

BROOKWOOD FARMS

AN SUBDIVISION OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, T17N, R15E, WAGONER COUNTY, OKLAHOMA

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BROOKWOOD FARMS CERTIFICATE OF DEDICATION DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

JAMES L. and DEBRA D. BARNARD hereinafter referred to as "Owner" are the owners of the following described land in the County of Wagoner, State of Oklahoma, to wit:

The E1/2 NE1/4 NW1/4 of Section 15, T17N, R15E of the Indian Base and Meridian, Wagoner County, State of Oklahoma according to the U.S. Government survey thereof; LESS AND EXCEPT the North 60 feet thereof; containing 19.15 acres, more or less.

and have caused the same to be surveyed, staked and plotted into blocks, lots and streets and have designated the same as "Brookwood Farms", a subdivision in the County of Wagoner, Oklahoma.

SECTION I. STREETS AND UTILITIES

A. Streets and Utility Easements

The Owner does hereby dedicate to the public use the streets designated on the plat and does further dedicate for the public use the easements and rights-of-way designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all public utilities including storm sewers, sanitary sewers, telephone and communications lines, electric power lines and transformers, gas lines and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and race water, lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all the public streets, alleys, and utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat.

SECTION II. RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the owner, his successors and assigns.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner, his successors and assigns:

- A. Use of Land
 1. All lots shall be known and described as residential lots and shall be used for single-family residence only.
- B. Single Family Restrictions

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

1. Architectural Committee

No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and footing of such building, have been approved in writing by a majority of an architectural committee composed of JAMES L. BARNARD, DEBRA D. BARNARD or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color schemes, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval or building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the committee or its designated representatives shall cease when a single family residence has been constructed on each of the single family lots of this subdivision or on January 1, 2002. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the single family lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the committee for such period as may be specified in the instrument.

2. Minimum Lot Size, Yards and Setbacks

a. No building shall be erected or maintained nearer to the front or side street lines than the building setback lines shown on the accompanying plat nor shall it be nearer than 40 feet from the rear property line.

b. All lots designated for single-family use shall have side yards of not less than 30 feet and no building shall be permitted within a required side yard.

c. No lot shall be lot-split or subdivided into any lot having an area of less than 2.0 acres, provided, however, that a lot may be divided into a parcel having less than 2.0 acres if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two or more parcels is not less than 2.0 acres.

3. Area of Single-Family Dwellings

a. Single Story. No single-family dwelling consisting of one floor level shall have less than 2,100 square feet of finished heated living area.

- b. Two-Story and Story-and-a-Half. If a single-family dwelling has two levels or stories immediately above and below each other measured vertically, and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,200 square feet of finished heated living area on the first story or level and shall have a sum total of both levels or stories of at least 2,100 square feet of living area, which must be finished and heated prior to occupancy by a resident, provided the Architectural Committee may waive the finish and heating requirement in the particular instance. The maximum height of any structure shall be thirty-five (35) feet.
- c. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. A living area measurement shall be taken horizontally at the top plate level to the face of the outside wall. All living area must average at least 7 feet 6 inches in height except that the height of second or upper story ceiling shall be 7 feet 6 inches for at least one-half of the required living area. That area with less than 5 feet clear head-room shall not be included in computing required living area.
- d. Garage.
- (1). Each dwelling shall have a garage for at least two automobiles and the vehicular entry of the garage shall not face the lot front. Detached garages shall be of the same construction and appearance as the house. Driveways shall be paved with 4" concrete or asphalt.

(2). Waiver. The Architectural Committee may waive, in a particular instance, the requirements set out in this Subsection 3d; PROVIDED, such waiver to be effective must be in writing, dated and signed by a majority of such Committee.

4. Building Material Requirements

- a. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 75% brick, stone, stone or stucco, PROVIDED, HOWEVER, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls and further provided that where a gable type roof is constructed and a part of the exterior wall is extended above further provided that where a gable type roof is constructed and a part of the exterior wall is interior room ceiling line due to the construction of such gable type roof, then that portion of such wall extending above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said dwelling.
- b. Windows. All dwellings with windows other than wood will be either glazed or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sanded or stained.
- c. Siding. No steel, aluminum, or plastic siding shall be permitted on any building.
- d. Roof. No building shall have a roof pitch of less than 8/12 except that a building may have a flat roof equal to no more than 20% of the area covered by all roof surfaces subject to approval of the Committee. Wood gabled composition roofing material having a twenty-five(25) year rating shall be used on all homes (i.e., TAMCO Heritage Two, Weathered-Wood or equal).
- e. Mail Boxes. So long as a rural type mailbox is in use in Brookwood Farms by the United States Postal Service, all mailbox pedestals in Brookwood Farms shall be masonry similar to the house and shall conform to that specific plan approved by the Committee. The mailbox shall be positioned so that if it is accessible from the street and 8 feet from the "inside edge" of the driveway. "inside edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42" from street level.
- f. Waiver. The Architectural Committee may waive, in a particular instance, the building material requirements set out in this Subsection 4; PROVIDED, such waiver to be effective must be in writing, dated and signed by a majority of such Committee.

5. Frontage of Residence on Streets

Any dwelling erected on any of the lots herein shall front or present a good frontage on the streets, and for this purpose is applied to inside lots. It shall mean that the dwelling shall front on the street adjoining, and on any corner lot the dwelling shall front towards the greatest building setback line and shall present a good frontage on both streets adjoining.

6. Commercial Structures

No building or structure shall be placed, erected, or used for business, professional trade or commercial purposes on any portion of any single-family lot.

7. Outbuildings

Outbuildings may be erected on any lots, provided that it is architecturally compatible with the house and be approved by the Architectural Review Committee prior to construction. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and appurtenant thereto, provided, the Architectural Committee may waive this restriction in the particular instance.

8. Livestock and Poultry Prohibited

No animals, livestock except horses, or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided they are not kept bred or maintained for commercial purposes. A maximum of one (1) horse per acre is permitted. Sold livestock shall kept behind the rear of the house.

9. Noxious Activity

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No impervious motor vehicles as defined by State law shall be stored on any lot. Any structure partially damaged by fire, storm or other means shall be repaired or demolished within a reasonable period of time (to be determined by the Committee), and the land restored to an orderly and attractive condition.

Each lot owner shall mow and maintain the landscaping and vegetation of his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) days written notice the owner shall fail to remedy the above unsightly conditions or noxious activities, the Property Owners Association shall have the authority and right to enter said Lot for the purpose of remedying the unsightly conditions or noxious activities. The Association shall also have the right and authority to assess and collect from the Lot owner the costs of the remedies. In the event the Lot owner fails to pay the above costs, the Association may file a recorded statement of costs including but not limited to 10 per cent interest per annum, reasonable attorney fees, filing fees, etc., and thereafter the costs shall be a lien against said lot and may be foreclosed by the Association.

10. Billboards Prohibited

The construction or maintenance of billboards, or advertising boards or structures on any lot is specifically prohibited, except that signs advertising the sale or rental of such property are permitted, provided they do not exceed six (6) square feet in size.

11. Existing Structure

No existing, erected building or structure of any sort may be moved onto or placed on any lot.

12. Temporary Structure

No mobile home, trailer, tent, shack, garage, barn or outbuilding shall be at any time used for human habitation, temporary or permanent, nor shall any structure of a temporary nature be used for human habitation.

13. Fences

Interior fences and walls situated upon residential lots shall comply with the following:

a. No such fence or wall shall exceed six (6) feet in height. No fence or wall shall be erected or maintained nearer to the streets within the Subdivision than the building setback lines depicted on the plat, except for decorative fences set forth in paragraph 2 immediately below.

b. Decorative fence or wall shall be permitted on that portion of any lot in front of the building set back line. "Decorative fencing or walls shall not exceed three (3) feet in height and shall be of the same decor, materials (i.e. wrought iron, etc.) and styling as used in the architecture and construction of the dwelling situated on the lot.

c. No fence or wall shall be erected on any lot until the plans, specifications and design thereof have been approved by the Architectural Committee as provided in Subsection B of Section II, and the Architectural Committee may waive in a particular instance the requirements or limitations set forth in Paragraphs 1 and 2 of this Subsection 13.

14. Vehicle Storage and Parking

No nonperative vehicle shall be stored on any lot and no trailer, motor home, boat trailer, travel trailer, horse trailer, tractor, commercial vehicle in excess of 3/4 ton, and other large equipment shall be located, parked, or stored within a front and/or side yard for more than 24 hours unless screened from view provided nothing herein shall prohibit the parking of stationary passenger vehicles on the surfaced driveway. No vehicle shall be parked on any street for more than 24 hours.

15. Stem and Retaining Walls

Unfinished concrete faces of for stem and retaining shall not be left exposed to view. They shall be finished with stone, brick, masonry, or stucco materials used in the construction of the house. Plans for a retaining walls must be submitted and approved by the Architectural Committee.

16. Antennae

No exterior antennas, including, but not limited to, the television and CB radio, shall be erected anywhere in Brookwood Farms without the express approval of the Committee. Any other type of electronic reception device, including a television satellite dish, must be confined to the backyard and situated, fenced and landscaped to properly shield its view from adjacent lot owners in accordance with the express approval of the Committee.

17. No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction, and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

18. No exposed clothes line poles or other outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot.

C. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owner, its successors and assigns and all parties claiming under them. The covenants contained in Paragraph A, Use of Land, shall inure to the benefit of all owners of lots within the subdivision. The covenants contained in Paragraph B, Single-Family Lot Restrictions, shall inure to the benefit of all owners of designated single family lots within the subdivision. If the undersigned owner, or its successors or assigns, shall violate any of the covenants contained in Paragraph A, it shall be lawful for any person or persons owning any lot situated within the subdivision, or any person or persons owning any designated single-family lots, to violations of the covenants contained in Paragraph B, 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 covenants or to recover damages for such violations.

D. Duration

These restrictions shall remain in full force and effect until January 1, 2023, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

E. Amendment

The Provisions of Section II, Paragraph A, may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owner or owners of more than 75% of the lots within the addition, and the provisions of such instrument shall be binding from and after the date it is properly recorded. The provisions of Section II, Paragraph B, may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owner or owners of more than 75% of the designated single-family lots and the provisions of such instrument shall be binding from and after the date it is properly recorded. Each lot owner shall have one (1) vote for each lot they own and the OWNER (Developer) shall have four (4) votes for each lot owned.

F. 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.

IN WITNESS WHEREOF: The OWNERS have executed this instrument in _____ day of May 1998.

James L Barnard
James L Barnard
Debra D. Barnard
Debra D. Barnard

STATE OF OKLAHOMA }
COUNTY OF Adair } SS:

Before me, the undersigned Notary Public, on and for said County and State on this 22 day of May, 1998, personally appeared JAMES L BARNARD and DEBRA D. BARNARD, to me known to be the identical persons who subscribed their name as the makers thereof to the foregoing instrument acknowledge to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Terri M. Mott
Terri M. Mott
Notary Public

My commission expires: May 27, 1999

CERTIFICATE OF SURVEY

I, WILLIAM E. LEWIS, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have, at the instance of the owners designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 18 day of May 1998.

William E. Lewis
William E. Lewis
Registered Land Surveyor



STATE OF OKLAHOMA }
COUNTY OF TULSA }SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of May 1998,

personally appeared WILLIAM E. LEWIS to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this day and year last above written.

Naomi J. Mullock
Notary Public

My commission expires May 27 1999

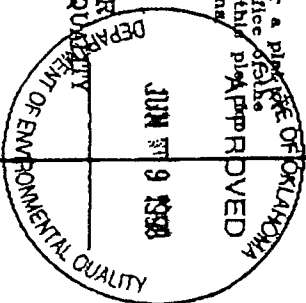
DEQ CERTIFICATE

I certify that I have approved the application and plan for a private residential development which is on file at the Wagoner Office of the Department of Environmental Quality, and hereby approve the use of public water systems and private sewage systems.

Dated 5-9 1998

RICK AUSTIN
ENVIRONMENTAL SPECIALIST SUPERVISOR
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

Will Austin



CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$ 146.⁸⁵ per trust receipt no. 4435

to be applied to 1998 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 1098 taxes in full but is given in order that this plat may be filed of record. 1098 taxes could exceed the amount of the security deposit.

Dated June 15 1998
MARY SUE TEDDER
WAGONER COUNTY TREASURER

Mary Sue Tedder
Deputy
BROOKWOOD FARMS
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