMPANYING PLAT, FOR THE GENERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING, REPLACING ANY AND ALL PUBLIC UTILITIES INCLUDING ANY STREET, SEWER, COMMUNICATION, POWER, GAS, AND WATER SYSTEMS, WITH ALL FITTINGS, INCLUDING POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND APPURTENANCES WITH THE RIGHT OF ACCESS TO THESE EASEMENTS AND RIGHTS-OF-WAY FOR THEIR USE. THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY OR RELAY, HAVE ACCESS TO THE WATER LINES ACROSS AND ALONG ALL OF THE PUBLIC STREETS, AND UTILITY EASEMENTS, SHOWN IN THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE TO THE LOTS INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS, OKLAHOMA (HEREINAFTER THE "CITY"), AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER AND STORM SEWERS

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY, WOULD INTERFERE WITH PUBLIC WATER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
4. THE CITY, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR STORM SEWER FACILITIES.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. SANITARY SEWER SYSTEM

1. EACH LOT OWNER IN SLME 2 SHALL HAVE A PRIVATE AEROBIC SEWAGE SYSTEM, WITH PERMIT FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (OKDEQ); AND INSTALLED BY A CERTIFIED INSTALLER.

2. OBLIGATION FOR MAINTENANCE- EACH LOT OWNER IS RESPONSIBLE FOR MAINTENANCE OF THEIR AEROBIC SEWER SYSTEM.
3. ALARMS- HOMEOWNER SHALL INSTALL A SERVICE/TROUBLE ALARM INSIDE THE HOME. BLINKING LIGHTS OUTSIDE ARE APPROVED.
4. THE HOA RESERVES THE RIGHT TO NOTIFY THE HOME OWNER OF NOXIOUS SMELLS THAT MAY ALERT THE NEIGHBORHOOD THAT MAINTENANCE OF THE SEWAGE SYSTEM IS REQUIRED.
5. IN CASE THE HOMEOWNER IS NOT ABLE TO MAKE REPAIRS, THE HOA RESERVES THE RIGHT TO WORK WITH THE LOT OWNER AND MAKE EMERGENCY REPAIRS; TO CALL AN AEROBIC SEWER SERVICE/MAINTENANCE COMPANY TO INSPECT AND REPAIR THE FAILED SEWER SYSTEM, AND TO CHARGE THE LOT OWNER. IF THE LOT OWNER FAILS TO REIMBURSE THE HOA WITHIN 30 DAYS OF BILLING, THE BALANCE SHALL BE IN DEFAULT. NONPAYMENT OF THE INVOICE WITHIN 60 DAYS AFTER THE DUE DATE SHALL BEAR INTEREST AT THE RATE OF 1% PER MONTH. IN THE EVENT OF NONPAYMENT FOR (1) ONE YEAR, A LIEN FOR ASSESSMENTS, FOR CHARGES FOR LATE PAYMENT OF THOSE ASSESSMENTS, FOR REASONABLE COLLECTION FEES AND FOR REASONABLE ATTORNEY FEES AND COSTS INCURRED MAY BE FILED AGAINST THE LOT. NO LOT OWNER OR OWNERS MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR IN THIS DECLARATION BY ABANDONMENT OF HIS/HER LOT. THE ASSESSMENT LIEN PROVIDED FOR IN THIS SECTION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN.
6. THE LOT OWNER AGREES TO ALLOW ACCESS TO THE SANITARY SEWER SYSTEM BY THE DESIGNATED MAINTENANCE REPRESENTATIVE, AS DIRECTED BY THE HOA PRESIDENT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE, PERMISSION FOR EMERGENCY REPAIRS BY THE HOA, OR ITS AGENT.
7. THE HOA RESERVES THE RIGHT TO CALL DEQ, THE CITY OR OTHER THE GOVERNMENTAL REGULATORY AUTHORITY, IF THE HOME OWNER IS NOT RESPONSIVE FOR REPAIRING OR PROPER MAINTENANCE OF AEROBIC SEWER.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, "PROVIDED THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES".

E. UTILITY SERVICES

1. UNDERGROUND LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED ALONG 41ST STREET ON THE NORTH PERIMETER OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE

DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2½ FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE RESPECTIVE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE. THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE, AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

F. SURFACE DRAINAGE EASEMENTS

1. ALL LOTS WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE OWNER OF EACH LOT SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY FENCING, STRUCTURE, PLANTING OR OTHER ABOVE GROUND OBSTRUCTION WHICH MAY CHANGE THE DIRECTION OF FLOW THROUGH DRAINAGE CHANNELS IN THE EASEMENTS OR CAUSE EROSION OF THE EASEMENT GRADE, WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT.
2. EACH LOT OWNER IS RESPONSIBLE TO MOW, REMOVE LEAVES AND DEBRIS FROM DRAINAGE AREAS ON OR ADJACENT TO THEIR PROPERTY AT THEIR COST IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF SAND SPRINGS.
3. NO BUILDING SHALL BE CONSTRUCTED OVER AN EXISTING OR NEWLY CONSTRUCTED SURFACE DRAINAGE DITCH OR DEPRESSION.
4. IN THE EVENT SAID LOT OWNERS SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGE EASEMENT, THE CITY OF SAND SPRINGS, MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF THE PERFORMING SAID MAINTENANCE SHALL BE PAID BY SAID LOT OWNERS PROPORTIONALLY, ON THE BASIS OF LOT OWNERSHIP. IN THE EVENT OF SAID LOT OWNERS FAILING TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN 30 DAYS, AFTER COMPLETION OF SAID MAINTENANCE, SAID COST SHALL BE A LIEN AGAINST ALL LOTS IN THE ADDITION, FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF SAND SPRINGS.

G. SIGN EASEMENTS

SIGN EASEMENTS AT THE ENTRANCE OF THE SUBDIVISION TO SLME 2 SHALL BE FOR THE SOLE PURPOSE OF IDENTIFYING THE SUBDIVISION AND SHALL BE MAINTAINED, SUCH AS MOWING, BY THE ADJACENT HOME OWNERS.

H. SHARED ROAD EASEMENT-MUTUAL ACCESS EASEMENT, "MA/E"

1. THE OWNER GRANTS EASEMENT(S) FOR PRIVATE ROADS FOR "INGRESS AND EGRESS RIGHTS" IN BLOCK 3 AS FOLLOWS. THESE EASEMENTS SHALL RUN WITH THE LAND.
 - a. FOR MUTUAL ACCESS RIGHTS TO BLOCK 3-LOTS 2, 3, AND 4. THE LAND FOR THE ROAD IS ASSIGNED TO LOT 3. MAINTENANCE AND CONSTRUCTION OF THIS PRIVATE DRIVE SHALL BE DIVIDED AS FOLLOWS;
 - 1) EACH LOT SHALL BEAR THE COST OF THEIR PROPORTIONAL SHARE OF USE OF THE LOWER HALF OF THE ROAD, UP TO THE POINT OF EXIT FOR LOT 2 AND/OR 4.
 - 2) THE PORTION THAT LEADS ONLY TO LOT 3, SHALL BE MAINTAINED SOLELY BY LOT 3.
 - 3) LOT 2 RETAINS THE RIGHT NOT TO USE THIS PRIVATE DRIVE AND WILL BEAR NO PROPORTIONAL COST.
 - b. FOR MUTUAL ACCESS RIGHTS TO BLOCK 3, LOTS 5 AND 6, THE OWNER GRANTS ACCESS ACROSS THE DRAINAGE SWALE. MAINTENANCE AND CONSTRUCTION OF THIS PRIVATE DRIVE SHALL BE DIVIDED SO THAT EACH LOT BEARS THE COST OF THEIR PROPORTIONAL SHARE OF USE.
 - c. ALL SHARED ROADS SHALL BE CONSTRUCTED TO SUPPORT FIRE EQUIPMENT AND PROVIDE PAVED FIRE EQUIPMENT TURN AROUNDS PER FIRE DEPARTMENT AND CITY SPECIFICATION.
 - d. FOR "INGRESS AND EGRESS RIGHTS" TO RESERVE A, THE OWNER GRANTS ACCESS, THROUGH A PRIVATE DRIVE ON BLOCK 2-LOT 6. THE LOT OWNER IS RESPONSIBLE TO MAINTAIN AND MOW THIS PRIVATE ACCESS DRIVE.
 - e. THE OWNER GRANTS "INGRESS AND EGRESS RIGHTS" ON THE PRIVATE ROAD EAST OF BLOCK 3, LOT 1.

I. RESERVE A

THE OWNERS DEDICATE RESERVE A TO THE HOA, AS A PRIVATE DRAINAGE EASEMENT/DETENTION AREA, AS DESIGNATED ON THE PLAT, FOR THE GENERAL PURPOSES OF STORM WATER RETENTION WITH INGRESS AND EGRESS RIGHTS FOR MAINTENANCE OF THE WEIR AND DAM.

1. THE HOA SHALL HAVE AUTHORITY AND OVERSIGHT FOR MAINTENANCE AND PROTECTION OF RESERVE A.
2. RECREATIONAL ACTIVITIES AROUND THE POND LOCATED IN RESERVE A, MAY BE ALLOWED AT THE DISCRETION OF THE HOA. NO SWIMMING OR BOATING IS ALLOWED.
3. LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF RESERVE A LAND ADJACENT TO THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, CONSTRUCTION ACTIVITY OR DEBRIS WHICH MAY INTERFERE WITH DRAINAGE.
4. THE DAM SHALL BE MOWED BY THE OWNER OF BLOCK 2-LOT 6.
5. ACCESS TO RESERVE A SHALL BE ALLOWED WITHIN LOT 6, BLOCK 2 IN AREA DEPICTED AS "ACCESS EASEMENT". LOT OWNER SHALL NOT IMPEDE NOR RESTRICT ACCESS AS REQUIRED FOR MAINTENANCE PURPOSES.
6. THE FOREGOING COVENANTS CONCERNING RESERVE A SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS (OR ITS SUCCESSORS), OR THE HOA, AND THE LOT OWNER AGREES TO BE BOUND HEREBY. IN THE EVENT SAID LOT OWNERS SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID RESERVE AREAS, THE CITY OF SAND SPRINGS MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY SAID LOT OWNERS PROPORTIONATELY ON THE BASIS OF LOT OWNERSHIP. IN THE EVENT SAID LOT OWNERS FAIL TO PAY THE COST OF SAID

MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID MAINTENANCE, SAID COST SHALL BE A LIEN AGAINST ALL LOTS IN THE ADDITION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE WHICH MAY BE FORECLOSED BY THE CITY OF SAND SPRINGS.

7. THE RIGHTS OF ACCESS TO RESERVE A, IS THROUGH A PRIVATE ACCESS ROAD ON BLOCK 2-LOT 6. THE CITY OF SAND SPRINGS OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL-TIMES HAVE THE RIGHT OF ACCESS TO RESERVE A, FOR THE PURPOSE OF INSPECTION THE WEIR OR DAM.
8. RESERVE A MAY BE USED FOR ACCESS TO RESERVE B.

K. RESERVE B

THE OWNER MAINTAINS OWNERSHIP OF RESERVE B AS A PRIVATE DRAINAGE EASEMENT AND IS RESPONSIBLE UNTIL SOLD, AT WHICH TIME, RESPONSIBILITY, PROTECTION, AND MAINTENANCE IS PASSED THE NEW OWNER OR ANY FUTURE OWNERS. ACCESS TO RESERVE B SHALL BE THROUGH THE LOT OF THE ADJACENT FUTURE OWNER OR THROUGH RESERVE A.

SECTION III. RESTRICTIONS

A. USE OF THE LAND

1. ALL OF THE LOTS LOCATED IN THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY.
2. A "HOME OCCUPATION" MAY BE ALLOWED IF APPROVED BY THE HOA AND PERMITTED BY THE CITY OF SAND SPRINGS; AND AFTER FOLLOWING PROCEDURES AND CONDITIONS PROVIDED BY THE CITY OF SAND SPRINGS. IT IS INTENDED THAT THIS OCCUPATION BE LIMITED TO PROFESSIONAL PURPOSES AND THAT NO RETAIL, BEAUTY, REPAIR SHOPS FOR CARS OR HEAVY EQUIPMENT, OR OTHER TYPE OF SERVICES THAT WOULD CAUSE INCREASED VEHICULAR TRAFFIC BE ALLOWED.

B. ARCHITECTURAL COMMITTEE- PLAN REVIEW

1. PURPOSE- THE ARCHITECTURAL COMMITTEE (ALSO KNOWN AS "AC", OR "ARCH COMM") IS A SUB-COMMITTEE OF THE HOA. THE PURPOSE OF THE AC IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. THE AC WILL REVIEW ALL CONSTRUCTION PLANS. THE AC 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE. THE APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURE, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. NOTHING IN THIS RESTRICTIVE COVENANT SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM OBTAINING ANY LEGAL ACTION RELATING TO NON-COMPLIANT STRUCTURES WITHIN THIS SUBDIVISION.
2. NO BUILDING, FENCE, SWIMMING POOL, TENNIS COURT, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL ONE (1) SET OF BUILDING PLANS AND SPECIFICATIONS, WHICH SHALL INCLUDE DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIALS, AND AN AREA PLAN DEPICTING THE LOCATION OF THE IMPROVEMENT AND ORIENTATION OF ALL BUILDINGS, HAVE BEEN APPROVED BY THE "ARCHITECTURAL COMMITTEE". IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR TO DISAPPROVE THE BUILDING PLANS AND SPECIFICATIONS WITHIN (30) WORKING DAYS AFTER ACTUAL RECEIPT, AND IF ALL TERMS OF THIS DECLARATION HAVE BEEN COMPLIED WITH, THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TO HAVE APPROVED SUCH PLANS AND SPECIFICATIONS. ANY SUBSEQUENT EXTERIOR CHANGES FROM THE ORIGINAL DESIGN, WHILE IN THE CONSTRUCTION PHASE OF BUILDING, SHALL BE APPROVED FIRST BY THE ARCHITECTURAL COMMITTEE.

3. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE AUTHORITY TO ALLOW EXCEPTIONS TO COVENANTS, IN SECTION III, FOR ANY SURFACE STRUCTURE, INCLUDING BUT NOT LIMITED TO, BUILDINGS, AND BUILDING MATERIALS, AND FENCES AS THEY DEEM APPROPRIATE IN ACCORDANCE WITHIN GUIDELINES OF THE CITY OF SAND SPRINGS. THE ARCHITECTURAL COMMITTEE SHALL NOT ALLOW ENCROACHMENT ON EASEMENTS, SETBACKS, OR DRAINAGE WAYS.

C. MINIMUM YARDS, AND SETBACKS

1. FRONT AND STREET SETBACK- NO BUILDING SHALL BE ERECTED NEARER TO A STREET THAN 35 FEET OR PER "BUILDING SETBACK LINES" AS DEPICTED ON THE PLAT.
2. SIDE YARD - EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 40 FEET IN WIDTH (BETWEEN HOUSES), AND NO SIDE YARD SHALL BE LESS THAN TWENTY (20) FEET IN WIDTH.
3. REAR YARD- EACH LOT SHALL MAINTAIN A REAR YARD OF AT LEAST 25 FEET EXCEPT WHERE EASEMENTS ARE GREATER.
4. EASEMENT SETBACKS-NO BUILDING OR STRUCTURE WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY OR DRAINAGE EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

D. PRINCIPAL AND SECONDARY BUILDINGS AND IMPROVEMENTS

1. THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY DWELLING PER LOT REFERRED TO BELOW AS "DWELLING", CONTAINING NO LESS THAN 2400 SQUARE FEET OF LIVING SPACE. THIS IS INCLUSIVE OF 2nd STORY OR FINISHED BASEMENT, BUT EXCLUSIVE OF A GARAGE AND UNHEATED SPACES.
2. PRIMARY DWELLING STRUCTURES TO BE ERECTED ON ANY LOT SHALL BE COMPLETED WITHOUT DELAY. CONSTRUCTION SHALL COMMENCE WITHIN ONE YEAR OF THE PURCHASE DATE OF THE LOT. EXTENSIONS MAY BE GRANTED BY JADE DEVELOPMENT, L.L.C. OR THE HOA.
3. ONE GARAGE, MINIMUM OF TWO CAR, SHALL BE ALLOWED AND MAY BE ATTACHED OR MAY BE DETACHED WITH A BREEZEWAY OR PORTICO AND SHALL BE CONSTRUCTED OF SIMILAR MATERIAL TO THE MAIN HOUSE. LOT OWNER SHALL PROVIDE ON THE LOT, A TOTAL PARKING FOR 4 CARS, ADDITIONAL TWO MORE THAN GARAGE PARKING.
4. ONE SECONDARY BUILDING SUCH AS STORAGE BUILDING, OUTBUILDING, GUEST OR POOL HOUSE IS ALLOWED, IF APPROVED BY THE ARCHITECTURAL COMMITTEE AND PERMITTED BY THE CITY OF SAND SPRINGS. THE SECONDARY BUILDING SHALL BE BUILT OF SIMILAR MATERIALS AND COMPATIBLE ARCHITECTURAL DESIGN OF THE PRINCIPAL DWELLING. THE INTENT OF AN ACCESSORY GUEST HOUSE IS TO HOUSE GUESTS FOR A TEMPORARY PERIOD OF TIME. THE GUEST HOUSE MAY BE ALLOWED TO BE USED AS A PERMANENT DWELLING FOR A FAMILY MEMBER. HOWEVER, THE GUEST HOUSE SHALL NOT BE USED AS RENTAL PROPERTY. SECONDARY BUILDING CANNOT BE BUILT WITHIN THE EASEMENTS.
5. NOT ALLOWED-NO TRAILER, MOBILE HOME, OR SIMILAR STRUCTURE SHALL BE ERECTED WITHIN THE ADDITION. NO TENT, SHACK, GARAGE, BARN, TEMPORARY STRUCTURE OR OUTBUILDING SHALL BE ERECTED IN THIS ADDITION FOR USE AS A RESIDENCE, EITHER TEMPORARY OR PERMANENTLY. NO USED HOUSES SHALL BE MOVED ONTO ANY LOT. NO PREFABRICATED OR PRE-PACKAGED HOUSE SHALL BE ALLOWED, HOWEVER, A POST AND BEAM STRUCTURAL TYPE OF CONSTRUCTION KIT MAY BE APPROVED. NO CARPORTS SHALL BE ALLOWED. NO OPEN STRUCTURES FOR RVS SHALL BE ALLOWED.

E. BUILDING MATERIAL REQUIREMENTS

1. THE EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST 50% BRICK, STONE, OR STUCCO FACING. THE AREA OF THE WINDOWS AND ANY AREA ABOVE THE SECOND FLOOR LINE MAY BE EXCLUDED FROM THE WALL AREA CALCULATION. A PRIMARY DWELLING OF A CERTAIN ARCHITECTURAL STYLE WITHOUT BRICK OR STONE MAY BE PERMITTED WITH PRIOR APPROVAL BY THE ARCHITECTURAL COMMITTEE. NO MATERIAL FROM WRECKED OR DISMANTLED HOUSES SHALL BE USED FOR EXTERIOR CONSTRUCTION OF ANY DWELLING.
2. ALL EXPOSED FOUNDATIONS OF DWELLINGS MAY BE VENEERED WITH BRICK, STONE OR STUCCO. PATTERNED CONCRETE WALLS AND FOOTINGS THAT STEP-DOWN WITH THE GRADE OF THE LAND, WITH WALK OUT BASEMENTS ARE PERMITTED.
3. NO WOOD SHINGLES SHALL BE ALLOWED AS ROOF MATERIAL OF THE PRIMARY DWELLING. METAL ROOFS MAY BE USED ON PRIMARY DWELLINGS. ALL ROOFS OF SECONDARY BUILDINGS SHALL BE CONSTRUCTED OF THE SAME MATERIAL AS THE PRIMARY DWELLING ROOF.
4. NO BARNs WITH ALL METAL SIDING WILL BE ALLOWED.
5. THE ARCHITECTURAL COMMITTEE MAY WAIVE THE BUILDING MATERIAL REQUIREMENTS IN THIS SECTION.

F. OBNOXIOUS ACTIVITY OR SMELLS

1. NO OBNOXIOUS NOISES, SMELLS, OR OFFENSIVE TRADE, OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY TRASH, OR OTHER REFUSE BE THROWN, PLACED, OR DUMPED OR STORED UPON ANY LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE OR DISTURB THE PEACE, QUIET, COMFORT OR SERENITY OF THE OCCUPANTS OF THE NEARBY LOTS.

G. LIVESTOCK & ANIMALS

1. NO LIVESTOCK OF ANY KIND SHALL BE KEPT, BRED, OR RAISED ON PROPERTY. NO ANIMALS OF ANY KIND SHALL BE COMMERCIALY RAISED. DOMESTIC ANIMALS SUCH AS DOGS AND CATS ARE PERMITTED, BUT DOGS MUST BE KEPT IN A FENCED YARD. THE NUMBER OF ANIMALS SHALL BE IN COMPLIANCE WITH THE CITY OF SAND SPRINGS. DOG RUNS ARE PERMITTED BUT SHALL BE SCREENED FROM VIEW OF ADJACENT PROPERTY OWNERS. CHICKENS MAY BE ALLOWED, IF APPROVED BY THE HOA. IF ANY ANIMAL IS DEEMED A NUISANCE BY NEIGHBORS, THE LOT OWNER MAY BE ASKED, BY THE HOA, TO REMOVE THE ANIMAL.

H. SIGNS

1. THE CONSTRUCTION OR MAINTENANCE OF BILLBOARDS OR LARGE ADVERTISING SIGNS IS PROHIBITED.
2. SMALL ADVERTISING SIGNS FOR THE PURPOSE OF ADVERTISING HOME OCCUPATIONS ARE PERMITTED AT A RATE OF ONE PER LOT PROVIDED THE SIGN DOES NOT EXCEED 3 SQUARE FEET (24" X 18"). TEMPORARY SIGNS FOR THE SALE OF A PROPERTY AND TEMPORARY CONSTRUCTION SIGNS ARE PERMITTED, PROVIDED THAT THE SIGN DOES NOT EXCEED 4 SQUARE FEET. ALL SIGNS ARE SUBJECT TO PERMITTING FOR USE AND SIGNAGE BY THE CITY OF SAND SPRINGS.
3. PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO SLME 2 IN THE SIGN EASEMENTS, AS SHOWN ON THE FACE OF PLAT. THESE SIGNS SHALL BE MAINTAINED BY THE HOA. ANY SUCH SIGNS SHALL BE CONSTRUCTED IN A MANNER THAT DOES NOT INTERFERE WITH THE EXISTING WATERLINE ALONG 41ST STREET. IT IS SPECIFICALLY NOTED THAT SIGN CONSTRUCTION IN THE WATERLINE EASEMENT IS NOT PROHIBITED.

4. THE CITY SHALL NOT BE RESPONSIBLE FOR DAMAGE TO THE SIGNS OR WALLS IN THE SIGN EASEMENTS THAT RESULT FROM CITY REPAIRS TO OR REPLACEMENT OF THE PUBLIC UTILITIES THAT ARE LOCATED IN THE UNDERLYING EASEMENTS.

I. VEHICLE STORAGE

1. STORAGE OF RECREATIONAL VEHICLES AND BOATS ARE NOT ALLOWED IN SLME 2. NO CARPORTS OR OPEN STRUCTURES BUILT TO PROTECT CARS, RV, OR BOATS SHALL BE ALLOWED.
2. NO INOPERABLE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO JUNK CARS OR CAR PARTS SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.
3. NO LOTS SHALL BE USED FOR THE STORAGE OF ANY WRECKED, USED OR DISMANTLED VEHICLES OR ANY OTHER JUNK ITEMS.

J. FENCES AND WALLS

1. FENCES AND WALLS SHALL COMPLY WITH THE FOLLOWING:
 - a. ALL FENCES, AND LOCATION OF FENCE, AND RETAINING WALLS SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
 - b. NO FENCES SHALL BE ERECTED MORE THAN 6 FEET IN HEIGHT.
 - c. NO FENCE OR WALL SHALL BE ERECTED OR MAINTAINED NEARER TO THE STREETS THAN THE FRONT EDGE OF THE PRIMARY DWELLING.
 - d. NO FENCE SHALL BE ERECTED TO OBSTRUCT EASEMENTS OR DRAINAGE-WAYS.
 - e. NO FENCE SHALL BE BUILT ON RESERVE A, WITHOUT APPROVAL FROM HOA. THE LAND IN RESERVE A SURROUNDING THE POND SHALL BE OPEN TO NEIGHBORS.
 - f. DAMAGED FENCING SHALL BE REPLACED OR REPAIRED PROMPTLY.
 - g. RETAINING WALLS MAY BE CONSTRUCTED OF CONCRETE, STONE, VERSA LOCK (TYPE OF CONCRETE BLOCK RETAINING WALL SYSTEM), STAMPED CONCRETE, OR CONCRETE FACED WITH BRICK OR STONE, OR OTHER SIMILAR MATERIAL.
 - h. FENCES MAY BE MADE OF BRICK, STONE, PAINTED ALUMINUM, POLYVINYL EXCEPT AS FOLLOWS:
 - 1). POND SIDE -ONLY BLACK ALUMINUM IS ALLOWED ALONG THE POND. WOOD FENCE IS ALLOWED ALONG THE SIDE YARDS.
 - 2). HILLSIDE WOODED AREAS.-BLACK CHAIN LINK MAY BE USED AT THE REAR AND SIDES. NO WOOD FENCES IN WOODED HILLSIDE AREAS.

K. DRIVEWAYS, YARDS, WALKS, TREES, MAILBOXES

1. DRIVEWAY- ALL DRIVEWAYS AND WALKS ON THE STREET SIDE OF THE PROPERTY SHALL BE CONSTRUCTED OF CONCRETE, OR ASPHALT PER ZONING CODE. MOUNTAIN SIDE DRIVES SHALL INCLUDE SUFFICIENT DRAINAGE AND EROSION CONTROL.
2. PARKING- EACH LOT SHALL CONSTRUCT ONSITE PARKING FOR 4 CARS (TOTAL).
3. DRIVEWAY CULVERTS SHALL BE INSTALLED AND SIZED PER THE CITY OR SAND SPRINGS, 18 INCH MIN.

4. HEADWALL- ALL LOTS SHALL CONSTRUCT A CONCRETE HEAD-WALL TO THE END OF EACH CULVERT; MATCHING THE EXISTING HEADWALLS, AND ATTACH THE APPROVED METAL ADDRESS PLAQUE AT THE END OF THE PRIMARY DRIVEWAY TO MATCH OTHERS IN THE NEIGHBORHOOD. THESE HEAD-WALLS SHALL BE CONSTRUCTED ON EACH LOT REGARDLESS OF WHETHER THE LOT IS REQUIRED TO HAVE A DRAINAGE CULVERT OR NOT.
5. MAILBOX- EACH LOT SHALL PURCHASE THE MAIL BOX APPROVED BY THE ARCHITECTURAL COMMITTEE.
 - a. MAILBOXES MAY BE HOUSED IN A STRUCTURE CONSTRUCTED OF BRICK OR STONE TO MATCH THE HOUSE.
 - b. METAL STAND-ALONE MAIL BOXES ARE ALLOWED IF APPROVED AS STANDARD.
 - c. MAILBOXES AT SHARED ROAD LOCATION MAY BE GROUPED ON A SHARED POLE OR IN A SHARED MASONRY STRUCTURE.
 - d. ADDRESS- WHITE ADDRESS LETTERS TO BE INSTALLED ON EACH MAILBOX TO MATCH STANDARD SIZE.
6. POOLS- IN-GROUND SWIMMING POOLS ARE PERMITTED AROUND THE POND, AND SHALL BE FENCED PER LOCAL CODES TO PROTECT THE PUBLIC. AN ABOVE GROUND POOL SHALL BE SUFFICIENTLY SCREENED TO PREVENT VIEW FROM THE PUBLIC STREET.
7. TREES
 - a. NO TREES THAT ARE LARGER THAN 12" IN DIAMETER CAN BE REMOVED WITHOUT PERMISSION FROM THE ARCH COMMITTEE.
 - b. EACH LOT OWNER SHALL PLANT FOUR (4) ADDITIONAL NEW TREES ON THEIR LOT, A MINIMUM OF 1" DIAMETER AFTER CONSTRUCTION IS COMPLETED.

L. ANTENNAS

1. NO RADIO OR TELEVISION ANTENNAS SHALL BE PLACED ON THE ROOF OF ANY STRUCTURE. ALL DISH TYPE OR SIMILAR SATELLITE RECEIVING ANTENNA SHALL BE SCREENED FROM PUBLIC VIEW WHEN VIEWED FROM THE STREET. SHORT WAVE OR HAM RADIO ANTENNA MAY BE PERMITTED AS LONG AS ANTENNA SHALL BE INSTALLED AT THE REAR OF THE MAIN DWELLING. NO ANTENNA WILL BE PERMITTED THAT INTERFERES WITH TELEPHONE, RADIO OR TELEVISION RECEPTION OR COMPUTER USE OF ADJACENT PROPERTY OWNERS.

M. OBLIGATION TO REBUILD

1. IF ALL OR PART OF THE PROPERTY IS DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY, IT SHALL BE THE DUTY OF THE OWNER, WITH ALL DUE DILIGENCE TO REBUILD, REPAIR, OR RECONSTRUCT SUCH RESIDENCE IN A MANNER THAT WILL SUBSTANTIALLY RESTORE IT TO ITS APPEARANCE AND CONDITION IMMEDIATELY PRIOR TO THE CASUALTY.
2. IF RESTORATION IS NOT FEASIBLE OR ANTICIPATED, THE LOT SHALL BE CLEARED WITHIN ONE YEAR.
3. ALTERATION FROM THE ORIGINAL DESIGN SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.

N. SECURITY AND CAMERAS

1. HOA HAS THE AUTHORITY TO MAKE DECISIONS ABOUT SECURITY, SIGNAGE, AND CAMERAS, IF FUNDING IS AVAILABLE.

SECTION IV. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

1. A HOME OWNERS' ASSOCIATION HAS OR SHALL BE ESTABLISHED. IT IS A NOT-FOR-PROFIT CORPORATION NAMED SPRING LAKE MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION 2, LLC., (ALSO KNOWN AS THE "ASSOCIATION" OR "HOME OWNERS ASSOCIATION" OR "HOA" OR "SLME-HOA") FOR THE GENERAL PURPOSES OF MAINTAINING OR MAKING IMPROVEMENTS TO THE COMMON AREAS; ENHANCING THE PROPERTY VALUE; AND DESIRABILITY AND ATTRACTIVENESS OF THE SPRING LAKE MOUNTAIN ESTATES 2. IT SHALL ALSO COLLECT YEARLY DUES TO PAY FOR ONGOING EXPENSES. THE ASSOCIATION, THROUGH THE HOA BYLAWS AND LEADERSHIP OF THE HOA EXECUTIVE COMMITTEE, HAS THE AUTHORITY AND OVERSIGHT, IDENTIFIED IN THESE COVENANTS, FOR ALL PHASES OF SPRING LAKE MOUNTAIN ESTATES. IN ADDITION, IT SHALL SERVE AS AN ORGANIZATION TO HELP ESTABLISH AND PROMOTE ACTIVITIES FOR COMMUNITY WELL-BEING, FRIENDSHIP, AND COMMUNICATION BETWEEN NEIGHBORS. THE HOA HAS THE RIGHT TO AMEND CHANGES IN SECTION III AS LONG AS IT DOES NOT CONFLICT WITH CITY REGULATIONS.

B. MEMBERSHIP, VOTING, AND PARTICIPATION

1. EVERY PERSON WHO IS A RECORD OWNER OF A LOT SHALL BE A MEMBER OF THE HOA, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOA.
2. VOTING RIGHTS IN THE HOA SHALL BE LIMITED TO ONE VOTE PER LOT. A LOT OWNED BY MORE THAN ONE PERSON SHALL STILL BE LIMITED TO ONE VOTE PER LOT.
3. THE HOA HAS THE AUTHORITY TO REGULATE ALL VOTING. THE HOA HAS AUTHORITY TO DECIDE HOW AND WHEN VOTING IS REQUIRED, WHEN NOT IN CONFLICT WITH THESE COVENANTS AND HOA BYLAWS.
4. ABSTAINING VOTE- ANY LOT OWNER (VOTER) WHO CHOOSES NOT TO PARTICIPATE IN THE VOTING, SHALL BE DEEMED AS ABSTAINING FROM THE VOTE, AND THEIR "NON-VOTE" SHALL BE COUNTED PER HOA BYLAWS.

C. ASSESSMENT, DUES

1. DUES-THE LOT OWNER AND SUBSEQUENT LOT OWNERS OF EACH LOT, BY ACCEPTANCE OF A DEED, IS BOUND TO THESE COVENANTS AND AGREES TO PAY TO THE HOA AN ANNUAL ASSESSMENT (DUES) AS ESTABLISHED BY THE HOA. HOA MAY CALL A VOTE TO RAISE DUES, WHICH SHALL REQUIRE THE ASSENT OF 75% OF THE LOT VOTES IN ALL PHASES. A VOTE SHALL BE CALLED VOTE TO RAISE OR LOWER DUES. DUES SHALL BEGIN ON JUNE 1 AFTER THE LOT PURCHASE, AND SHALL CONTINUE TO BE DUE ON JUNE 1 OF EACH CALENDAR YEAR AS LONG AS THE HOA IS IN EXISTENCE.
2. NONPAYMENT OF THE DUES WITHIN 60 DAYS AFTER THE DUE DATE SHALL BE DEEMED IN DEFAULT AND SHALL BEAR INTEREST AT THE RATE OF 1% PER MONTH. IN THE EVENT OF NONPAYMENT FOR (1) ONE YEAR, THE DEFAULTED ASSESSMENT PAYMENTS PLUS INTEREST DUE ARE AUTOMATICALLY A LIEN ON THE LOT AND SUCH LIEN MAY BE FILED OF RECORD. THE LOT OWNER IS RESPONSIBLE FOR ALL EXPENSES OF SUCH LIEN, INCLUDING COLLECTION, FILING, AND ATTORNEY FEES. NO LOT OWNER OR OWNERS MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR IN THIS DECLARATION BY NONUSE OF THE COMMON AREA OR ABANDONMENT OF HIS/HER LOT.
3. THE ASSESSMENT LIEN PROVIDED FOR IN THIS SECTION SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. **ENFORCEMENT**

THESE RESTRICTIVE COVENANTS SET FORTH SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION II. THE PUBLIC STREETS AND UTILITIES COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM, HER OR THEM, FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. **DURATION**

THESE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 30 YEARS FROM AND AFTER THE DATE THIS DEED OF DEDICATION IS FILED FOR RECORD, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER UNTIL TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. **AMENDMENT**

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED AT ANY TIME, AS LONG AS IT IS NOT IN VIOLATION WITH CITY ORDINANCES, AND THERE IS A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY THE THEN OWNER(S) OF THE LOT(S) IN SLME 2, WITH THE REQUIRED 75% APPROVAL. ONLY LOT OWNERS IN SLME 2 SHALL VOTE TO AMEND THE COVENANTS FOR SLME 2.

D. **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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS, JADE DEVELOPMENT LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2024.

DAVID W. KVACH, MANAGER

STATE OF OKLAHOMA)

) SS

TULSA COUNTY)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2024 BY DAVID W. KVACH, MANAGER OF JADE DEVELOPMENT, L.L.C.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IN WITNESS, DAVID AND JEANIE KVACH, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2024.

DAVID W. KVACH, OWNER

JEANIE KVACH, OWNER

STATE OF OKLAHOMA)

) SS.

TULSA COUNTY)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2024 BY DAVID W. KVACH AND JEANIE KVACH.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, OF AAB ENGINEERING, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS THE "SPRING LAKE MOUNTAIN ESTATES II", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JAY P. BISSELL, PLS
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 6TH DAY OF MAY, 2024, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027

COMMISSION NUMBER: 19011877

THE TULSA OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF ON-SITE SEWAGE SYSTEMS AND PUBLIC WATER SUPPLY ON THE _____ DAY OF _____, 2024.

ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY