

## Covenants, Conditions and Restrictions for The Village At Southern Links

The Village at Southern Links is an area of distinctive landscape and natural beauty. It is the desire and intent of Trail's End Development, Inc. ("the Developer") to create a 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 property located in the addition described as:

The Village At Southern Links, an Addition to the City of Owasso, Tulsa County, State of Oklahoma, a subdivision of a part of the West Half (W/2) of Section 30, Township 21North, Range 14 East of the I.B.& M.

The Developer, desiring to establish a compatible system of development and preserve the character of The Village At Southern Links ("the Addition"), does hereby declare and establish the following restrictions, conditions and protective covenants, to which all properties in this Addition are subject:

### Article I

#### Dwelling and Lot Improvements

1.1 Dwellings. "Perimeter Lots" are defined to mean Lots 1, 11 through 19; 41 through 43; 49 through 52; 60 and 61. Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:

A. Dwelling Size. All dwellings shall have a minimum living space of at least 1,300 square feet and a maximum living space of 2,000 square feet; provided, however, that the Developer may permit larger homes on the Perimeter Lots. Dwellings in excess of one story shall have at least 1,100 square feet of living space on the first floor. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages.

B. Masonry. The front elevation and the forward two feet of each side elevation shall consist of one hundred percent (100%) brick or stone, including gables; provided, however, that the area above the garage and under a covered porch may consist of wood siding. The remainder of the side elevations and the rear elevation shall consist of at least a three foot brick or stone covering, when measured from the final grade. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed.

Dwellings on Perimeter Lots shall be so designed so that, except for second story dormers, no siding on such homes shall be visible from 86th Street North or 101st East Avenue.

C. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door. Carports shall not be permitted.

D. Driveways. All driveways into a lot from any Street shall be constructed of concrete and shall not be less than fourteen (14) feet in width.

H. Mailboxes. All mailboxes shall be enclosed in a brick or masonry structure which shall extend to the ground and shall conform to the dwelling.

F. Roof Pitch. The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 3/12. Dwellings on Perimeter Lots shall have a pitch of at least 8/12 over 75 percent of the total roof area.

G. Sodding; Landscaping. The front yard of each lot must be fully sodded and have a professionally designed landscape package in the front yard prior to completion of the construction of any residence.

H. Retaining Walls. In particular cases, the Developer may require the construction of a retaining wall built to the Developer's specifications.

1.2 Approval Of Plans. For the purpose of further insuring the development of the Addition as an area of high standards, the Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper. In its review of plans or consideration of any request for waiver herein authorized, the Developer 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 constructed, and the harmony thereof with the surrounding area.

The Developer 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 or drainage or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Developer is herein authorized to grant the waiver. No residence, accessory structure, fence, wall or mailbox shall be erected, placed or altered on any lot in the Addition until the plans and specifications thereof have been approved in writing by the Developer.

The required plans and specifications shall be submitted to the Developer in duplicate and shall have the following exhibits attached thereto.

- A. Site plan showing the location and orientation of all improvements;
- B. Full working drawings with floor plan and all elevations;
- C. Specifications identifying all exterior materials to be used. Submission of the color scheme for all exterior materials may be deferred until such time as is at least 10 days prior to application of said materials;

1.3 Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard: 25 feet

Side yard: 5 feet

Other side yard: 10 feet

Back yard: 15 feet

On all lots where there is both a twenty-five foot set-back line and a fifteen foot set-back line adjacent to a public street, the portion of the lot containing the twenty-five foot set-back shall be considered the front yard and the dwelling shall face this portion of the lot.

1.4 Fences. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. No chain-link fences shall be permitted on lots adjacent to 85th Street North without the permission of the Developer.

1.5 Outbuildings. All tool sheds, hobby rooms, or other outbuildings on Perimeter Lots and lots adjacent to 85th Street North shall be approved by the Developer. If such buildings are visible from 85<sup>th</sup> Street North, 86th Street North or 101st East Avenue, they shall conform to the basic architectural styling of the dwelling and shall be shingled with the same color shingle as the dwelling.

1.6 Antennae. No television, radio, or other antennae or reception devices shall be constructed or maintained on any lot without the written approval of the Developer.

## Article II

### Lot Use and Restrictions

2.1 Lot Use. Premises are conveyed and shall 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 may be moved into the Addition. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in The Village at Southern Links.

2.2 Acknowledgement and Waiver. Each Owner, occupant or other person acquiring any interest in the Property is hereby deemed to acknowledge that (a) maintenance activities on the Golf Course shall begin early in the morning and extend into the evening; (b) during certain periods of the year the Golf Course will be heavily fertilized; and (c) golf balls are not easily controlled and

may land or strike beyond the Golf Course boundaries. Neither the Developer, any employee or agent of Developer, the Golf Course owner or operator nor the Association shall be liable for personal injury or property damage caused by golf balls and all Owners are hereby deemed to waive any and all claims arising out of said activities and assume all risks relating thereto.

2.3 No Liability. Neither the Developer, the Association, the Golf Authority, the golf course architect, nor the agents, heirs, successors, assigns, guests or invitees of same, shall be liable to any owner of a lot or dwelling, or his family, tenants, guests, invitees, servants, agents, or employees for any personal injury or property damage resulting from activity emanating from the Golf Course, including, but not limited to, errant golf balls, golf cart traffic, applications or overspray of water, fertilizers, herbicides, or any other chemicals.

2.4 Golf Course Access. No person shall have any right, by virtue of ownership of any lot, whether or not contiguous to the Golf Course, of access, entry or other use of the Golf Course, except as specifically permitted by the Golf Course owner or operator.

2.5 Cart Paths. Golf cart paths are for the exclusive use of electric golf carts provided by Bailey Golf Ranch. Use of said paths for cycling, skating, roller blading, or any other activity is prohibited.

2.6 Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.7 Animals. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) household pets and the suckling young of said animals; provided that no more than two (2) adult dogs shall be maintained on any lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Animals shall not be permitted to roam on the Golf Course, and at the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

2.8 Lot Maintenance. All lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property. The Developer reserves the right to enter upon any lot for the purpose of mowing, weedeating,

edging and performance of other lawn maintenance if a lot is not being maintained in a manner acceptable to the Developer. The cost of such maintenance shall become a lien upon the lot and governed by paragraph 5.3 hereof.

2.9 Wind Generators. Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Developer.

2.10 Swimming Pools. Swimming pool drains shall be piped into the storm sewer, or gutter in front of the lot. Above ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a.) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling; and shall not be, visible from any residential street. No temporary pool covering will extend higher than four feet above the water level of the pool.

2.11 clothes Lines. The drying of clothes in public view is prohibited.

2.12 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted.

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

2.14 Vehicles, Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period, except in a garage. Vehicles shall not be kept, parked or stood on the yard. Residents' vehicles shall not be parked or stood in any street.

2.15 Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer or builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

2.16 Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

2.17 Compliance with Code. All lots are subject to the uses, restrictions and requirements of the Code of the City of Owasso.

## Article III

### Homeowners Association

3.1 Homeowners' Association. A homeowners' association, known as "SOUTHERN LINKS ASSOCIATION," an Oklahoma corporation, has been established pursuant to 60 O.S.1991, § 851, to maintain the entryway and the reserve areas in the Addition and for such other purposes as shall be deemed advisable. All lawful acts, if any, of SOUTHERN LINKS ASSOCIATION (the "Association"), made under and pursuant to its Certificate of Incorporation and By-Laws shall be binding upon the lots contained in the Addition and the owners thereof. Membership in the Association shall consist of all owners of lots in the Addition and all owners of such additional property designated by the Developer.

3.2 Assessments. Annual assessments of \$100.00 shall be made on a per lot basis. Such assessments may be increased five percent (5%) per year by the Board of Directors of the Association and up to ten percent (10%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition. Such assessments shall be a lien upon the lot assessed. Any such lien may be foreclosed by the Association and the lot owner shall be responsible for all costs and attorneys fees incurred by the Association in connection with such suit. No lot shall be entitled to more than one (1) vote, regardless of the number of owners. No lot owned by the Developer shall be subject to assessment.

## Article IV

### Developer's Reserved Rights

4.1 In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Declaration or the Association Documents, Developer shall have the rights and powers set forth in this article. Anything in this Declaration or the Association Documents to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided in this article, the provisions of this article shall terminate and be of no further force and effect from and after such time as Developer is no longer vested with or controls title to any part of the property.

4.2 Promotion of Southern Links. In connection with the promotion, sale or rental of any improvements upon the Property:

- (a) Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on or to the Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and

- (b) Developer and its respective agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

4.3 Construction on the Property. Developer is hereby granted the right and power to make such improvements to the Property as Developer deems to be necessary or -appropriate. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective guests, agents and contractors shall have the right of ingress, egress and parking on the Property and the right to store construction equipment and materials on the Property without the payment of any fee or charge whatsoever.

4.4 Developer Control of Association. The date on which Developer's rights under this section 4.4 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Developer. Developer's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Developer no longer holds or controls title to any part of the Property, (b) the giving of written notice by Developer to the Association of Developer's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Developer, the Owners shall have no voting rights and Developer shall be the sole Voting Member.

4.5 Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the Property which Developer determines are necessary or desirable in connection with the rights of Developer under this Declaration.

## Article V

### Prudential Considerations

5.1 Enforcement. Enforcement to restrain or to recover damages for violation of the covenants may be brought by the Developer or an owner of any lot or having any interest therein, whether acting jointly or severally. The Developer and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

5.2 Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the Addition shall have standing to prosecute any 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 Developer or the Association, if the prevailing party, shall be entitled to an award of attorneys fees to be taxed as costs.

5.3 Special Assessments. In the event that the Owner of any lot shall violate any covenant herein, the Board of Directors of the Association or the Developer shall have the right to enter upon said

parcel and to remedy the violation. The cost for 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.

5.4 No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

5.5 Waiver of Right of Recovery. Each Owner shall be responsible for obtaining insurance coverage for, and for the risk of injury and physical loss or damages of any kind to, his and his invitees' personal property, including, but not limited to, any personal property stored or located on the Property and with respect to his Home. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents, for damage to the lots, or the homes, or to any personal property located in the lots, or the homes, caused by fire or other casualty, to the extent that such damage is insurable by fire or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against any Owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents.

5.6 Severability. Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

5.7 Disclaimer of Warranty. Except as expressly provided in writing, Developer makes no warranty, express or implied, regarding the Addition or any improvement in the Addition, the sufficiency of utilities, the workmanship, design or materials used in every 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.

5.8 Binding Effect: Amendments. These covenants, conditions and restrictions are to run with the land, and- shall be binding upon all parties and all persons claiming under them; provided, however, the Developer reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:

- A. Special Amendment. This Declaration may be amended unilaterally by Developer at any time
  - (i) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be 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 this Declaration;



- (iii) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration;
- (iv) to correct errors and make clarifications or additions in this Declaration;  
or
- (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Developer 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 Developer to make or consent to any such amendment on behalf of each 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 to Developer to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at the Turnover Date.

- B. In General. After the Turnover Date, this Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the total votes or by an instrument executed by one or more owners of at least two-thirds (2/3rds) of the lots; except that
- (i) the provisions of this paragraph may be amended only by an instrument executed by all of the Owners; and
  - (ii) any provision relating to the rights of Developer may be amended only with the written consent of Developer. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding liens on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to this Declaration.

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IN WITNESS WHEREOF, Trail's End Development, Inc., being the sole owner of the Addition hereby approves the foregoing Declaration of Covenants, Conditions and Restrictions on June 24, 1997.

TRAIL'S END DEVELOPMENT. INC.

By  
Noble Sokolosky, President

State of Oklahoma  
County of Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of June, 1997, personally appeared Noble Sokolosky, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth

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