

SOUTHERN TRAILS ESTATES

Restrictive Covenants

Established 12-5-2006
Revised 11-19-2020

KNOW ALL MEN BY THESE PRESENTS: SOUTHERN TRAILS ESTATES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER THE OWNER/DEVELOPER), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4) OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 29; THENCE NORTH 88' 31' 41" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 29, A DISTANCE OF 1,319.60 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4, NE/4); THENCE SOUTH 01' 17' 20" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4), A DISTANCE OF 1,321.49 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4); THENCE SOUTH 88' 33' 10" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4), A DISTANCE OF 1,319.83 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4); THENCE NORTH 01' 16' 43" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1,320.92 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 29, AND TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE PLAT) AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS SOUTHERN TRAILS ESTATES A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE SUBDIVISION OR SOUTHERN TRAILS ESTATES). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE LOTS, AND INDIVIDUALLY AS A LOT.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE OF STREET RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (SOUTHERN TRAILS ESTATES) 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 THE CITY OF BROKEN ARROW, 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.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE NORTHERN BOUNDARY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

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 THE STRUCTURE AS MAY BE LOCATED UPON A LOT PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE EASEMENT WAYS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

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

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND 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 OF THE LOT, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY. WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT, IN ACCORDANCE WITH THE FINISH-GRADING PLAN, 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 THE LOT OWNED. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE PLAT. PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE SUBDIVISION DESIGNATED ON THE ATTACHED PLAT AS 'LIMITS OF NO ACCESS', WHICH 'LIMITS OF NO ACCESS' MAY BE MODIFIED, AMENDED, OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR WITH THE CONCURRING APPROVAL OF THE BROKEN ARROW CITY COUNCIL OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FORGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. USE OF RESERVE AREA 'A' AND 'B'

RESERVE AREA 'A' AND 'B', AS COLLECTIVELY DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF OWNER AS RESERVE, LANDSCAPE, OVERLAND DRAINAGE AND STORMWATER DETENTION. IN ADDITION, RESERVE AREA 'B' SHALL BE USED FOR COMMON PARKING IN AREAS ALONG SOUTH WILLOW AVENUE AND SOUTH TAMARACK AVENUE. RESERVE AREAS 'A' AND 'B' ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION FOR ADMINISTRATION AND MAINTENANCE SPECIFIC REQUIREMENTS FOR STORMWATER DETENTION ARE INCLUDED IN SECTION II.

I. USE OF RESERVE AREA 'C'

RESERVE AREA 'C', AS COLLECTIVELY DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF OWNER AS RESERVE, LANDSCAPE, OVERLAND DRAINAGE AND OPEN SPACE. RESERVE AREA 'C' ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION FOR ADMINISTRATION AND MAINTENANCE.

J. USE OF RESERVE AREAS D, E AND TRAFFIC CONTROL MEDIANS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE, RESERVE AREAS D, E AND TRAFFIC CONTROL MEDIANS AS DEPICTED ON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES A PERPETUAL EASEMENT, TO BE SUBSEQUENTLY CONVEYED TO THE HOMEOWNERS ASSOCIATION REFERRED TO IN SECTION III HEREOF, FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF LANDSCAPING AND COVENANTS THAT THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR DAMAGE TO LANDSCAPING OR LANDSCAPING IRRIGATION SYSTEMS OCCASIONED BY MAINTENANCE OR RECONSTRUCTION OF RESERVE D, E AND TRAFFIC CONTROL MEDIANS OR BY MAINTENANCE OR RECONSTRUCTION OF THE ADJOINING STREET. IN ADDITION, RESERVE AREAS 'D' AND 'E' SHALL BE USED AS UTILITY EASEMENTS.

K. SIDEWALK

THE DEVELOPER WILL INSTALL SIDEWALK ALONG PUBLIC STREET FRONTAGE ALONG WEST NEW ORLEANS STREET AND PUBLIC STREET FRONTAGE ABUTTING RESERVE AREAS WITHIN THE SUBDIVISION.

SECTION II. RESERVE AREA 'A' AND 'B' STORMWATER DETENTION

OWNER DOES HEREBY DEDICATE TO THIS CITY OF BROKEN ARROW, OKLAHOMA FOR PUBUC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREAS 'A' AND 'B' FOR PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN 'SOUTHERN TRAILS ESTATES'. RESERVE AREAS 'A' AND 'B' ARE 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 FACIUTIES.

A. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS 'A' AND 'B' SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER (AND THE HOMEOWNER'S ASSOCIATION AFTER CONVEYANCE OF RESERVE AREAS 'A' AND 'B' FROM OWNER) OF 'SOUTHERN TRAILS ESTATES' TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR CF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF 'SOUTHERN TRAILS ESTATES' IN ACCORDANCE TO THE FOLLOWING STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.

C. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION AND OTHER DRAINAGE, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE ON CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT IF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE 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, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER 1/102ND OF SAID COSTS SHALL BE A LIEN AGAINST EACH A LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION III. PRIVATE RESTRICTIONS AND COVENANTS

A. ARCHITECTURAL COMMITTEE

THE SOUTHERN TRAILS ESTATES ARCHITECTURAL COMMITTEE WILL BE FORMED TO RENEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. CLINT BRIGGS 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 HOMEOWNERS ASSOCIATION AND THE UNDERSIGNED OWNER AND DEVELOPER, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION.

1. ARCHITECTURAL REVIEW NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN SOUTHERN TRAILS ESTATES 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, DUTIES AND RESPONSIBILITIES OF THE COMMITTEE WILL TRANSFER TO THE

BOARD OF DIRECTORS OF THE SOUTHERN TRAILS ESTATES HOMEOWNERS ASSOCIATION, AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, ONCE ALL OF THE DEVELOPER/OWNER LOTS ARE SOLD.

B. SQUARE FOOTAGE

ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 2,700 SQUARE FEET OF LIVING AREA. ONE AND ONE-HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 3,000 SQUARE FEET OF LIVING AREA

1. 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 PLAT LEVEL FROM OUTSIDE OF FRAME TO THE OUTSIDE OF FRAME. 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 TO BE INCLUDED. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

C. MASONRY

A MINIMUM OF 70% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS, THE ARCHITECTURAL COMMITTEE MAY APPROVE AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

D. STEM WALLS

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

E. GARAGES

1. ENCLOSED GARAGES SHALL BE BUILT ON EACH LOT. THEY SHALL BE SIDE OR REAR LOADING AND PROVIDE FOR A MINIMUM OF TWO AUTOMOBILES. THE SOUTHERN TRAILS ESTATES ARCHITECTURAL COMMITTEE, UPON WRITTEN REQUEST, MAY APPROVE FRONT LOADING GARAGE(S) WHEN A HARDSHIP CAN BE DEMONSTRATED DUE TO PHYSICAL FEATURES OF THE LOT.

2. CARPORTS ARE NOT PERMITTED.

3. GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY-FIVE FEET.

4. GLASS IN GARAGE DOORS IS NOT PERMITTED.

F. 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.

G. PRE-EXISTING BUILDINGS

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

H. 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.

I. 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 PROPERTY OWNERS' ASSOCIATION.

J. FENCES

1. 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 J.5 BELOW.
2. ALL PRIVACY FENCES FACING THE STREET MUST BE INSTALLED WITH THE GOOD SIDE FACING THE STREET.
3. 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 J.4 BELOW.
4. FENCES SHALL BE WOOD, BRICK, NATURAL STONE, OR WROUGHT IRON; IF A FENCE IS TO BE PAINTED THE ARCHITECTURAL COMMITTEE SHALL APPROVE THE COLOR, EXCEPT FOR BLACK OR DARK GRAY WROUGHT IRON.
5. 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.
6. FENCES MAY NOT EXCEED 6 FEET IN HEIGHT, AND MAY NOT BE HIGHER THAN THE ENTRY FENCING ON THE NORTH PROPERTY LINE (REAR) OF LOTS 1 THRU 5, BLOCK 1; AND LOTS 1 THRU 8, BLOCK 2. A PRIVACY FENCE MUST BE INSTALLED ON THE EAST PROPERTY LINE (REAR) OF LOTS 8 AND 9, BLOCK 2.
7. BLACK WROUGHT IRON FENCING SHALL BE THE ONLY FENCING ALLOWED ON LOTS 1 THRU 22, IN BLOCK 4; AND LOTS 1, 2, 3, 14, 15, 16, AND 17, IN BLOCK 5. EXCEPT, LOTS 3 AND 14, IN BLOCK 5, MAY HAVE PRIVACY FENCING ON THE NORTH SIDE PROPERTY LINE, LOT 1, BLOCK 5, MAY HAVE PRIVACY FENCING ON THE WEST PROPERTY LINE, AND LOT 17, BLOCK 5, MAY HAVE PRIVACY FENCING ON THE SOUTH AND EAST PROPERTY LINE LOT 21, BLOCK 2 SHALL HAVE WROUGHT IRON FENCING ON THE SOUTH PROPERTY LINE AND LOT 22, BLOCK 2 SHALL HAVE BLACK WROUGHT IRON FENCING ON THE NORTH PROPERTY LINE.

K. SCREENING OF GROUND MOUNTED EQUIPMENT

ON EACH LOT, HVAC UNITS, GENERATORS, SOLAR HEATING EQUIPMENT, POOL EQUIPMENT, AND OTHER SUCH GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM ALL STREETS AND ANY ADJACENT LOTS WITH SUFFICIENT LANDSCAPING OR FENCING. IF A LOT OWNER USES LANDSCAPING FOR SCREENING, THE LOT OWNER MUST PLANT AND MAINTAIN LANDSCAPING WITH ADEQUATE FOLIAGE TO PROVIDE SCREENING YEAR-ROUND.

L. ROOF

RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 7/12. PORCHES OR COVERED PATIOS MAY HAVE A 4/12 PITCH. A ROOF PITCH OF LESS THAN 4/12 IS NOT PERMITTED. A WAIVER MAY BE GRANTED, UPON WRITTEN REQUEST TO THE ARCHITECTURAL COMMITTEE, TO RECOGNIZE SIGNIFICANT ARCHITECTURAL STYLES.

1. ROOF MATERIAL ROOFS SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 30 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.
2. ROOF MOUNTED EQUIPMENT ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL, AIR CONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SATELLITE DISHES.
3. ROOFTOP PROTRUSIONS SHEET METAL ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED BROWN TO MATCH THE ROOF.

M. SIDE YARDS

MINIMUM SIDE YARD SET BACK SHALL BE 7 FEET ON EACH SIDE EXCEPT FOR THE FOLLOWING LOTS WHICH SHALL BE 5 FEET: BLOCK 1 - WEST LINE OF LOTS 1, 14, AND 15; BLOCK 2 - EAST LINE OF LOT 14 AND NORTH LINE OF LOT 24; BLOCK 3 - SOUTH LINE OF LOT 1 AND EAST LINE OF LOT 7; BLOCK 4 - EAST LINE OF LOT 4 AND WEST LINE OF LOTS 11 AND 15; BLOCK 5 - SOUTH LINE OF LOTS 8 AND 9 AND WEST LINE OF LOT 21; BLOCK 6 - SOUTH LINE OF LOT 1 AND NORTH LINE OF LOT 5.

N. 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 AND THE STREETScape

O. LIGHTING

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

P. ANTENNAS

OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN SMALL (LESS THAN 20") SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD, 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.

Q. 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.

R. CLEAN LOTS

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

S. CLOTHES LINES

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

T. UPKEEP

ALL STRUCTURES, LANDSCAPING, TREES AND IMPROVEMENTS ON EACH LOT SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES. ALL TREES ON EACH LOT MUST BE MAINTAINED IN GOOD HEALTH AND NEWLY PLANTED TREES ON EACH LOT MUST BE PROPERLY WATERED AND FERTILIZED UNTIL SUCH NEW TREES GROW TO MATURITY. TREES THAT ARE NOT IN GOOD HEALTH ON EACH LOT MUST BE REPLACED BY THE PROPERTY OWNER OF THE LOT WITH NEW TREES THAT MEET THE MIMIMUM TREE REQUIREMENTS SET FORTH HEREIN.

U. 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. THE DEVELOPER, AT ITS OWN DISCRETION, MAY INSTALL ANY SIGN SO LONG AS IT IS FOR THE MARKETING OF THE DEVELOPMENT.

V. MAILBOX

SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN SOUTHERN TRAILS ESTATES, BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN SOUTHERN TRAILS ESTATES 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 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.

W. FIREPLACE

FIREPLACE CHIMNEYS FRONTING ON ANY STREET. WHETHER PRE-FAB OR FULL MASONRY, SHALL BE VENEERED WITH BRICK, STONE, OR STUCCO. ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE AN ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP.

X. 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.

Y. LANDSCAPE

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

Z. 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.

AA. MINIMUM TREES

WITHIN NINETY (90) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THE PROPERTY OWNER/BUILDER OF EACH LOT, SHALL PLANT AND MAINTAIN TWO (2) TREES IN THE FRONT YARD AND ONE (1) TREE IN THE REAR YARD. THE TREES MUST (1) BE AT LEAST THREE INCH (3") CALIPER THICKNESS / DIAMETER (MEASURED SIX INCHES FROM THE BASE OF THE TREE), and (2) BE AT LEAST EIGHT FEET (8') TALL WHEN PLANTED. ONE (1) OF THE TWO (2) TREES IN THE FRONT YARD MAY BE OF A DECORATIVE / ORNAMENTAL VARIETY AND THE SIZE AND HEIGHT REQUIREMENTS LISTED ABOVE DO NOT APPLY TO SUCH TREE. ONLY SUCH DECORATIVE / ORNAMENTAL TREE MAY ALSO BE PLANTED IN THE LANDSCAPE BEDS ADJACENT TO THE HOUSE LOCATED ON THE LOT.

BB. IRRIGATION SYSTEMS

EACH PROPERTY OWNER SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND IRRIGATION OR SPRINKLING SYSTEM FOR THE PURPOSE OF PROPERLY IRRIGATING AND WATERING THE TREES AND LANDSCAPING.

CC. DRAINAGE

EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT THE CITY OF BROKEN ARROW. 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 WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN.

DD. 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.

EE. 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 CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

FF. GARBAGE

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

GG. SIDEWALKS

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

HH. ELEVATIONS

RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION SHALL NOT BE VISIBLE ONE TO THE OTHER.

II. 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.

JJ. WINDOWS

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

KK. NOISE

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

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER AND DEVELOPER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SOUTHERN TRAILS ESTATES 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 ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SOUTHERN TRAILS ESTATES.

B. MEMBERSHIP

MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY TO EACH LOT OWNER IN SOUTHERN TRAILS ESTATES; MEMBERSHIP MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION.

C. DUES AND ASSESSMENT

DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES AND ASSESSMENTS.

D. COVENANT FOR ASSESSMENTS

THE OWNER OF EACH LOT, SUBSEQUENT TO THE DEVELOPER, 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 SOUTHERN TRAILS ESTATES. ANY ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

E. CERTAIN RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, 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 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.

1. SECTIONS I, II, AND III RESTRICTIONS WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED WITHIN SECTION I., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WITHIN THE PROVISIONS OF SECTION I.L RESERVE AREAS 'A' AND 'B' STORMWATER DETENTION ARE SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED WITHIN SECTION II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTIONS III HEREOF SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE ONLY BY THE OWNER OF A LOT AND/OR THE HOMEOWNERS ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH WITHIN SECTIONS I, II OR III, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT (AND IN THE CASE OF THE COVENANTS SET FORTH WITHIN SECTION I & SECTION II, FOR THE CITY OF BROKEN ARROW, OKLAHOMA) TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT AND/OR TO RECOVER DAMAGES, WITH THE EXCEPTION OF ACTIONS TO ENFORCE COVENANTS CONTAINED WITHIN SECTION I., PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THESE RESTRICTIONS, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OCCURRING, OR HAS OCCURRED, WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE RESTRICTIONS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION.

2. ENFORCEMENT BY JUDICIAL ACTION IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS ASSOCIATION, OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SET FORTH WITHIN THIS DEED OF DEDICATION, 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. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVE AREAS 'A' AND 'B' STORMWATER DETENTION 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 BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTIONS III MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST 1 LOT. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.