

**DEED OF DEDICATION AND RESTRICTIVE COVENANTS
OF
CHARLESTON COUNTRY ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

Charleston, LLC, hereinafter referred to as the "Developer" is the owner of the following described land in Wagoner County, Oklahoma (the "Property") to-wit:

A tract of land located in the Northeast Quarter of Section 29, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State; of Oklahoma, being more particularly described by Charles K. Howard, · L.S. 297, as follow, to-wit:

With an assume bearing of N88°55'03"E, being the north line of said Section 29, thence beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 29; Thence N 88°55'03" E and along the North line of the Northwest Quarter of the Northeast Quarter of said Section 29, a distance of 2038.17 feet; thence S 01°04'57" E a distance of 234.37 feet to a point of curve; thence along a curve to the right with a radius of 60.00 feet, a central angle of 58°17'33", and a curve length of 155.29 feet, having a chord bearing of S 16°56'11" E and a chord length of 115.44 feet; thence S 36°15'54" E a distance of 72.64 feet; thence S 0°00'00" E a distance of 127.60 feet; thence N 88°47'11" E a distance of 208.90 feet; thence S 01°12'49" E a distance of 227.84 feet; thence N 88°47'11" E a distance of 321.31 feet to a point on the East line of the Northeast Quarter of the Northeast Quarter of said Section 29; thence S 01°12'57" E and along the East line of the Northeast Quarter of the Northeast Quarter a distance of 60.00 feet; thence S 88°47'11" W a distance of 402.95 feet; thence S 21°02'28" W a distance of 101.56 feet; thence S 5°34'38" W a distance of 170.93 feet; thence S 14°54'15" W a distance of 64.07 feet; thence S 14°29'32" W a distance of 76.67 feet; thence S 51°12'24" W a distance of 164.38 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 29; thence S 88°54'09" W and along the South line of the Northeast Quarter of the Northeast Quarter a distance of 689.09 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter; thence S 01°12'57" E and along the East line of the Southwest Quarter of the Northeast Quarter a distance of 1319.96 feet to the Southeast Corner of the Southwest Quarter of the Northeast Quarter; thence S 88°53'16" W and along the South line of the Southwest Quarter of the Northeast Quarter a distance of 1318.67 feet to the Southwest Corner of the Southwest Quarter of the Northeast Quarter; thence N 01°12'49" W and along the West line of the Northeast Quarter a distance of 2640.61 feet to the Point of Beginning and containing 105.82 Acres, more or less

And has caused the above described tract of land to be surveyed, staked, and platted and subdivided into one hundred seven (107) lots and eight (8) blocks, in conformity with the accompanying Plat, and has designated the subdivision as "Charleston Country Estates", a division in Wagoner County, Oklahoma.

NOW, THEREFORE, Developer hereby declares that all of the Property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

SECTION I. STREETS, EASEMENTS AND UTILITIES

Now, therefore, the Undersigned Owner/Developer hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings, and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easement and rights of way for the uses and purposes aforesaid; provided, however that the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the proposes of furnishing services to the area included within the plat.

The undersigned Owner/Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the County of Wagoner and approved by the Wagoner County Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto.

FURTHER, the Owner/Developer, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as CHARLESTON COUNTRY ESTATES) and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner/Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within CHARLESTON COUNTRY ESTATES.

A. WATER SERVICE AND SANITARY SEWER

In connection with the provisions for water services and aerobic sewer service all the Lots in CHARLESTON COUNTRY ESTATES are subject to the following covenants and restrictions, to-wit:

- 1. Water Facilities: The owner of each lot shall be responsible for the protection of the public water mains located on such owner's lots and shall prevent the alteration of grade in excess of three (3) inches from the original contours or from any construction activity which may interfere with said facilities. Said alteration of grade restrictions shall be limited to the easement areas.*

Wagoner County Rural Water District (RWD) No. 4 shall be responsible for ordinary maintenance of its facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

RWD No. 4 shall have the right to access with its equipment all easement ways shown on the plat for installing maintaining, removing or replacing any portion of its underground water facilities. The foregoing covenants concerning water facilities shall be enforceable by Wagoner County RWD No. 4 and the owner of each lot agrees to be bound hereby.

- 2. Landscape and Paving Repair: The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the even it is necessary to repair any underground water mains. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten or harm any water utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or right-of-way, the District shall have the right to remove said trees or shrubbery upon five (5) days' notice thereof oat the lot owner's expense, or within such time the lot owner may remove same.*
- 3. The owner of each lot shall be responsible for the protection of the private sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with the sanitary sewer facility.*
- 4. Sanitary Sewage shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage disposal systems. No other onsite sewage disposal systems shall be allowed without written approval from the Developer. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set froth by the Oklahoma Department of Environmental Quality.*

B. ELECTRIC, TELEPHONE, CABLE TELEVISION, AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

- 1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the East and South lines of the subdivision. Street light poles or standards may be serves by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services and in the rights-of-way of the public as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.*
- 2. Except to houses on lots describe in paragraph "A" above, which may be served from the overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main to the point of usage determined by the location and*

construction of such structure as may be located upon the lot; provided that upon the installation of such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

- 3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas , facilities installed by the supplier of the utility service.*
- 4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property one/ shall prevent. the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.*
- 5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.*

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains or public storm sewer. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten, or harm any public utilities located within said easements or rights-of-way.

D. STORM SEWER

- 1. Wagoner County, or its successors, or assignee through its proper agents and employees, shall at all times have right of access with their equipment to all Overland Drainage Easements for the purpose of installing, maintaining, removing or replacing any portion of the storm sewer system.*

2. *No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the Drainage Easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.*
3. *The owner of each lot shall be responsible for the protection of the storm sewer located on their lot.*

Within the Overland Drainage Easements depicted on the accompanying plat, the alteration of the finished grades or any construction activity shall be prohibited.

E. RESERVE AREAS AND/OR COMMON AREAS

1. *Reserve areas and/or common areas designated on this plat will be deeded to the property owners association of Charleston Country Estates (hereinafter defined), for their use and benefit. These areas shall be transferred to the property owners association of Charleston Country Estates on or before the completion of the last home constructed on within the Addition by the Developer on lots owned by the Developer. Reserve areas can be used for, but not limited to, storm water detention and drainage facilities, utility easements, signage, community parks, fencing/landscaping, recreations areas, walking trails and pedestrian use. Reserve Areas will be maintained by the property owners association of Charleston Country Estates.*
2. *If a storm water detention or drainage facility is constructed in a reserve grant, then that reserve will be deeded to the property owners association and construction shall be in accordance with the current standards and specifications of The County of Wagoner, Oklahoma. No wall, fence, building or other structures shall be placed or maintained in the detention reserve area, nor shall there be any alteration of grade or contours in the detention reserve area unless approved by the County of Wagoner.*
3. *If storm water detention or drainage facilities are constructed, they shall be maintained by the Developer for one year prior to the transfer of the property to the, Charleston Country Estates property owners association. The property owners association shall be thereafter responsible for the maintenance which shall be performed in the following manner:*
 - a. *The side slopes shall be maintained smooth at slopes not to exceed 3:1 ratio.*
 - b. *A cover of vegetation shall be maintained on all slopes*
 - c. *Vegetation shall be watered as necessary to maintain a vigorous growth.*
 - d. *The facility shall be mowed regularly as required during the growing season.*
 - e. *All concrete rip-rap and appurtenances shall be maintained in good condition.*
 - f. *Outflow structures shall be kept free of debris.*

SECTION II. RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the Addition and for maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of all the lots within the Addition.

A. DEVELOPER HEREBY FORMS AN ARCHITECTUARAL COMMITTEE THAT SHALL OPERATE AS FOLLOWS:

- 1. Approve all plans for any structure to be built on any lot;*
- 2. Be responsible for interpreting the development and construction standards contained herein;*
- 3. Consist of not less than one (1) or more than three (3) members to be appointed by Developer until Developer, in its sole discretion, assigns and transfers the responsibility for the appointment of the architectural committee to the Association. The Developer shall be the initial member of the Architectural Committee.*
- 4. No building or Improvements may be commenced on any lot in the addition without first obtaining the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the addition:*
 - a. An accurate site plan;*
 - b. An accurate floor plan;*
 - c. All exterior elevations;*
 - d. A landscaping plan, including the composition, location and height of fencing.*
 - e. Any other plans or information requiring the approval of Wagoner County or its representatives pursuant to Section I of this Deed of Dedication; and*
 - f. Details regarding the composition of all roofing and exterior building materials.*
- 5. The Architectural Committee may establish architectural guidelines which may contain general provisions applicable to all of the Addition. The Architectural Committee shall have the sole and complete authority to amend the architectural guidelines. Any such amendments shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.*
- 6. The Architectural Committee members and their agents shall have the right to enter upon any lot and any dwelling or improvements thereon at any time during construction, with or without notice to the lot owner or his contractors, for the purpose of inspecting any improvements being constructed thereon, to determine If said improvements are in compliance with the approved plans and specifications, the architectural guidelines and the covenants.*

7. *No Warranty as to Plans. Notwithstanding anything herein to the contrary, the Developer, the Architectural Committee and the Board of Directors shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall 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 any buildings plans shall not be deemed a waiver of any restrictions unless the Developer or the Architectural Committee is herein authorized to grant the waiver. It is the responsibility of each lot owner, and not the Developer or the Architectural Committee, to insure that such owner's grantor and/or builder has caused the subject lot, and all improvements thereto, to be in full compliance with all relevant codes, standards and requirements and covenants and restrictions imposed upon the Addition.*

B. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS.

In addition to the Architectural Guidelines, the following standards shall apply to all dwellings and improvements in the Addition.

1. **Dwellings.** *Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:*
 - a. **Dwelling Size.** *All single-story dwellings shall have a minimum living space of at least 2,000 square feet. Dwelling in excess of a single story shall have a minimum living space of 1,800 square feet at the lower level and a total minimum living space of at least 2,300 square feet. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.*
 - b. **Masonry.** *All dwellings shall have at least seventy-five percent (75%) of exterior walls thereof comprised of masonry. The front exterior walls of the dwelling shall be comprised of brick or stone to the first-floor plate line; provided, however that the area of oil windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. Corner lots shall be full masonry. The Developer reserves the right to permit dryvit brand or similar exterior construction material in lieu of brick or stone.*
 - 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. Carports are not permitted.*
 - d. **Patio Covers.** *All patio covers shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.*

- e. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width and shall extend to the edge of the street surface material. Each driveway will have a headwall constructed of masonry to match the brick of the home, the drainage culverts underneath the driveways shall be made of HDPE pipe or equal to or better. The ends of such culverts shall not extend beyond the headwalls. The diameter of such culverts shall be approved by the Developer's engineer and such culverts shall be carefully set on grade so as to permit the free flow of storm water through the culvert.
- f. **Headwalls.** Refer to item E. The headwall will be constructed at the time the driveway is constructed.
- g. **Mailboxes.** All mailboxes will be brick or stone to match the house masonry material color.
- h. **Roof Materials, Pitch.** The roof of the dwelling shall have a pitch of at least 9/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 6/12. Roof materials shall be Heritage II or equal composition shingles and shall be dark earth tone in color to resemble weathered wood. All external roof vents and plumbing shall be painted to match the color of the dwelling.
- i. **Sodding and Landscaping.** Upon completion of construction of any residence, the owner shall be responsible for carefully re-establishing the final grade of the barrow ditch to permit free flow of storm water. The bar ditch shall be fully sodded up the edge of the street surface material. The front yard of each lot shall be fully sodded. Corner lots, however, must be fully sodded up to the edge of the street surface material along the bar ditch on both sides of the lot and shall be fully sodded on front yard, back and side yards. Each lot shall have a professional landscape package installed in the front yard upon completion of the construction of any residence.
- j. **Chimney.** All chimneys shall contain a brick veneer or masonry conforming to the dwelling up the bottom plate-line.
- k. **Vents and Chimney Caps.** All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.

2. **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: 35 feet
- Side yard: 5 feet
- Other side yard: 12 feet
- Side yard on corner: 35 feet
- Backyard: 15 feet

3. **Fences.** The following restrictions shall pertain to fencing on all lots except:

Lots 1, Block 4; Lots 1 and 6, Block 2; and Lot 1, Block 1

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 Architectural Committee, and no fence on any lot shall exceed five (5) feet in height. No fences shall be constructed in overland drainage easements or upon walkway or access easements.

All chain link fences shall be vinyl wrapped and wood post and rail. The fence is to be 4' - 0" tall.

In addition to all fencing restrictions set forth in the paragraph above, the following fencing restrictions shall apply to all lots:

No privacy fence shall be erected upon any lot without the written approval of the Developer and/or the Architectural Committee. In the event a privacy fence is approved, it shall be used for screening purposes and shall not exceed six (6) feet in height and must be of natural wood and steel post with cap and trim. The fence shall not encompass an area of more than 15% of the total square footage of the lot. All privacy fence must be natural in color or stained in an earth tone color. Such fence shall be neatly maintained.

4. **Outbuildings.** All plans for tool sheds, hobby rooms, or other outbuildings shall be approved by the Architectural Committee.

All outbuildings shall conform to following:

- a. *All outbuildings shall have a minimum of 160 square feet.*
- b. *All outbuildings shall have a maximum of 1200 square feet.*
- c. *No outbuildings shall have an overhead door that exceeds ten (10) feet in height.*
- d. *All outbuildings shall be shingled with the same color and type of shingle as the dwelling.*
- e. *All outbuildings / contain at least 25% masonry, to match the dwelling.*
- f. *All outbuildings shall have a concrete slab floor.*

No garage or outbuilding on any Lot shall be used as a residence or living quarters. No metal buildings shall be built or moved onto any lot. All outbuildings will have a concrete slab floor and a minimum of 3 1/2 feet of masonry wainscot from the footing. No outbuilding will be allowed on Lot 1, Block 1; Lots 1 thru 6, Block 2 and Lots 1 thru 5, Block 4.

5. **Antennae.** No television, radio, or other antennae, and no reception devices exceeding eighteen (18) inches in diameter shall be constructed or maintained on any lot without the written approval of the Architectural Committee.

C. **LOT USE AND RESTRICTIONS**

1. **Lot Use.** Lots shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose; provided, however, the Developer may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Developer's sole discretion. No residential 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 residential lot which exceeds two (2) stories in height. No building not meeting a specific building code identified by the Architectural Committee may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition.
2. **Noise/Nuisance.** No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to 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 residential 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. Violations of this Paragraph shall be determined at the discretion of the Charleston Country Estates HOA Board of Directors.
3. **Animals.** No animals, livestock, or poultry of any kind shall be kept on any residential lot except for domesticated household pets, provided, however, that no more than three (3) adult dogs shall be maintained on any residential lot. Excessive barking by any dog shall, in the sole opinion of the Developer or the majority of the Board of Directors of the Association, be deemed a nuisance and immediately subject the dog to impound and the owner thereof to a fine in the amount levied by the Association's Board of Directors. The amount of such fine shall become a lien upon the owner's lot and governed by Section V, Paragraph C, hereof. 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. No kennels are permitted. All animals must be fenced 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 reserve areas, and at the option of the Developer or 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.

4. **Lot Maintenance.** *All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential 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 and the Association each reserves the right for its agents or designees to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Developer and/or the Architectural Committee. The cost of such maintenance shall become a lien upon the lot and governed by Section V, Paragraph C, hereof.*
5. **Wind Generators and Solar Collectors.** *No wind generators or solar collectors shall be installed without the prior written approval of the Architectural Committee.*
6. **Swimming Pools.** *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.*
7. **Clothes Lines.** *The drying of clothes in public view is prohibited.*
8. **Aircraft.** *No helicopters, hovercraft, or other aircraft shall be landed, stored or parked within the Addition.*
9. **Air Conditioning Requirements.** *No window or wall-type air conditioning units are permitted.*
10. **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.*

11. **Vehicles and Motorcycles.** Except provided herein, no vehicle, motorcycle, motor bike, camper {pop-up or otherwise}, trailer (including without limitation, goosenecks and livestock trailers and car haulers), boats, al/ terrain vehicle (ATV) or recreational vehicle (RV) or similar vehicle or equipment, whether or not operable (collectively referred to as 'Vehicles'), shall be kept, parked, stood or stored on any lot, driveway, street or the Common Area, except in a garage or a detached building that the Architectural Committee has approved in writing. Enclosed, open or flatbed utility trailers of sixteen feet (16.0') or less which are used for limited hauling are allowed to be parked and/or stored behind the main residential structure on any lot provided said trailer is placed on a concrete slab; Vehicles, however, shall not be kept, parked, stood or stored in the yard of any lot or Common Area for any reason. Vehicles shall not be kept, parked, stood or stored on any street. Regular passenger vehicles, such as automobiles, passenger vans, SW' s, and commercial vehicles of one (1) ton or less are permitted to be parked in the driveway, provided such vehicles are to be parked overnight and stored inside a closed garage as set forth herein. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 72 consecutive hours per week) on the driveway of a lot for purposes of loading, unloading or washing said boat, trailer or RV.
12. **Signs.** No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, unless approved in writing by the Association. The Developer, or its designees, may display such signage as the Developer, in its sole discretion deems necessary for the promotion, sales and/or rental of properly owned by the Developer or its designees.
13. **Waste.** No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. No burning of trash shall be permitted. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street. All residential waste containers must be removed f.om the edge of pavement and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.
14. **Compliance with Code.** All residential Jots are subject to the uses, restrictions, building codes and requirements of Wagoner County.

SECTION III. CHARLESTON COUNTRY ESTATES ASSOCIATION, INC.

A. FORMATION

1. **Homeowners' Association.** A home owners association, (HOA) known as Charleston Country Estates Association, Inc., an Oklahoma not-for-profit corporation has been or shall be established pursuant to 60 O.S.1991, § 851, et seq., to maintain the entryways and the reserve areas in the Addition. and for such other purposes as shall be deemed advisable. Every record owner of a fee interest in a lot in the Addition shall be a member (Member) of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All Members of the Association covenant and agree to pay to the Association any annual assessment (Annual Assessment), any special assessment (Special Assessment) and any other financial charge or assessment established by the Association as hereinafter set forth or as set forth in the By-Laws of the Association. All lawful acts of 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.
2. **Voting.** Each Member shall be entitled to one vote for each lot owner by a Member; provided, however, when two or more persons or entities hold such interest or interests in any lot, although all such persons or entities shall be Members of the Association, the vote for such lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per lot be cast with respect to any lot.
3. **Developer Control of Association.** Developer, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Developer relinquishes control thereof as set forth herein. The initial performance of the functions of the Association and its Board of Directors and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the Association herein for the purposes herein stated may be conducted by the Developer, or its assignee, in lieu of the Association and/or the Board of Directors until the turnover date as hereinafter defined. The date on which Developer's rights under this Section III, Paragraph 3 terminate shall be referred to as the 'Turnover Date'. The first and all subsequent Board of Directors of the Association shall consist of those persons designated by Developer. Developer's rights under this Section III, Paragraph 3 to designate the members of the Board of Directors of the Association 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's Board of Directors of the Developer's Election to terminate such rights, or (c) fifteen {15} years from the date of recording hereof. From and after the turnover date, the Association's Board of Directors shall be constituted and elected as provided in the Association By-Laws. Prior to the turnover date all of the voting rights of the lot owners

shall be vested exclusively in Developer. The Lot owners, prior _to_ the turnover date, shall have no voting rights. Despite having no voting rights at that point in time, such owner's lots shall nevertheless be subject to assessment. Developer, upon request of a lot owner, shall supply such lot owner with an annual account of the manner in which collected assessments have been spent.

4. **Assessments.** *All owners of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:*
 - a. **Annual Assessments** ('Annual Assessment') *of \$228.00 shall be made on a per lot basis. Such assessments may be increased ten percent (10%) per year by the Board of Directors of the Association and up to twenty-five percent (25%) per year upon the affirmative vote of two-thirds of the owners of lots in the Addition.*
 - b. **Special assessments** ('Special Assessments') *for capital improvements, such assessments to be fixed and established at the annual meeting or any special meeting called for that purpose by the affirmative vote of a majority of those lot owners who are in attendance (either in person or by proxy) at such meeting.*
5. **Assessment Due Dates.** *The Annual Assessment shall commence on the date of conveyance of title to a lot to the owner of such lot. Thereafter, the form and means of written notice and the due date and the terms of payment of the Annual Assessment shall be established by the Board of Directors of the Association. The terms of payment, the due date and notice of a Special Assessment shall be determined by the Board of Directors of the Association.*
6. **Effect of Nonpayment of Assessments.** *Any assessments which are not paid on or before the due date shall be delinquent and shall constitute a lien on the lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid. The Association may take action against any Member delinquent in the payment of assessments owed to the Association. Such action may include actions to enforce a lien against the Member's property and any other actions at law or in equity to obtain payment from a financial obligation owed by a Member. In taking these actions, the Association shall be entitled to collect the costs it has incurred including, but not limited to, reasonable attorney's fees, court costs, interest and such other expenses the Association reasonably incurs in pursuing its collection efforts. No Member may waive or otherwise escape liability for any assessments provided herein by non-use of the reserve areas or abandonment of his lot.*
7. **Subordination of the Lien to Mortgages.** *The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any lot; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such lot*

pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of foreclosure shall not relieve such lot from liability for any assessments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.

SECTION IV. DEVELOPERS RESERVED RIGHTS

1. ***In General.*** *In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Charleston Country Estates Deed of Dedication, or the Association documents, Developer shall have the rights and powers set forth in this Section IV. Anything in this Deed of Dedication or the Association documents to the contrary notwithstanding, the provisions set forth in this Article shall govern. The authority granted to the Developer by this Section IV shall terminate and be of no further force and effect on the Turnover Date as set forth in Paragraph 3 of Section III of this Deed of Dedication.*
2. ***Promotion of Charleston Country Estates.*** *In connection with the promotion, sale or rental of any improvements upon any property in the subdivision; (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, or to such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking area, 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 guests, 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.*
3. ***Construction on the Property Within the Addition.*** *Developer is hereby granted the right and power to make such improvements to any Property within the Addition 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 agents and contractors shall have the right of ingress, egress and parking on such Property and the right to store construction equipment and materials on such Property without the payment of any fee or charge whatsoever.*
4. ***Other Rights.*** *Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Declaration under this Deed of Dedication.*

SECTION V. ENFORCEMENT

A. GOVERNING DOCUMENTS

The Addition's government documents shall consist of the following documents as they may be amended:

- 1. Articles of Incorporation of Charleston Country Estates Association, Inc.,*
- 2. By-Laws of Charleston Country Estates Association, Inc.,*
- 3. Plat and Deed of Dedication filed June 2, 2017, in Book 2362 Page 568 , records of the County Clerk of Wagoner County, Oklahoma,*
- 4. Resolutions of the Board of Directors of Charleston Country Estates Association, Inc., and the architectural guidelines {hereinafter 'Governing Documents'}.*

The Governing Documents apply to all lot owners and occupants of the properly within the Addition as well as to other 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. If any court should determine 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.

B. ENFORCEMENT

Every owner and occupant of o lot shall comply with the Governing Documents. The Board of Directors of the Association may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth 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. In the event that 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 Board, the lot owner shall pay the fine upon notice from the Board,*
- 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 his or her own expense, to remove any structure or improvement on such 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 Board 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 Board of Directors shall give the lot owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying a specific assessment under this subsection.*

C. CORRECTION ASSESSMENT

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, upon five (5) days advance notice to the owner of the lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said lot and to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed as contained herein.

SECTION VI. MISCELLANEOUS, AMENDMENT

A. OVERLAND DRAINAGE EASEMENTS / RESERVE AREAS USED FOR DETENTION AND DRAINAGE

The Overland Drainage Easements which may be granted by the Developer in the addition are for drainage purposes. It shall be the responsibility of the owners of the lots on which such easements are located to maintain such easement for drainage purposes until such time as the governing body exercising jurisdiction elects to assume responsibility for maintenance and improvement of drainage, provided, further, that no obstruction (i.e., no barbeque pits, fences, swimming pools, etc.) trash or other debris shall be placed on or within said easements, nor shall any fill, change of grade, creation of channel, or other work be carried on without permission of Wagoner County. No grading, scraping, excavation or other re-arranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum sub-surface depth requirement of any utility line, pipe wire or easement. No obstruction shall be placed on any lot which would direct storm water onto another owner's lot or onto any reserve area.

B. NO WAIVER

The failure of the Developer, the Architectural Committee, the Association, owner or any 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.

C. SEVERABILITY

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

D. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Developer makes no warranty, expressed or implied, regarding the addition, including (without limitation) any reserve area or improvement therein, the sufficiency of utilities, the improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

E. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Developer, the Architectural Committee, the Association and the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period

of ten (10) years. The covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen (15) year period by an instrument signed by the owners of not less than sixty percent (60%) of the lots, and thereafter at any time by an instrument signed by the owners of not less than fifty-one percent (51%) of the lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Developer reserves the right to grant variances therefrom in particular cases and further provided that they may amended as follows:

F. SPECIAL AMENDMENT.

This Declaration may be amended unilaterally by Developer at any time

- 1. if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;*
- 2. 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;*
- 3. If such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration;*
- 4. to correct errors and make clarifications or additions in this declaration; or*
- 5. 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 forgoing, 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 consent to the reservation of, the power to Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at such time as Developer has sold all of its lots in the Addition.*