

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
VINTAGE III – THE VILLAGE AND PARKSIDE

THAT VINTAGE DEVELOPMENT, LLC., 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 SITUATED IN PART OF THE NORTH HALF (N/2) AND THE NORTHWEST QUARTER OF THE SOUTH EAST QUARTER (NW¼ 5E14) OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN; ROGERS COUNTY, STATE OF OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE S 00° 12' 08" E AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW¼) FOR A DISTANCE OF 1220.64 FEET TO THE NORTHWEST CORNER OF THE VINTAGE AT VERDIGRIS, AN ADDITION TO THE CITY OF VERDIGRIS, ROGERS COUNTY, STATE OF OKLAHOMA SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100 FEET WIDE STRIP DEEDED TO THE CITY OF TULSA FOR THE SPAV114AW WATERLINE, FILED SEPTEMBER 7, 1949 IN BOOK 278 PAGE 328 AT THE ROGERS COUNTY COURTHOUSE; THENCE N 80° 40' 40" E AND ALONG SAID COMMON LINE FOR A DISTANCE OF 1314.45 FEET TO THE NORTHEAST CORNER OF THE VINTAGE AT VERDIGRIS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING N 80° 40' 40" E AND ALONG THE SOUTHERLY WATERLINE RIGHT-OF-WAY FOR A DISTANCE OF 2038.19 TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2, W/2, NE¼); THENCE S 00° 05' 02" E AND ALONG SAID EAST LINE FOR A DISTANCE OF 1965.52 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER (NE¼); THENCE 5 89° 58' 11" E AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 264.27 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE WILL ROGERS TURNPIKE; THENCE S 44° 57' 11" W AND ALONG SAID TURNPIKE RIGHT-OF-WAY FOR A DISTANCE OF 274.70 FEET; THENCE N 45° 02' 49" W FOR A DISTANCE OF 20.15 FEET TO THE EASTERLY CORNER OF LOT 26 BLOCKS OF LAKE VIEW ESTATES AT THE VINTAGE, AN ADDITION TO ROGERS COUNTY FILED IN BOOK 1426 PAGE 284 ROGERS COUNTY COURTHOUSE; THENCE N 18° 30' 53" W AND ALONG THE NORTHERLY LINE OF SAID ADDITION FOR A DISTANCE OF 88.72 FEET; THENCE N 54° 31' 53" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 127.27 FEET; THENCE N 90° 00' 00" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 200.00 FEET; THENCE N 80° 11' 42" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 204.89 FEET; THENCE N 46° 52' 08" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 97.85 FEET; THENCE N 06° 07' 12" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 170.22 FEET; THENCE N 27° 49' 46" E AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 128.00 FEET; THENCE N 03° 22' 54" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 114.74 FEET; THENCE N 56° 23' 55" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 521.35 FEET; THENCE 5610 50' 44" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 389.74 FEET;

THENCE 5 86° 40' 07" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 172.66 FEET; THENCE N 69° 57' 50" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 237.27 FEET; THENCE N 65° 43' 19" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 257.45 FEET; THENCE N 76° 40' 25" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF 106.20 FEET TO THE NORTHWESTERLY CORNER OF SAID ADDITION, POINT ALSO BEING ON THE EASTERLY LINE OF BLOCK 6, THE VINTAGE AT VERDIGRIS; THENCE N 14° 35' 54" E AND ALONG SAID LINE EASTERLY LINE FOR A DISTANCE OF 74.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CENTRAL ANGLE OF 18° 42' 42" CONTINUING ALONG SAID LINE FOR A DISTANCE OF 300.45 FEET; THENCE N 04° 06' 48" W AND CONTINUING ALONG SAID LINE FOR A DISTANCE OF

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483.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2,680,539.96 SQUARE FEET /61.54 ACRES, AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 170 LOTS AND 8 BLOCKS, AS SHOWN ON THE ATTACHED PLAT AND HAS DESIGNATED THE SUBDIVISION AS "VINTAGE AT VERDIGRIS PHASE III", A SUBDIVISION OF PART OF THE NORTH HALF (N/2) AND THE NORTHWEST QUARTER OF THE SOUTH EAST QUARTER (NW/4 SE/4) OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN; ROGERS COUNTY, STATE OF OKLAHOMA, AND

SECTION I. UTILITY EASEMENTS AND RIGHTS-OF-WAY

THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE OF STREET RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (VINTAGE AT VERDIGRIS PHASE III) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND 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 AND WATER LINES, 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 RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES 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 HEREIN 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.

A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE EAST SIDE OF THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN 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.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE

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TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AS SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

EXCEPT FOR HOUSES ON LOTS DESCRIBED IN PARAGRAPH 1 ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE HOUSE.

THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH IT'S AUTHORIZED AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR 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 SERVICE FACILITIES SO INSTALLED.

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

3. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND 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.

B. WATER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.

2. WITHIN THE 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.

3. ROGERS COUNTY RURAL WATER DISTRICT NO. 5, OR ITS SUCCESSORS SHALL BE

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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.

4. ROGERS COUNTY RURAL WATER DISTRICT NO.5, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO 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.

5. THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY ROGERS COUNTY RURAL WATER DISTRICT NO.5, OR IT'S SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE 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 GAS FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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 GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTANANCE 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.

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

D. DRAINAGE EASEMENTS

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO ROGERS COUNTY OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING THE DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF ROGERS COUNTY OR THEIR SUCCESSORS.

THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

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IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREON, ROGERS COUNTY OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, ROGERS COUNTY, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY ROGERS COUNTY.

LIMITS OF NO ACCESS

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.

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

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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 FOR OR MAINTENANCE AND INSTALLATION OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATIONS OR TELEPHONE FACILITIES PROVIDED, HOWEVER, ROGERS COUNTY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. SURFACE DRAINAGE

EACH 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 PROPERTY 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 HIS LOT. NO PROPERTY OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF DRAINAGE OF SURFACE STORM WATER FROM THE ORIGINAL APPROVED FINAL PLAT. THE PROPERTY OWNER SHALL PREVENT THE ALTERATION OF GRADE WITHIN ALL EASEMENT AREAS FROM THE ORIGINAL CONTOURS (FINISH GRADE) OR ALLOW ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SUCH PUBLIC WATER MAINS,

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VALVES, STORM SEWERS, AND OR PUBLIC SANITARY SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER AND BY ROGERS COUNTY, OKLAHOMA.

H. DEDICATION AND USE OF RESERVE “A” - STORMWATER DETENTION

1. OWNER DOES HEREBY DEDICATE TO ROGERS COUNTY FOR PUBLIC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE “A” FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION. RESERVE “A” IS ALSO RESERVED FOR SUBSEQUENT CONVEYANCE BY OWNER TO THE HOMEOWNER’S ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE OF THE AFORESAID STORM WATER DETENTION FACILITIES.
2. THE VINTAGE DETENTION FACILITY AS REFERENCED ABOVE SHALL BE LIMITED TO USE AS OPEN SPACE. LANDSCAPING AND OTHER IMPROVEMENTS PROPOSED WITHIN THIS DRAINAGE DETENTION EASEMENT SHALL BE APPROVED BY ROGERS COUNTY PRIOR TO THEIR INSTALLATION. PUBLIC UTILITIES AS REQUIRED, WILL BE PERMITTED.
3. ANY PROPOSED CONSTRUCTION WITHIN THE DRAINAGE/DETENTION EASEMENT SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS AND APPROVED BY ROGERS COUNTY, OKLAHOMA.
4. THE VINTAGE DETENTION FACILITY SHALL BE MAINTAINED BY THE HOMEOWNER’S ASSOCIATION TO BE FORMED PURSUANT TO SECTION 7, AS HEREINAFTER SET FORTH.
5. THE HOMEOWNERS ASSOCIATION OF THE VINTAGE AT VERDIGRIS AND THE FUTURE DEVELOPMENT PHASES AS PROVIDED IN THE ASSIGNMENT SHALL MAINTAIN THE DRAINAGE EASEMENT, INCLUDING THE VINTAGE DETENTION FACILITY IN ACCORDANCE WITH AND AS REQUIRED BY, BUT NOT LIMITED TO, THE MAINTENANCE CRITERIA DEVELOPED FOR THIS DRAINAGE EASEMENT BY ROGERS COUNTY TO PREVENT EROSION, DEBRIS ACCUMULATION, SILTATION, AND TO INSURE ITS PROPER OPERATION FOR ITS INTENDED PURPOSE.
6. IN THE EVENT THE VINTAGE AT VERDIGRIS HOMEOWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE/DETENTION EASEMENT AREA AS ABOVE PROVIDED, ROGERS COUNTY, OKLAHOMA, OR IT’S DESIGNATED CONTRACTOR MAY ENTER THE DRAINAGE/DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID ON A PRO-RATA PER LOT BASIS BY THE PROPERTY OWNERS THAT BENEFIT FROM THE DETENTION FACILITY.

I. DEDICATION AND USE OF RESERVE AREA “B” - OPEN SPACE.

OWNER HEREBY ESTABLISHES THE PROPERTY DESIGNATED AND SHOWN ON THE PLAT AS RESERVE “B” FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING LANDSCAPED AREAS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF VINTAGE AT VERDIGRIS PHASE III. THIS RESERVE AREA “B” IS ALSO RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER’S ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

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J. SIDEWALKS

1. SIDEWALKS SHALL BE CONSTRUCTED BY EACH BUILDER AND/OR PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE ROGERS COUNTY. SIDEWALKS SHALL BE MAINTAINED IN GOOD REPAIR BY THE PROPERTY OWNER OR HOMEOWNER'S ASSOCIATION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, VINTAGE AT VERDIGRIS PHASE III WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT PURSUANT TO THE CITY OF CLAREMORE-ROGERS COUNTY METROPOLITAN AREA ZONING ORDINANCE AS THE SAME EXISTED ON NOVEMBER 25, 2003 OR AS SUBSEQUENTLY AMENDED, AND WAS APPROVED BY THE ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS ON DECEMBER 1, 2003.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND ROGERS COUNTY, OKLAHOMA.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF CLAREMORE-ROGERS COUNTY METROPOLITAN AREA ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE ROGERS COUNTY, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN THE SUBDIVISION AND BY ROGERS COUNTY AS HEREINAFTER SET FORTH.

A. YARD REQUIREMENTS FOR LOTS:

MINIMUM FRONT YARD SET BACK ON CORNER LOTS, CUL-DE-SAC LOTS AND ALL LOTS ADJACENT TO EYEBROWS WILL BE 15 FEET.

ALL OTHER LOTS WITHIN THE SUBDIVISION WILL CONFORM TO THE PLAT AND WILL EITHER BE 15 FEET OR 25 FEET.

MINIMUM SIDE YARD SETBACKS WILL BE 5 FEET EACH SIDE.

SECTION III. HOMEOWNERS ASSOCIATION

FORMATION OF HOMEOWNERS ASSOCIATION:

1. THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE VINTAGE AT VERDIGRIS (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING, BUT NOT WITHOUT LIMITATION, COMMON AREAS, LANDSCAPING, FENCING, RESERVES, AND

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DETENTION FACILITIES, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE VINTAGE AT VERDIGRIS AND THE VINTAGE AT VERDIGRIS MASTER PLANNED COMMUNITY.

2. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS ASSOCIATION. MEMBERSHIP SHALL BE MANDATORY AND 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 HOMEOWNERS ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS IN TIME OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

3. COVENANT FOR ASSESSMENTS:

THE OWNER AND DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE HOMEOWNERS ASSOCIATION DUES AND ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN VINTAGE AT VERDIGRIS III. ANY ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

4. CERTAIN RIGHTS OF THE ASSOCIATION:

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER.

SECTION IV. DEVELOPMENT AND CONSTRUCTION STANDARDS

A. ARCHITECTURAL COMMITTEE

1. THE VINTAGE AT VERDIGRIS ARCHITECTURAL COMMITTEE (V.V.A.C.) IS HEREBY FORMED. LINDSAY PERKINS, BRANDON PERKINS, AND ONE OR TWO OTHER MEMBERS AS APPOINTED BY THE OWNER AND DEVELOPER WILL INITIALLY BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE IS FORMED TO REVIEW AND CONSIDER FOR APPROVAL PLANS FOR ANY STRUCTURE PRIOR TO IT BEING BUILT IN VINTAGE AT VERDIGRIS III. THE COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THE PROVISIONS OF SECTIONS I, II AND IV, AND FOR ALL OTHER DEVELOPMENT AND CONSTRUCTION STANDARDS. AT A POINT MUTUALLY AGREEABLE TO THE OWNER AND DEVELOPER AND THE VINTAGE AT VERDIGRIS HOMEOWNERS ASSOCIATION, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION. THE ASSOCIATION SHALL ESTABLISH A DULY AUTHORIZED COMMITTEE FROM THE MEMBERSHIP.

2. ARCHITECTURAL REVIEW:

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NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN VINTAGE AT VERDIGRIS III UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, PLOT PLAN (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING ON THE LOT), ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, 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, SPECIFICATIONS, MATERIALS, AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED 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. IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, IT 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 ITS 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 HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE SHALL CEASE ON DECEMBER 1, 2030. 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.

3. LIVING AREA COMPUTATION:

THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACE, OR ATTICS. IT SHALL BE MEASURED HORIZONTALLY AT THE TOP PLATE LEVEL FROM OUTSIDE TO OUTSIDE. LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES IN HEIGHT, EXCEPT FOR THE SECOND FLOOR WHICH SHALL BE SEVEN FEET SIX INCHES FOR AT LEAST ONE HALF OF THE AREA. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

4. STEM WALLS:

CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

5. GARAGES:

A) ENCLOSED GARAGES PROVIDING FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE BUILT ON EACH LOT.

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- B) CARPORTS ARE NOT PERMITTED.**
- C) GLASS IN GARAGE DOORS IS NOT PERMITTED.**
- D) GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY (20) FEET.**
- E) DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE AND THE PLANS FOR DETACHED GARAGES MUST BE SUBMITTED TO THE V.V.A.C. FOR APPROVAL.**

6. DRIVEWAYS:

DRIVEWAYS ARE REQUIRED ON EACH LOT, AND SHALL BE CONSTRUCTED OF ALL WEATHER SURFACE SUCH AS ASPHALT, CONCRETE, BRICK, OR OTHER MASONRY MATERIALS ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE. DRIVEWAYS MUST EXTEND FROM STREET TO GARAGE DOOR OPENING.

7. PRE-EXISTING BUILDINGS:

NO PRE-EXISTING OR OFFSITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

8. OUT BUILDINGS:

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.

9. GARAGE/YARD SALES:

GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER PROPERTY OWNER EACH TWELVE (12) MONTH PERIOD UNLESS APPROVED BY THE HOMEOWNERS ASSOCIATION.

10. FENCES:

A) NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH 8.11.4 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 END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH 8.10.4 BELOW.

C) FENCES SHALL BE WOOD, BRICK, NATURAL STONE, OR WROUGHT IRON OR CHAIN LINK. IF A FENCE IS TO BE PAINTED THE ARCHITECTURAL COMMITTEE SHALL APPROVE THE COLOR, EXCEPT FOR BLACK OR DARK GRAY WROUGHT IRON. IF CHAIN LINK, THE LINKS SHALL BE EITHER GREEN OR BLACK, AND ALL SUPPORT POSTS SHALL BE WOOD WITH A WOOD CAP RAIL(S) AND SHALL BE COMPATIBLE WITH THE ARCHITECTURAL COMMITTEES APPROVED CHAIN LINK FENCE STYLE. IF VINYL, THE FENCE MUST BE BUILT

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TO THE ARCHITECTURAL COMMITTEES APPROVED VINYL FENCE STYLE. ALL CHAIN LINK AND VINYL FENCES MUST HAVE PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.

D) ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3 1/2) FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

E) FENCES MAY NOT EXCEED 6 FEET IN HEIGHT; EXCEPT THAT LOTS 11 THRU 16 OF BLOCK 1, LOTS 16 THRU 30 OF BLOCK 3, AND LOTS 1 THRU 14 OF BLOCK 7 MAY HAVE 8 FOOT PRIVACY FENCES ALONG THE REAR PROPERTY LINE. IF AN 8 FOOT PRIVACY FENCE IS ERECTED ALONG THE REAR PROPERTY LINE THE FENCE MUST BE TAPERED DOWN TO 6 FEET OVER 10 LINEAR FEET (SEE ARCHITECTURE COMMITTEE FOR CLARIFICATION).

F) FENCES ON LOTS 2 THRU 11, BLOCK 1; LOTS 14 THRU 18, BLOCK 7; AND LOT 1, BLOCK 8 SHALL ONLY BE CHAIN LINK FENCES (SEE SECTION 10 ABOVE).

11. SCREENING OF GROUND MOUNTED EQUIPMENT:

SCREENING OF GROUND MOUNTED EQUIPMENT SUCH AS SOLAR HEATING EQUIPMENT AND POOL EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY OWNERS WITH SUFFICIENT LANDSCAPING OR FENCING.

12. ROOF MATERIAL:

ROOFS SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 25 YEAR OR GREATER RATING, AND THE COLOR SHALL BE "WEATHERED WOOD". THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON WRITTEN REQUEST ONLY, EXCEPTIONS TO THE ROOF MATERIAL. APPROVAL MAY BE GRANTED WHEN DEEMED APPROPRIATE BY THE COMMITTEE TO RECOGNIZE HISTORICAL ARCHITECTURAL STYLES, OR SIGNIFICANT PHYSICAL CHARACTERISTICS OF A HOUSE PLAN OR BUILDING.

13. POOLS:

OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. A TEMPORARY CHILD'S WADING OR PLAY POOL IS PERMITTED. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS, THE STREETScape AND CONFINED TO THE BACK YARD BEHIND THE SECURITY FENCING.

14. LIGHTING:

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.

15. ANTENNAS:

OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN SMALL (LESS THAN 20

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INCHES) SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD IT'S VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL.

16. ROOF MOUNTED EQUIPMENT:

ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL, AIR CONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SATELLITE DISHES OF LESS THAN 20 INCHES.

17. RECREATIONAL VEHICLES, BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT

RECREATIONAL VEHICLES, BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

18. CLEAN LOTS:

THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS.

19. CLOTHES LINES:

NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

20. UPKEEP:

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

21. SIGNS:

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 ARCHITECTURAL COMMITTEE MAY APPROVE OTHER SIGNS UPON WRITTEN REQUEST.

22. MAILBOX:

SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN VINTAGE AT VERDIGRIS III BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN VINTAGE AT VERDIGRIS III SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND 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 6 FEET FROM THE INSIDE EDGE OF A

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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.

23. MASONRY:

A MINIMUM OF 75% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.

24. ROOFTOP PROTRUSIONS:

SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED FLAT BLACK.

25. STORAGE AND MATERIALS:

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITHIN NINE (9) MONTHS. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

26. LANDSCAPE:

ALL LOTS SHALL BE SODDED AND LANDSCAPED WITHIN 60 DAYS OF OCCUPANCY OR 60 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST.

27. PRESERVATION OF TREES:

IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES IN ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

28. MINIMUM TREES:

IF A LOT IN PARKSIDE DOES NOT HAVE A MINIMUM OF 2 EXISTING TREES IN WHAT WILL BE THE FRONT YARD AND 1 EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 2 1/2" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE.

29. DRAINAGE:

EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT ROGERS COUNTY. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THEIR LOT IS GRADED IN ACCORDANCE WITH SAID GRADING PLAN. IF IT IS DISCOVERED THAT A LOT HAS NOT BEEN GRADED PROPERLY, THE PROPERTY OWNER

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WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN.

30. RETAINING WALLS:

RETAINING WALLS SHALL BE BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

31. WASHING OUT OF CONCRETE TRUCKS OR CONCRETE SPILLS:

READY MIX CONCRETE TRUCKS MAY WASH OUT ONLY ON THE PROPERTY IN WHICH THE CONCRETE IS BEING USED. PROPERTY OWNERS SHALL BE RESPONSIBLE TO OTHER PROPERTY OWNERS FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT REMAINS ON THEIR LOT. THE INTENDED PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEAN UP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

32. GARBAGE:

GARBAGE AND TRASH CANS SHALL BE CONCEALED FROM STREET VIEW, EXCEPT WITHIN 24 HOURS OF CURBSIDE COLLECTION.

33. SIDEWALKS:

IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO ESTABLISH A POLICY AND PROCEDURE WHEREBY SIDEWALKS SHALL BE MAINTAINED.

34. ELEVATIONS:

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

35. ANIMALS:

NO LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

36. SIDE YARDS:

MINIMUM SIDE YARD SET BACK SHALL BE 5 FEET ON BOTH SIDES (10 FEET BETWEEN HOUSES) - REFER TO SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

37. WINDOWS:

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

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38. NOISE:

EXCESS WE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENTS' PROPERTY IS NOT PERMITTED.

39. ROOF PITCH:

RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 8/12 OVER 75% OF THE ROOF AREA. A ROOF PITCH OF LESS THAN 4 1/2 IS NOT PERMITTED. UPON WRITTEN REQUEST, THE ARCHITECTURAL COMMITTEE MAY APPROVE EXCEPTIONS TO THIS ROOF PITCH REQUIREMENT.

40. SPECIFIC REQUIREMENTS FOR BLOCKS 1 & 2 (“THE VILLAGE”)

A) MINIMUM SQUARE FOOTAGE OF LIVING AREA SHALL BE 1700 SQUARE FEET.

41. SPECIFIC REQUIREMENTS FOR BLOCKS 3 THRU 11, “PARKSIDE”

A) MINIMUM SQUARE FOOTAGE OF LIVING AREA SHALL BE 1400 SQUARE FEET.

42. LAW COMPLIANCE:

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.

43. LEASING:

IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF THE VINTAGE AT VERDIGRIS HOMEOWNERS ASSOCIATION, AND THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. THE OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO THE TENANT. THE OWNER SHALL INSURE THAT THE TENANT COMPLIES WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER, DEVELOPER, AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT AND THE ADDRESS AND PHONE NUMBER WHERE THE PROPERTY OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNER'S ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION ON THE PART OF THE TENANT.

44. THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN 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

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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 VINTAGE AT VERDIGRIS III OR THE OVERALL APPEARANCE OF THE VINTAGE AT VERDIGRIS III SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

45. THE OWNER AND DEVELOPER OF THE VINTAGE AT VERDIGRIS III RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIMES, 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 8 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 HOMEOWNERS ASSOCIATION, THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS AND CERTIFICATE OF INCORPORATION OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY (60) PERCENT OF THE MEMBERS OF THE ASSOCIATION.

46. ALL HOMES SHALL BE SINGLE FAMILY RESIDENTIAL ONLY.

47. LOT SPLITS:

LOTS SPLITS, IF APPROVED BY THE GOVERNING BODY, SHALL NOT RESULT IN AN INCREASE IN THE TOTAL NUMBER OF LOTS UNDER THIS PLAT.

48. FLAGS:

THERE SHALL BE NO PERMANENT STAND ALONE FLAGPOLES ALLOWED ON RESIDENTIAL LOTS. ONLY TWO FLAG MOUNTS, OF A TYPE AND LOCATION APPROVED BY THE ARCHITECTURAL COMMITTEE, SHALL BE PERMITTED, IF SECURELY ATTACHED TO THE RESIDENCE AT THE APPROVED LOCATION. NO FLAG MAY EXTEND SO THAT THE END PROTRUDES MORE THAN FOUR (4) FEET FROM THE EXTERIOR WALL OF RESIDENCE TO WHICH IT IS ATTACHED. ALL FLAGS MUST BE MAINTAINED IN GOOD CONDITION AND SHOULD NOT BE DISPLAYED ON DAYS WHEN THE WEATHER IS INCLEMENT. PROPER LIGHTING IS REQUIRED FOR NIGHTTIME DISPLAY OF THE AMERICAN FLAG.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I EASEMENTS AND UTILITIES ARE SET FORTH

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CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE ROGERS COUNTY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF CLAREMORE-ROGERS COUNTY METROPOLITAN AREA ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF ROGERS COUNTY AND THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR ROGERS COUNTY OR ANY OWNER OF A LOT 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 OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF CLAREMORE-ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF CLAREMORE-ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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

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E. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF CLAREMORE-ROGERS COUNTY METROPOLITAN AREA ZONING ORDINANCE AS THE SAME EXISTED ON DECEMBER 2, 2004 OR AS SUBSEQUENTLY AMENDED.