

Owasso Homestead Homeowners Association



Declaration of Covenants, Conditions and Restrictions

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Declaration of Covenants, Conditions and Restrictions

Amended and Restated

Homestead is an area of distinctive landscape and natural beauty. It is the desire and intent of the Homestead Homeowners Association (the "Association") to maintain a residential community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards. Such standards shall apply to all lots located in the Subdivision described as:

A tract of land located in the Northwest quarter (NW/4) and the Northeast quarter (NE/4) of Section twenty-seven (27) of Township twenty-one (21) North and Range fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government survey, thereof; Rogers County, state of Oklahoma; being more particularly described as follows:

Beginning at the NW corner of the NE/4 of Sec. 27, T-21-N, R-14-E, I.B.&M.; Thence N 88°38'1" E a distance of 661.49 feet to the NE corner of the W/2 W/2 of said NE/4; Thence S 01°14'15" E along the East line of said W/2 W/2 NE/4 a distance of 2249.19 feet; Thence N 88°39'37" E a distance of 661.95 feet to the East line of the W/2 of said NE/4; Thence S 01°14'58" E a distance of 389.30 feet to the SE corner of said W/2 NE/4 being on the North boundary of Cornerstone Addition II, according to the recorded plat; Thence S88°44'36" W along the North boundary of said Cornerstone Addition II and Cornerstone Addition III, according to the recorded plat, a distance of 1324.06 feet; Thence S 88°37'30" W a distance of 2208.15 feet to a point on the South line of the NW/4 of said Sec. 27; Thence N 23°13'11" E a distance of 380.64 feet; Thence along a curve to the right having a radius of 320.00 feet, a central angle of 21°29'50", a chord bearing of N 21°14'45" W, a chord length of 9.36 feet for a distance of 120.06 feet; Thence S 79°30'10" W a distance of 175.00; Thence N 01°06'56" E a distance of 199.28 feet; Thence N 13°53'09" E a distance of 20.00 feet; Thence N 25°55'15" E a distance of 188.99 feet; Thence N 34°42'00" E a distance of 260.00 feet; Thence N 17°59'56" E a distance of 269.46 feet; Thence N 31°43'13" E a distance of 159.00 feet; Thence N 39°43'42" E a distance of 158.50 feet; Thence N 49°30'18" E a distance of 158.50 feet; Thence N 59°16'55" E a distance of 158.50 feet; Thence N 77°33'24" E a distance of 313.07 feet; Thence N 28°38'02" E a distance of 299.91 feet; Thence N 88°38'02" E a distance of 230.00 feet; Thence N 28°38'02" E a distance of 199.76 feet; Thence N 88°38'02" E a distance of 327.51 feet; Thence N 17°33'28" E a distance of 155.57 feet; Thence N 31°11'29" E a distance of 278.62 feet; Thence N 01°21'58" W a distance of 50.00 feet; Thence N 88°38'02" E a distance of 159.60 feet to the Point of Beginning, and containing 139.292 acres, more or less.

Basis of bearing is the Oklahoma state plane coordinate system.

SOC's Development, LLC has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named Homestead, a subdivision in Rogers County, State of Oklahoma (the "Subdivision").

The Association, being the successor to SOC's Development, LLC and the established Covenants, Conditions and Restrictions (CC&Rs), does hereby declare the protective CC&Rs to maintain a compatible system of development and to preserve the character of the Subdivision.

ARTICLE I - RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

1. Dwellings

Unless waived by the Association in writing, the following standards apply to all residential structures situated upon a Lot ("Dwellings") in the Subdivision:

- A. **Dwelling Size.** All single-story Dwellings shall have a minimum living space of at least 2,500 square feet. Dwellings in excess of a single story shall have a minimum living space of 2,500 square feet at the lower level and a total minimum living space of at least 3,000 square feet. Square footage is computed on measurements over the frame of the living space, exclusive of porches, patios, and garages. Dwellings are not to exceed two stories.
- B. **Dwellings Exterior.** All Dwellings must have one hundred percent (100%) of the exterior walls composed of brick or stone. The front exterior walls of the Dwelling must be 100% composed of brick or stone to the ground line; provided, however, that the area of all windows, covered porches, doors, and dormers located in the exterior walls are excluded in the determination of such area. In all cases, the masonry must extend to the ground line so that the foundation is concealed. The roof of the Dwelling must have a pitch of at least 10/12 over 75 percent of the total roof area, and no portion of the roof may have a pitch of less than 4/12. Roof materials must be Heritage II or equal composition shingles and must be a dark earth tone in color to resemble weathered wood. All external roof vents and plumbing must be painted to match the color of the roof. Dwelling paint colors must be subtle natural hues. All modifications to a Dwelling's exterior, including paint colors, must be approved by the Architectural Control Committee.
- C. **Attached Garages.** All Dwellings must have attached garages suitable for accommodating a minimum of three (3) standard size automobiles. All attached garages must be accessed by an overhead garage door. All attached overhead garage doors must face the side or rear yard. Attached garages are not permitted to face toward any street, except for Dwellings located on a corner lot. Carports are not permitted.
- D. **Attached Patio Covers.** All attached patio covers must be an integral part of the Dwelling contained within the roof line, and constructed with the same design, shingle, color, and material as the Dwelling.
- E. **Driveways.** All driveways into a Lot from any street must be constructed of concrete and must not be less than fourteen (14) feet in width, extending to the edge of the street surface material. Each driveway must have headwalls constructed of masonry to match the masonry of the Dwelling. The drainage culverts underneath the driveways must be smooth round steel pipe or smooth round high-density polyethylene pipe, sized as shown on the final plat. The ends of such culverts may not extend beyond the headwalls.
- F. **Mailboxes.** All mailboxes will use masonry enclosures/structures matching the masonry used on the Dwelling exterior.
- G. **Sodding and Landscaping.** Upon completion of construction of any Dwelling, the Lot Owner must carefully reestablish the final grade of the Lot in order to permit the free flow of storm water. The front yard of each Lot must be fully sodded to the edge of asphalt, and the rear and side yards must be fully sodded to the property line.

- H. **Retaining Walls.** Each Lot Owner is responsible for the design and construction of the retaining walls located on their respective Lot. All materials used for a retaining wall must be approved by the Architectural Control Committee. Modification of any retaining wall requires approval by the Architectural Control Committee.

2. Approval of Plans and Exterior Modifications

For the purpose of further ensuring the development of the Subdivision as an area of high standards, the Association reserves the power to approve or deny the construction of, and modifications to, all Dwellings, structures, and other exterior improvements placed on each Lot; as well as to make such exceptions to these CC&Rs as the Association deems necessary and proper.

- A. **Written Request.** In advance of any construction of, or modification to, any Dwelling, structure, or other exterior improvement on a Lot, the Lot Owner must submit a written request to the Architectural Control Committee.
- B. **Waivers.** Any written request requiring a waiver of any provision of the CC&Rs must be forwarded by the Architectural Control Committee to the Board of Directors of the Association for approval or denial of the waiver. Any request not expressly granted by the Architectural Control Committee is deemed denied. If a written request is denied by the Architectural Control Committee, the Lot Owner may appeal the denial to the Association for final review of the request.
- C. **Review Standards.** In considering a written request or a waiver, the Architectural Control Committee or the Association must take into consideration the nature and character of the proposed improvement, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be constructed, and the harmony thereof with the surrounding area.
- D. **Limitation of Liability.** Neither the Architectural Control Committee nor the Association is liable for any approval, disapproval, or failure to approve under this Section, and approval of plans does not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance, or code compliance. The approval, disapproval, or failure to approve of any plans is not deemed a waiver of any restrictions, unless the Association is expressly authorized to grant the waiver and has, in fact, granted the waiver.
- E. **Lot Owner Responsibility.** It is the responsibility of each Lot Owner, and not the Association, to ensure that the Lot and all improvements are in full compliance with all CC&Rs imposed upon the Subdivision. Each Lot Owner and the Lot Owner's builder are responsible for all structural design, geotechnical design, grading, drainage, and all other structural aspects of the Dwelling, independent of the Association and its engineer. The Lot Owner and builder must construct all aspects of the Dwelling in accordance with all Federal, State, and County building codes.

3. Setback Lines

No Dwelling, outbuilding, structure, or portion thereof may be constructed or maintained on any Lot closer to the property lines than the setback lines provided herein or shown on the Plat. Unless otherwise provided by easement or by setback lines shown on the Plat, the minimum building setback lines are as follows:

Front Yard: 30 feet

Side Yard (Non-Driveway Side): 12 feet

Side Yard (Driveway Side): 6 feet

Rear Yard: 25 feet

4. Fences

The following restrictions apply to fencing within the Subdivision:

- A. **Placement.** No fence shall be erected, placed or altered on any Lot nearer the street than the minimum setback lines established in these CC&Rs or shown on the Plat. No fence may be erected on any Lot closer to any street than the front of the main Dwelling without the written approval of the Association. No fence may exceed four (4) feet in height without the written approval of the Association. No fence may be constructed on overland drainage easements or upon walkway or access easements, if in the opinion of the Association such construction would impair or hinder the intended use of the easement.
- B. **Approved Fence Design.** If a fence is erected on a Lot, it must be constructed as a "wood post and two-rail" structure with black vinyl chain link. A black border may be installed along the bottom of the chain link, not to exceed six (6) inches in height.

5. Outbuildings

All outbuildings not integrated into the structure of the Dwelling must conform to the basic exterior paint colors of the Dwelling and must be shingled with the same color and type of shingle as the Dwelling. Each outbuilding must have a minimum floor area of 160 square feet and may not exceed 750 square feet. The maximum wall height for an outbuilding is 10 feet, and the roof line may be no higher than the main Dwelling. No outbuilding constructed elsewhere may be moved into the Subdivision. All outbuildings must be 100% masonry matching that of the main Dwelling and must be fully enclosed. Overhead garage doors on an outbuilding may face the street. All outbuildings must comply with the setbacks established in Article I, Section 3. The Association reserves the right to require the Lot Owner to remove or repair any outbuilding built without prior Architectural Control Committee approval or found to be out of compliance with these CC&Rs. The cost thereof is chargeable to the Lot Owner as a lien and is governed by Article IV.

6. Other Exterior Structures

- A. **Pergolas, Sunshades, Etc.** Pergolas, sunshades, arbors, gazebos, and similar structures are reviewed on a case-by-case basis by the Architectural Control Committee. All unattached coverings must be constructed of wood, stone, vinyl, or other materials as approved by the Architectural Control Committee and painted or stained to an approved color that matches or complements the Dwelling. Size, design, and scale must be compatible with the Lot and the neighborhood, and proportional to the available open space as approved by the Architectural Control Committee. These structures are not permitted on side or front yards.
- B. **Privacy Screens.** Privacy Screens are permitted when used around waste containers, pool equipment, air conditioning units, generators, and similar equipment. Screens may be no taller than six (6) feet and must be approved by the Architectural Control Committee.

7. Antennae

No television, radio, or other antennae or reception devices, other than a twenty-four (24) inch or smaller television satellite dish, may be constructed or maintained on any Lot without the written approval of the Association.

8. Swimming Pools and Hot Tubs

No temporary above-ground pools are permitted on any Lot within the Subdivision. No pool may be higher than two (2) feet above ground level of the main Dwelling. In-ground swimming pools are permitted on side or rear yards only. Pools must be in-ground or semi-in-ground type and constructed of fiberglass, concrete, or gunite concrete type materials. No pool may be located closer to the street than the front line of the Dwelling. No part of the completed installation of any pool may be constructed or sited nearer than the setbacks established herein. No pool may be constructed or sited on or across any overland drainage, walkway, access, or utility easement. All pools must be approved by the Architectural Control Committee prior to construction.

- A. **Pool Security Barrier.** A pool security barrier may be constructed around the perimeter of the pool deck. The barrier may be constructed of wrought iron or similar material as approved by the Architectural Control Committee.
- B. **Commercial Hot Tubs.** Commercial hot tubs are permitted provided they are installed on a concrete foundation, located behind the Dwelling, and approved by the Architectural Control Committee prior to installation.

ARTICLE II - LOT USE AND RESTRICTIONS

1. Lot Use

Lots may be used only for residential single-family purposes. No Lot shall be used for any business, commercial, or manufacturing purpose. No Lot may be subdivided to accommodate two or more separate owners or Dwellings. No structure shall be placed, altered, erected or permitted to remain on any Lot which exceeds two (2) stories in height. No Dwelling not meeting a specific building code identified by the Association may be moved onto a Lot. No structure of a temporary character may be used as a residence. No building constructed elsewhere may be moved into the Subdivision. No mobile homes shall be moved into or be present in the Subdivision.

2. Noise/Nuisance

No noxious or offensive activity of any sort may be permitted, nor may anything be done on any Lot which may be or may become an annoyance or nuisance to the Subdivision. No exterior horn, whistle, bell, or other sound device, except for security and fire devices used exclusively for security and fire purposes, may be located, used, or placed on any Lot. Stereo speakers on the rear patio are permitted. Activities expressly prohibited on any Lot include those which may be offensive by reason of odor, fumes, dust, smoke, noise, visual impact, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

3. Animals

No snakes or exotic animals shall be kept on any Lot. No animals, livestock, swine, goats, poultry of any kind may be kept on any Lot except for domesticated household pets. The only animals allowed to be kept on any Lot are domesticated dogs and/or cats; provided, however, that no more than three (3) adult dogs and/or two (2) adult cats may be maintained on any Lot. Animals may not be kept, bred or maintained for any commercial purpose and may not be kept on any Lot that does not contain a Dwelling being used as a residence. No kennels are permitted. All animals must be fenced in or kept on a leash. Animal shelters must be screened from view from any street unless built in conformity with the requirements for outbuildings herein. Animals may not be permitted to roam in the Common Areas. Excessive barking by any dog may be reported to the Association, and local law enforcement may be notified.

4. Lot Maintenance

All Lots must be kept at all times in a neat, attractive, healthful and sanitary condition. The Lot Owner or occupant of each Lot must keep all weeds and grass cut, may not use the Lot for storage of materials or equipment except for normal residential requirements or for construction of improvements permitted herein, and may not permit the accumulation of garbage, trash or rubbish of any kind. Specifically:

- A. Grass must be mowed regularly, and flower beds and yards may not contain an excessive number of weeds. The height of the grass and weeds are not to exceed six (6) inches.
- B. All yard equipment or storage piles must be screened from view of neighboring Lots, streets, or other property. All Lots must be kept in a clean, neat, and orderly manner. All Lots and all easements thereon must be kept in a clean, neat and mowed to the street
- C. The Association reserves the right for its agents or designees to enter upon any Lot for the purpose of maintenance if a Lot is not being maintained in a manner acceptable to the Association. The cost of such maintenance becomes a lien upon the Lot and is governed by Article IV.

5. Dwelling Maintenance

Peeling paint, rotting wood, or other visible deterioration on Dwellings, mailboxes, or other permitted structures must be repaired within sixty (60) days after the paint issue becomes visible.

6. Retaining Wall Maintenance

Each Lot Owner is responsible for the maintenance and upkeep of any existing retaining walls located on their respective Lot. Each Lot Owner is also responsible for the design, construction, maintenance, and upkeep of any new retaining walls built on their Lot. All materials used for a retaining wall must be approved by the Architectural Control Committee.

7. Fence Maintenance

Each Lot Owner is responsible for maintaining any fence installed on their Lot and must keep such fencing in good repair. The Association reserves the right to enter upon a Lot to maintain or repair

fencing in a manner which the Association, in its sole discretion, deems reasonable and appropriate. The cost of such maintenance or repair is chargeable to the Lot Owner as a lien against the Lot and is governed by Article IV of these CC&Rs.

8. Wind Generators/Solar Collectors

No wind generators or solar collectors may be installed without the prior written approval of the Architectural Control Committee.

9. Clothes Lines

The drying of clothes in public view is prohibited.

10. Aircraft

No helicopters, hovercraft, or other aircraft may be landed, stored or parked within the Subdivision.

11. Portable Air Conditioning Units

No window or wall-type air conditioning units are permitted.

12. Storage

No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage is permitted. Building materials may be stored on a Lot for a period of thirty (30) days prior to the start of construction. Construction must be completed within nine (9) months after the pouring of the footing.

13. Vehicle Storage

There are no driveway restrictions on vehicles owned by residents or under their dominion and control, provided such vehicles are operable and routinely used (moved at least once per week).

- A. **Operable, Routinely Used.** No vehicle may be parked on any street for more than twenty-four (24) hours during any forty-eight (48) hour period. Exceptions may be made if the driveway is unavailable due to repair or replacement. In the event of a social gathering, parking on the street is permitted for the duration of the event, provided the flow of traffic is not impeded. No vehicle may be parked, stood, or stored on any grassy area of any Lot or Common Area. RVs, house trailers, camping trailers, boat trailers, hauling trailers, running gears, boats, or accessories thereto may be parked in residential driveways for up to forty-eight (48) hours at time, but may not be stored on residential property. These restrictions do not apply to vehicles, trucks, or other commercial vehicles within the Subdivision that are necessary for emergency, construction, or maintenance of Dwellings, Common Areas, or Lots.
- B. **Inoperable, Rarely Used.** No vehicles, motorcycles, motorbikes, ATVs, campers, RVs, trailers, boats, tractors, golf carts, or other recreational vehicles that are rarely used (moved less than once per week) or inoperable may be openly kept, parked, stood, or stored on any Lot, including the driveway. Such vehicles must be stored within a garage or an appropriately constructed outbuilding. Inoperable vehicles may not be repaired, constructed, or stored in any manner that is visible from another Lot or from any Common Area.

14. Signs

All signs must be maintained by the Lot Owner to present a neat and professional appearance at all times. Damaged signs must be removed from view or repaired in a timely manner for suitable display. Profane signs, protest signs, or signs containing inflammatory or negative language are prohibited.

- A. **For Sale and For Rent Signage.** One temporary sign per Lot advertising the property for sale or lease, not to exceed five (5) square feet, may be displayed. Only one "Open House" sign is permitted at the Subdivision entrance at any one time. No other directional signs may be placed within the Subdivision other than to highlight an "Open House" event, and only on the day of the open house. Lot Owners of property for sale or for rent are responsible for violations of these requirements, regardless of who erects the sign. One additional "Builder" sign, not to exceed five (5) square feet, is permitted for newly built homes for sale. All "For Sale," "For Rent," or "Builder" signs must be removed within ten (10) days of the sale or rental of the property.
- B. **Contractor Advertising Signage.** No permanent or temporary business, trade, or commercial signs are permitted.
- C. **Political Signage.** A maximum of one (1) political sign per political office or ballot issue, not to exceed five (5) square feet, may be displayed per Lot in accordance with Oklahoma law, during the forty-five (45) days prior to election day and until seven (7) days after election day. Political signs are permitted only on Lots and may not be placed in any Common Areas.
- D. **Pet and Security Signs.** Each Lot is permitted a maximum of two (2) "Beware of Dog" signs and/or "Security Signs," provided they are not obtrusive and do not exceed one (1) square foot in size.
- E. **Garage and Yard Sale Signs.** A maximum of one (1) Garage/Yard Sale Sign, not to exceed five (5) square feet, is permitted per Lot and may only be displayed during the announced dates of the sale. No directional signage to individual garage sales is permitted. The Association may provide professionally made, community-wide garage/yard sale signage at the entrances to the Subdivision for community garage/yard sale events.
- F. **Celebratory / Other Signs.** Celebratory or special occasion signs (e.g., graduations, birthdays) may be displayed for no longer than ten (10) days and may exceed the standard size limitation of five (5) square feet. Other signage, including but not limited to "Student of the Year," "Parent of Student," or "Student Extracurricular Activities" signs, not to exceed five (5) square feet, may be displayed for up to one (1) year. Each Lot is limited to three (3) signs of this nature at any given time. Permanently installed decorative signs are subject to Architectural Control Committee review and approval.

15. Waste

No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No burning of trash is permitted. All waste must be kept in sanitary containers, and all equipment for storage or disposal of such material, and all Lots, must be kept in a clean, neat, and orderly manner. Waste containers may not be stored in the front of any Lot. If waste containers are stored

outside, they must be placed at the side or rear of the Dwelling against a wall or garage door and may not be stored nearer the street than the front of the main Dwelling. To avoid attracting animals or diminishing the aesthetics of the Subdivision, trash cans and recycling bins stored outside must remain clean and be closed at all times. All waste, whether in containers or not, must be placed at the curb no earlier than the day before pickup.

16. Water Service

Potable water must be purchased from Rural Water District No. 3, Rogers County, or its successors or assigns. Irrigation and similar needs may be serviced by alternative sources of water if approved by the Association.

17. Sanitary Sewer Disposal

Sewage shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage disposal systems. No other on-site individual sewage disposal systems shall be allowed without written approval from the Association. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set forth by the ODEQ.

- A. **Lot Owner Responsibility.** Each Lot Owner is responsible for the maintenance and monitoring of any such system installed on their Lot. If complaints are received regarding any sewage disposal system, the Association reserves the right to designate an approved third-party contractor with experience in installing and maintaining aerobic sewage disposal systems for the purpose of performing regular maintenance and monitoring functions of all such systems within the Subdivision. The fees for such services may be satisfied through regular or specific assessments imposed upon each Lot.
- B. **Alternative Systems.** In the event that an approved aerobic sewage disposal system is not desired, and a Lot Owner has a different system that is approved by the ODEQ, approval from the Architectural Control Committee must be given prior to installation.

18. 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 Lot Owner may construct or permit the construction of any fencing or other obstruction that would impair the drainage of storm and surface waters over and across their Lot. Lot Owners are responsible for drainage and erosion maintenance on and between adjacent Lots. The Association expressly reserves the right to enter upon any Lot for the purpose of resolving drainage issues related to adjacent or nearby Lots.

19. Compliance with Code

All Lots are subject to the uses, restrictions, and requirements of Rogers County, the Oklahoma Department of Environmental Quality (ODEQ), and any other applicable state building codes.

20. Common Areas

If, due to the act or omission of any Lot Owner, or their family, tenants, contract purchasers, guests, licensees, or other invitees, a Common Area is damaged (normal wear and tear excepted) and maintenance, repair, or replacement is required, such Lot Owner shall pay the full cost of such maintenance, repair, and replacement as determined by the Association.

ARTICLE III -PROPERTY OWNERS' ASSOCIATION

1. Property Owners' Association

A property owners' association, known as "Homestead Homeowners Association," an Oklahoma not-for-profit corporation, has been or shall be established pursuant to 60 O.S. § 851, et seq., to accomplish the purpose of the Association set out in the Bylaws and for such other purposes as may be deemed advisable by the Board of Directors. All lawful acts, if any, of the Association, made under and pursuant to its Certificate of Incorporation and Bylaws, are binding upon the Lots contained in the Subdivision and the Lot Owners thereof. All Lot Owners are members in the Association consistent with the Bylaws.

2. Assessments

- A. **Annual Assessment.** The following annual assessment is made on a per-Lot basis: \$200.00 per year per Lot. Such assessment may be increased ten percent (10%) per year by the Board of Directors of the Association and up to fifteen percent (15%) per year upon the affirmative vote of two-thirds of the Lots in the Subdivision, with each Lot entitled to one vote to be cast by a Lot Owner in Good Standing for that Lot. Such assessments constitute a lien upon the Lot assessed. Any such lien may be foreclosed by the Association, and the Lot Owner is responsible for all costs and attorneys' fees incurred by the Association in connection with such suit. Annual assessments do not apply to Lots owned by the developer, builders, or undeveloped Lots owned by others.
- B. **Specific Assessments.** In the event that any Lot Owner violates any covenant, condition, or restriction herein, the Association shall have the right to enter upon such Lot and remedy the violation. The cost of curing the violation shall thereupon be assessed against the Lot and shall be a lien on such Lot, which may be foreclosed as contained herein.
- C. **Special Assessments.** Special assessments may be levied by means of an affirmative vote of two-thirds of the Lots in the Subdivision, with each Lot entitled to one vote to be cast by a Lot Owner in Good Standing for that Lot. Special assessments shall only be for the purchases or activities approved by the vote of the Lot Owners.

ARTICLE IV - PRUDENTIAL CONSIDERATIONS

1. Enforcement

Enforcement to restrain or to recover damages for violation of the CC&Rs may be brought by the developer, the Association, by any Lot Owner, or other person having an interest therein, whether acting jointly or severally. The developer and the Association are not obligated to enforce any

covenant or restriction through legal proceedings or otherwise.

- A. **Sanctions.** Every Lot Owner, occupant of a Lot, and visitor to a Lot shall comply with the Governing Documents. The Association may impose sanctions for violation of the Governing Documents in accordance with the procedures set forth below and in the Bylaws. Such sanctions may include, without limitation:
1. imposing reasonable monetary fines, which shall be a personal financial obligation and shall constitute a lien upon the violator's Lot. If any occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time set by the Association, the Lot Owner shall pay the fine upon notice from the Association;
 2. exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
 3. requiring a Lot Owner, at the Lot Owner's own expense, to remove any structure or improvement on such Lot Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition. Upon the failure of the Lot Owner to do so, the Association or its designee shall have the right to enter onto the Lot, remove the violation, and restore the Lot to substantially the same condition as previously existed, and any such action shall not be deemed a trespass; and
 4. levying a specific assessment to cover costs in bringing a Lot Owner or a Lot into compliance with the provisions of the Governing Documents, provided the Association gives the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying a specific assessment under this subsection. The specific assessment shall be a lien on such Lot, which may be foreclosed as contained herein.

B. **Governing Documents**

1. **Scope.** The Subdivision's Governing Documents consist of the following documents, as they may be amended: (1) Articles of Incorporation of Homestead Homeowners Association, Inc.; (2) Bylaws of Homestead Homeowners Association, Inc.; (3) Plat and Deed of Dedication filed _____, 2018, in Book _____ at Page _____, records of the County Clerk of Rogers County, Oklahoma; and (4) resolutions and policies of the Board of Directors of Homestead Homeowners Association, Inc. ("Governing Documents").
2. **Applicability.** The Governing Documents apply to all Lot Owners and occupants within the Subdivision, as well as to their respective tenants, guests, and invitees. If a Dwelling on a Lot is leased, the lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.
3. **Severability.** If any court determines any provision of the Governing Documents is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.
4. **Conflict in Governing Documents.** In the event that any inconsistency or conflict exists between any of the Governing Documents, the inconsistency or conflict shall in every instance be controlled by the CC&R's.

2. Existing Dwelling. The following CC&Rs of the recorded Plat of Homestead Homeowners Association shall not apply to the existing Dwelling on Lot Two (2), Block Twelve (12):

Article I, paragraph 1, sections B (dwelling exterior), C (attached garages), D (patio covers), E (driveways), and G (sodding and landscape); paragraph 4, section B (fence materials); paragraph 5 (outbuildings).

Article II, paragraph 2, section (portable air conditioning).

Any revisions, modifications, and/or additions to the existing Dwelling and improvements on Lot Two (2), Block Twelve (12), after the filing of the Declaration of the CC&Rs for the Association shall be subject to the approval of the Architectural Control Committee in writing prior to the commencement of any such revisions, modifications, and/or additions.

3. Remedies

If any person violates or attempts to violate any of the CC&Rs herein, any person owning any real property in the Subdivision shall have standing to prosecute proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the Association, if the prevailing party, shall be entitled to an award of attorneys' fees to be taxed as costs.

4. No Waiver

The failure of SOC's Development, LLC, the Association, or any successor in title to enforce any restriction, covenant, or condition at any time shall not be deemed a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective CC&Rs.

5. Waiver of Right of Recovery

Each Lot Owner is responsible for obtaining insurance coverage for the risk of bodily injury and physical loss or damage of any kind to the Lot Owner's and the Lot Owner's invitees' personal property, including, but not limited to, any personal property stored or located on property within the Subdivision and with respect to the Lot Owner's Dwelling. The Association and each Lot Owner hereby waive and release any and all claims which they may have against any other Lot Owner, the Association, its directors and officers, the managing agent (if any), and their respective employees and agents, for damage to the Lots or Dwellings, or to any personal property located in the Lots or Dwellings, caused by fire, flood, or other casualty, to the extent such damage is insurable by fire, flood, or other forms of casualty insurance. To the extent possible, all such policies shall contain waivers of the insurer's rights of subrogation against any Lot Owner, the Association, its directors and officers, the managing agent (if any), and their respective employees and agents.

6. Disclaimer of Warranty

Except as expressly provided in writing, the Association makes no warranty, express or implied, regarding the Subdivision or any improvement in the Subdivision, the sufficiency of utilities, the storm water management design, the workmanship, design or materials used in any improvement, including, without limitation, the Common Areas, and including, without limitation, any express or implied warranty of merchantability, liability, fitness or suitability for any particular purpose or use, or any warranty of quality.

7. Binding Effect; Amendments

These CC&Rs run with the land and are binding upon all parties and all persons claiming under them; provided, however, that the Association reserves the right to grant variances therefrom in particular cases, and further provided that they may be amended as follows:

- A. The CC&Rs may be amended by the Association at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation, or judicial determination in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on the property subject to these CC&Rs; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to these CC&Rs; (iv) to correct errors and make clarifications or additions in these CC&Rs; or (v) to modify or add to the provisions of these CC&Rs to adequately cover situations and circumstances which the Association believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Association to make or consent to any such amendment on behalf of each Lot Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Association to make, execute, and record such amendments.
- B. The CC&Rs may be amended by the affirmative vote of two-thirds (2/3) of the total votes, or by an instrument executed by one or more Lot Owners of at least two-thirds (2/3) of the Lots; except that the provisions of this paragraph may be amended only by an instrument executed by all the Lot Owners. No amendment is effective until properly recorded. "Lot Owner" means the record owner of a Lot, whether one or more persons or entities. The term Lot Owner excludes any person or entity having an interest in a Lot merely as security for the performance of an obligation (e.g., a mortgagee or other person holding a lien on any Lot).