

**DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF  
THE VINTAGE AT VERDIGRIS  
THE TRAILS AND THE POINTE**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT VINTAGE DEVELOPMENT L.L.C., HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN ROGERS COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 15 EAST, ROGERS COUNTY, OKLAHOMA, SAID TRACT OF LAND LYING NORTHERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE WILL ROGERS TURNPIKE, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS, TO WIT:

STARTING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE S 00'12'08" E ALONG THE WEST SECTION LINE A DISTANCE OF 1220.64 FEET SAID POINT BEING THE "POINT OF BEGINNING"; THENCE N 80'40'40" E A DISTANCE OF 1314.45 FEET TO A POINT; THENCE S 04'06'48" E A DISTANCE OF 483.98 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET A DISTANCE OF 300.45 FEET TO A POINT; THENCE S 14'35'54" W A DISTANCE OF 174.52 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1020.00 FEET A DISTANCE OF 122.37 FEET TO A POINT; THENCE S 21'28'20" W A DISTANCE OF 284.54 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 730.00 FEET A DISTANCE OF 273.25 FEET TO A POINT; THENCE S 00'01'31" W A DISTANCE OF 36.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE N 89'58'11" W A DISTANCE OF 1062.77 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE N 00'12'08" W ALONG THE SECTION LINE A DISTANCE OF 1420.70 FEET TO THE "POINT OF BEGINNING"; SAID TRACT CONTAINING 43.33 ACRES MORE OR LESS.

AND THAT THE UNDERSIGNED OWNER HAS CAUSED THE ABOVE DESCRIBED PROPERTY TO BE SURVEYED, STAKED, PLATTED AND HAVE DESIGNATED THE SAME AS "THE VINTAGE AT VERDIGRIS", AN ADDITION TO ROGERS COUNTY, OKLAHOMA.

THE OWNER AND PROPRIETOR BEING DESIROUS OF ESTABLISHING A UNIFORM SYSTEM OF DEVELOPMENT OF SAID PROPERTY AND PRESERVING THE CHARACTER THEREOF, DO HEREBY DECLARE AND ESTABLISH THE FOLLOWING DEDICATION, RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS WHICH SHALL BE AND ARE HEREBY MADE FOR THE USE AND BENEFIT OF EACH AND EVERY PERSON ACCEPTING COVENANTS THEREOF, EITHER DIRECTLY FROM THEM OR REMOTELY FROM ANY OF THEIR GRANTEEES, SHALL TAKE THE SAME SUBJECT TO SUCH DEDICATIONS, CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS AND BY ACCEPTING SUCH INTEREST, SHALL BE DEEMED TO HAVE ASSENTED TO ALL SUCH COVENANTS AND TO BE BOUND THEREBY AND SHALL BE ENTITLED TO ALL THE BENEFITS THEREOF, TO-WIT:

**DEDICATION:**

**SECTION 1. UTILITY EASEMENTS**

THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND OTHER

SERVICES CAPABLE OF BEING PROVIDED IN THE VINTAGE AT VERDIGRIS, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHT-OF-WAYS TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER ONES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY ROGERS COUNTY, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED. PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO INSTALL OR REPAIR ANY UNDERGROUND WATER 'OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE OR OTHER SERVICES NOW OR LATER PROVIDED WITHIN ANY OF THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THAT THE COUNTY OF ROGERS OR THE OTHER SUPPLIER OF THE SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITY.

## **1.1 ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE**

1.1.1 ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT, SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS.

1.1.2 UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF THE SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE. THIS EASEMENT SHALL TERMINATE WHEN SAID SERVICE CABLE IS NO LONGER IN USE BY THE SUPPLIER.

1.1.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICES, THROUGH IT'S AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED 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 OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.1.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON THEIR PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.1.5 ELECTRIC SERVICE ONES & OTHER RELATED FACILITIES SHALL BE PROVIDED BY A SINGLE SUPPLIER IN "THE VINTAGE AT VERDIGRIS"

1.1.6 THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE CABLE TELEVISION, FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

## **1.2 WATER SERVICE**

1.2.1 THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER LINES LOCATED ON THEIR LOT.

1.2.2 WITHIN UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN SHALL BE PROHIBITED.

1.2.3 THE ROGERS COUNTY RURAL WATER DISTRICT #5, HEREINAFTER REFERRED TO AS "RWD #5", OR IT'S SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.4 RWD #5, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER FACILITIES OWNED BY IT.

1.2.5 THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY RWD #5, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

## **1.3 GAS SERVICE**

1.3.1 THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

1.3.2 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENT OR CONTRACTORS.

1.3.3 THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### **1.4 SURFACE DRAINAGE**

1.4.1 THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE COUNTY OF ROGERS, OKLAHOMA.

#### **1.5 LIMITS OF NO ACCESS**

1.5.1 THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY THE ROGERS METROPOLITAN AREA PLANNING COMMISSION OR IT'S SUCCESSORS WITH ROGERS COUNTY APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

1.5.2 THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY ROGERS COUNTY, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### **1.6 PAVING, SIDEWALKS AND LANDSCAPING WITHIN EASEMENTS**

1.6.1 THE INITIAL BUYER OF LOT 1 BLOCK 1, LOTS 1-11 BLOCK 2, LOT 1 BLOCK 3, LOTS 1 & 8-18 BLOCK 5 AND LOTS 1-39 BLOCK 6, AS SHOWN ON THE RECORDED PLAT OF THE VINTAGE AT VERDIGRIS, SHALL CONSTRUCT A SIDEWALK IN ACCORDANCE WITH SPECIFICATIONS PREPARED BY THE PROJECT ENGINEER AND APPROVED BY ROGERS COUNTY ENGINEER

SIDEWALK SPECIFICATIONS WILL BE PROVIDED AT TIME OF LOT CONVEYANCE FROM OWNER/DEVELOPER TO BUYER, AND SIDEWALK IS TO BE CONSTRUCTED BY BUYER AT THE EARLIEST OF THE FOLLOWING:

- 1) COMPLETION OF A HOME CONSTRUCTED ON A LOT, OR
- 2) EIGHTEEN MONTHS AFTER RECEIPT OF CONVEYANCE, OR
- 3) PRIOR TO CONVEYANCE TO A THIRD PARTY(S) BY THE INITIAL BUYER.

SIDEWALK CONSTRUCTION NOT MADE BY THE INITIAL BUYER WILL CONSTITUTE A BREACH OF WARRANTY AND THE OWNER/DEVELOPER WILL MAKE THE INSTALLATION IN ACCORDANCE WITH APPROVED SPECIFICATIONS AND; WILL ESTABLISH A LIEN ON THE APPLICABLE LOT, FAVORING THE DEVELOPER IN THE AMOUNT OF \$1,000.00.

1.6.2 THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS WHICH MAY RESULT FROM NECESSARY USE OR MAINTENANCE AND INSTALLATION OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATIONS OR TELEPHONE FACILITIES, AND OTHER SERVICES PROVIDED, HOWEVER, ROGERS COUNTY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### **1.7 SANITARY SEWER**

1.7.1 THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SANITARY SEWER LINES LOCATED ON THEIR LOT,

1.7.2 WITHIN UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF A SANITARY SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A SANITARY SEWER MAIN SHALL BE PROHIBITED.

1.7.3 THE ROGERS COUNTY RURAL SEWER DISTRICT #1, HEREINAFTER REFERRED TO AS "RSD #1", OR IT'S SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.7.4 RSD #1, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE SANITARY SEWER FACILITIES OWNED BY IT.

1.7.5 THE FOREGOING COVENANTS CONCERNING THE SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY RSD #1, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

## **SECTION 2 RESTRICTIONS AND COVENANTS**

### **2.1 HOMEOWNERS ASSOCIATION**

2.1.1 THE OWNER AND DEVELOPER OF "THE VINTAGE AT VERDIGRIS" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS UNTIL THE ESTABLISHMENT OF THE VINTAGE AT VERDIGRIS HOMEOWNER ASSOCIATION, HEREINAFTER REFERRED TO AS V.V.H.O.A. MEMBERSHIP IN THE ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY TO EACH LOT OWNER, OR PART THEREOF, IN "THE VINTAGE AT VERDIGRIS", BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT OR ONE (1) YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER AND DEVELOPER TO A LOT BUYER, WHICHEVER OCCURS FIRST. PLATS FOR FUTURE LOTS THAT ARE A PART OF THE VINTAGE AT VERDIGRIS MASTER PLAN SHALL PROVIDE FOR MANDATORY MEMBERSHIP IN THE V.V.H.O.A. THE ASSOCIATION SHALL BE FORMED, AND SHALL FUNCTION ACCORDING TO THE TERMS OF THE ARTICLES OF INCORPORATION, AND THE BY-LAWS. NOTICE OF THE EFFECTIVE DATE OF FORMAL ESTABLISHMENT OF THE ASSOCIATION SHALL BE FILED, AT THE OFFICE OF THE COUNTY CLERK, ROGERS COUNTY, OKLAHOMA, AND INDEXED TO THE PLAT OF, "THE VINTAGE AT VERDIGRIS".

2.1.2 PAYMENT OF DUES OR ASSESSMENTS ESTABLISHED BY THE HOMEOWNERS ASSOCIATION SHALL BE MANDATORY ACCORDING TO THE ARTICLES OF INCORPORATION AND/OR BY-LAWS OF THE ASSOCIATION. THE DUES WILL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE ASSOCIATION, AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE ASSOCIATION.

2.1.3 RESERVE AREAS A, B, C, D, E, F, & G AS SHOWN ON PLAT ARE TO BE MAINTAINED BY THE V.V.H.O.A.

### **2.2 ARCHITECTURAL COMMITTEE**

2.2.1 THE VINTAGE AT VERDIGRIS ARCHITECTURAL COMMITTEE, HEREINAFTER REFEREED TO AS V.V.A.C. WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. D. LINDSAY PERKINS AND R. BRANDON PERKINS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER, AT A POINT IN TIME MUTUALLY AGREEABLE TO THE V.V.H.O.A. AND THE UNDERSIGNED OWNER AND DEVELOPER; A DULY ELECTED ARCHITECTURAL COMMITTEE SHALL BE ESTABLISHED.

2.2.2 NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN "THE VINTAGE AT VERDIGRIS" UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION. WITH ROOF PITCH. AND MATERIAL THEREOF, AND PLOT PLAN (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING) ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, IS SUBMITTED TO V.V.A.C., AND HAS BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD' DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN IT'S REVIEW OF PLANS OR DETERMINATION OFD 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER, AND IT'S APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON DECEMBER 1, 2020. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

2.2.3 ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY

2.2.4 EACH LOT SHALL BE GRADED TO DRAIN IN A MANNER THAT WILL RESIST EROSION TO ADJACENT LOT(S). THIS PROVISION SHALL NOT RESTRICT A HOMEOWNERS' RIGHTS TO DISCHARGE WATER IN ITS NATURAL, HISTORICAL DIRECTION OF FLOW.

2.2.5 THE MINIMUM EXTERIOR MASONRY COVERAGE OF VERTICAL WALLS (EXCLUDING WINDOWS AND DOORS) IS 35%, WITH 100% MASONRY REQUIRED ON THE FRONT ELEVATION TO THE FIRST FLOOR TOP PLATE LINE. MASONRY SHALL COVER ALL EXPOSED STEM WALLS. THE V.V.A.C. MAY APPROVE, UPON WRITTEN REQUEST, AN EXCEPTION TO THESE PROVISIONS.

2.2.6 A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO (2) AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. CARPORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE, AND THE PLANS FOR A DETACHED GARAGE MUST BE SUBMITTED TO V.V.A.C. FOR APPROVAL.

2.2.7 NO PREEXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

2.2.8 OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE, AND SHALL BE BUILT ON SITE.

2.2.9 FENCES

A FENCING SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH "D" BELOW.

B IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH (ENT) CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH "D" BELOW.

C FENCES SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR CHAIN LINK. IF CHAIN LINK, THE LINKS SHALL BE EITHER GREEN OR BLACK, AND ALL SUPPORT POSTS SHALL BE WOOD WITH A WOOD CAP RAIL(S).

D ORNAMENTAL FENCES, NOT EXCEEDING THREE (3) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT. PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE IS REQUIRED.

E THE HEIGHT OF FENCING BUILT BY HOMEOWNERS ON LOTS ADJACENT TO FRANKLIN ROAD SHALL NOT EXCEED THE HEIGHT OF THE DECORATIVE PERIMETER FENCING BUILT BY DEVELOPER. THESE HOMEOWNERS ARE RESPONSIBLE FOR PROTECTING AND PRESERVING THE DECORATIVE FENCING ON THEIR RESPECTIVE LOTS.

F LOTS THAT ADJOIN RESERVE "D" (THE VINTAGE TRAILS SYSTEM) SHALL ONLY INSTALL A CHAIN LINK FENCE WITH BLACK OR GREEN LINKS AND WOOD SUPPORT POSTS AND CAP RAILS.

2.2.10 COMPOSITION SHINGLES WITH A SIMULATED "WEATHERED WOOD" COLOR SHALL BE USED ON ALL RESIDENCES IN "THE VINTAGE AT VERDIGRIS". THE V.V.A.C., UPON PRIOR WRITTEN REQUEST, MAY APPROVE OTHER ROOF MATERIALS. A MINIMUM 25-YEAR COMPOSITION SHINGLE IS REQUIRED.

2.2.11 RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 7/12 EXCEPT FOR PORCHES OR COVERED PATIOS, WHICH MAY HAVE A 3/12 MINIMUM ROOF PITCH.

2.2.12 ABOVE GROUND SWIMMING POOLS ARE NOT PERMITTED UNLESS THEY ARE TEMPORARY IN NATURE AND WOULD BE MORE APPROPRIATELY TERMED PLAY OR WADING POOLS FOR USE BY CHILDREN.

2.2.13 EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.

2.2.14 OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN 18" AND 20" SATELLITE DISHES, SHALL BE CONFINED TO THE BACK YARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD ITS VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL. TELEVISION AND/OR OTHER RECEPTION DEVICES MAY NOT EXTEND ABOVE THE TOP ROOFLINE OF THE HOME.

2.2.15 BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE

RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS UNLESS IT IS CONFINED TO THE BACK YARD WITH SUFFICIENT FENCING TO SHIELD ITS VIEW FROM ADJOINING PROPERTY OWNERS. MOTOR HOMES MAY ONLY BE PARKED IN THE BACK YARDS OF RESIDENCES WITH A SIX-FOOT (6') PRIVACY FENCE, AND WILL BE PARKED A MINIMUM OF 20 FEET FROM ANY PROPERTY LINE.

2.2.16 THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER, AND NOXIOUS WEEDS. ALL TRASH, GARBAGE, RUBBISH, OR UTTER SHALL BE KEPT IN CONTAINERS ADEQUATE FOR THAT PURPOSE AND SHALL BE STORED AND CONCEALED FROM VIEW UNTIL THE DESIGNATED DATE FOR COLLECTION.

2.2.17 EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS ARE NOT PERMITTED.

2.2.18 STRUCTURES, LANDSCAPING, AND OTHER IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

2.2.19 NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE". THE V.V.A.C. UPON PRIOR WRITTEN REQUEST, MAY APPROVE OTHER TYPES OF ADVERTISING SIGNS FOR A HOME THAT IS OFFERED FOR SALE BY A BUILDER.

2.2.20 GARAGE AND/OR YARD SALES, OR SIMILAR TYPES OF SALES, ARE LIMITED TO ONE (1) PER LOT OWNER PER TWELVE (12) MONTH PERIOD, UNLESS PRE-APPROVED BY THE V.V.H.O.A.

2.2.21 EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF RESIDENTS' PROPERTY IS NOT PERMITTED.

2.2.22 IT SHALL BE THE RESPONSIBILITY OF THE V.V.H.O.A. TO ESTABLISH A POLICY AND PROCEDURE WHEREBY THE SIDEWALK SYSTEM SERVING THE VINTAGE AT VERDIGRIS IS MAINTAINED FOR THE BENEFIT OF ALL ITS RESIDENTS.

2.2.23 SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN "THE VINTAGE AT VERDIGRIS" BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN "THE VINTAGE AT VERDIGRIS" SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE, THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 24 INCHES FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

2.2.24 ALL SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED DARK GRAY OR BLACK.

2.2.25 PLANTING TREES FOR THE BEAUTIFICATION OF THE NEIGHBORHOOD IS ENCOURAGED AND ENHANCES PROPERTY VALUES. EACH HOME SHALL HAVE A MINIMUM OF 2 SHADE TREES IN THE FRONT YARD, AND 1 SHADE TREE IN THE BACK YARD. A NEWLY PLANTED SHADE TREE SHALL HAVE A MINIMUM CALIPER OF 2 1/2 INCHES MEASURED 6 INCHES ABOVE THE GROUND (ABOVE THE TOP OF THE ROOT BALL). THIS PROVISION SHALL BEGIN WITHIN 6 MONTHS OF OCCUPANCY.

2.2.26 NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITHIN NINE (9) MONTHS. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR



MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. TRASH SHALL BE CONTAINED ON SITE DURING CONSTRUCTION.

2.2.27 ALL HOMES SHALL BE LANDSCAPED, AND FRONT YARDS FULLY SODDED, WITHIN 90 DAYS AFTER FINAL INSPECTION.

2.2.28 RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE BUILT WITHIN 300 FEET OF EACH OTHER IF THEY ARE ON THE SAME STREET.

2.2.29 NO ANIMALS, LIVESTOCK, OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND PROVIDED THEY DO NOT CREATE A NUISANCE AND ARE KEPT WITHIN FENCED AREAS OR ON A LEASH.

2.2.30 IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

2.2.31 LOT SPLITS, IF APPROVED BY THE GOVERNING AUTHORITY, SHALL NOT RESULT IN AN INCREASE IN THE TOTAL NUMBER OF LOTS UNDER THE PLAT OF THE VINTAGE AT VERDIGRIS.

2.2.32 EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, COUNTY, OR LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS REGARDING USE AND OCCUPANCY OF OWNER'S PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING, LAND USE, AND HEALTH AND SAFETY ISSUES.

2.2.33 IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF THE V.V.H.O.A., AND THE TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN, OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO TENANT. THE OWNER SHALL INSURE THAT THE TENANT COMPLIES WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT AND THE ADDRESS AND PHONE NUMBER WHERE THE LOT OWNER CAN BE CONTACTED IN THE EVENT OF PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN. OWNER ACKNOWLEDGES THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS ULTIMATELY OWNERS RESPONSIBILITY, REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION ON THE PART OF THE TENANT.

2.2.34 CONSTRUCTION STANDARDS FOR THE POINTE AND THE TRAILS

A THE POINTE - (BLOCKS 1, 2, 3, 4, 5)

1. HOMES IN THE POINTE SHALL HAVE A MINIMUM OF 1600 SQUARE FEET OF LIVING SPACE. LIVING SPACE SHALL BE DEFINED AS SPACE WITHIN THE RESIDENCE THAT IS HEATED AND AIR-CONDITIONED.
2. A MINIMUM SIDE YARD SETBACK SHALL BE 5 FEET ON ONE SIDE AND 10 FEET ON THE OTHER WITH A MINIMUM OF A 15 FEET SEPARATION BETWEEN HOMES.

B THE TRAILS (BLOCKS 6, 7, 8, 9)

1. HOMES IN THE TRAILS SHALL HAVE A MINIMUM OF 1300 SQUARE FEET OF LIVING SPACE. LIVING SPACE SHALL BE DEFINED AS SPACE WITHIN THE RESIDENCE THAT IS HEATED AND AIR-CONDITIONED

2. A MINIMUM SIDE YARD SETBACK SHALL BE 5 FEET ON ONE SIDE AND 5 FEET ON THE OTHER WITH A MINIMUM OF A 10 FEET SEPARATION BETWEEN HOMES.

2.2.35 THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION, AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN "THE VINTAGE AT VERDIGRIS" OR THE OVERALL APPEARANCE OF "THE VINTAGE AT VERDIGRIS" SUBDIVISION, THE "V.V.A.C." SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

2.2.36 THE OWNER AND DEVELOPER OF "THE VINTAGE AT VERDIGRIS" RESERVES THE RIGHT, IN IT'S SOLE DISCRETION AND WITHOUT JOINDER OF THE OWNERS OF ANY OTHER LOT SO LONG AS IT IS OWNER OF TWO OR MORE LOTS, TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE COUNTY CLERK'S OFFICE AT THE COURT HOUSE OF ROGERS COUNTY, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF THE VINTAGE AT VERDIGRIS HOMEOWNER'S ASSOCIATION, THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY PERCENT OF THE MEMBER OF THE ASSOCIATION.

IN WITNESS WHEREOF VINTAGE DEVELOPMENT L.L.C. HAS EXECUTED THIS INSTRUMENT ON THIS 11<sup>th</sup> DAY OF DECEMBER, 1998.