



HONEY CREEK

At Bailey Ranch -- OPUD-01-02

An addition to the City of Owasso, Being a part of the Southwest Quarter of
Section 18, Township 21 North, Range 14 East
Tulsa County, Oklahoma

HONEY CREEK AT BAILEY RANCH DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

**THAT BATTLE CREEK LAND DEVELOPMENT, INC. hereinafter referred to as the
“Owner,” is the Owner of the following described land:**

A tract of land lying in and being a part of Government Lot 3 and Government Lot 4, and a part of the East Half (E/2) of the Southwest Quarter (SW/4), all in section Eighteen (18), Township Twenty-one (21) North, Range Fourteen (14), East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of COVENTRY GARDENS AMENDED, Plat No. 5417, an Addition to Tulsa County; Thence S 01 degrees 05'27" E along the West line of Block One (1) of said COVENTRY GARDENS AMENDED a distance of 209.99 feet; Thence S 88 degrees 54'33" W a distance of 877.52 feet to a point on the West line of said Section 18; Thence N 00 degrees 58'00" W along said West line a distance of 1052.24 feet to a point which is 989.66 feet South of the Northwest corner of Government Lot 3 of said Section 18; Thence N 89 degrees 02'31" E a distance of 766.46 feet; Thence N 53 degrees 00'02" E a distance of 261.52 feet; Thence N 29 degrees 00'39" E a distance of 155.85 feet; Thence N 52 degrees 24'15" W a distance of 223.71 feet; Thence N 33 degrees 08'44" W a distance of 450.00 feet; Thence N 01 degrees 15'02" W a distance of 108.92 feet; Thence N 40 degrees 39'23" E a distance of 100.59 feet to a point on the North line of said Government Lot 3, said point being 707.51 feet East of the Northwest corner of said Government Lot 3; Thence N 88 degrees 44'58" E along the North line of said Government Lot 3 a distance of 220.80 feet; Thence S 36 degrees 51'05" E a distance of 117.42 feet; Thence S 18 degrees 48'22" E a distance of 234.46 feet; Thence S 87 degrees 27'10" E a distance of 106.20 feet; Thence S

Note: The Honey Creek at Bailey Ranch POA has transcribed and combined our original and revised neighborhood covenants at the request of our members who felt the original covenant documents were very difficult to read due to poor print quality and small font size. While every effort has been made to ensure the accuracy of the information transcribed, typographical errors may still exist, so please contact the Tulsa County Clerk for copies of the original filings if you intend to use our covenants for anything more than personal reference.

65 degrees 52'24" E a distance of 176.18 feet; Thence S 60 degrees 50'39" E a distance of 223.27 feet; Thence N 79 degrees 59'45" E a distance of 189.94 feet; Thence S 49 degrees 16'02" E a distance of 345.19 feet; Thence S 45 degrees 14'36" W a distance of 238.25 feet; Thence S 44 degrees 45'24" E a distance of 124.42 feet; Thence S 58 degrees 05'17" E a distance of 99.42 feet; Thence S 14 degrees 59'23" E a distance of 104.00 feet to the Northwesterly corner of KELLY ANN, an addition to Tulsa County (Plat # 5235): Thence S 14 degrees 59'23" E along the West line of said KELLY ANN addition a distance of 172.25 feet; Thence continuing along said West line on a curve to the right, said curve having a radius of 480.00 feet and a central angle of 22 degrees 45'00", for an arc distance of 190.59 feet; Thence S 07 degrees 45'37" W along said West line a distance of 150.37 feet; Thence along said West line and along the West line of BAILEY ELEMENTARY SCHOOL, an addition to Tulsa County (Plat #5017) along a curve to the right, said curve having a radius of 480.00 feet and a central angle of 32 degrees 39'29", for an arc distance of 273.59 feet; Thence S 40 degrees 25'06" W along the West line of said BAILEY ELEMENTARY SCHOOL addition a distance of 427.12 feet to the Northeast corner of said COVENTRY GARDENS AMENDED addition; Thence N 49 degrees 34'4" W along the Northerly boundary of said COVENTRY GARDENS AMENDED addition a distance of 425.30 feet; Thence S 88 degrees 54'33" W along said Northerly boundary a distance of 510.00 feet to the POINT OF BEGINNING, containing 62.33 acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as HONEY CREEK AT BAILEY RANCH, a subdivision in the City of Owasso, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION 1

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for the public use the streets, as designated on the accompanying plot, for the purposes of constructing, maintaining, operating, repairing, and/or retrieving only and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits pipes, valves, meters and equipment for each of such facilities and any other apertures therein with the rights of ingress and egress to and apart said facilities, easements and rights of way for the uses and purposes aforesaid. No building, structure or other above or below ground obstruction will be placed, erected, installed or permitted upon the easements or right of way as shown unless approved by the City of Owasso;

PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay 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 the street and utility easements, shown on the plot for the purpose of furnishing water and sewer services to the area included in the plot.

1. No building, structure, or other above or below ground construction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right of ways as shown.
2. The foregoing covenants concerning streets and easements shall be enforceable by the City of Owasso, and the owner of each lot agrees to be bound hereby.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by underground cable throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the right of way at the public streets are depicted on the accompanying plot. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.
2. Underground service cables and gas service lines to oil structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer 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 a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right of way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the 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, telephones, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion at the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this Paragraph B shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Services

1. The City of Owasso will supply HONEY CREEK AT BAILEY RANCH with water and sanitary sewer service.
2. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.
3. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner at the owner's expense.
4. The City of Owasso or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of the owner.
5. The City of Owasso or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement ways shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.

D. Gas Service

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this Certificate of Dedication or the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.
4. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot: provided, however, the City of Owasso shall use reasonable care in the performance of such activities.
5. No lot owner shall modify or change the direction of drainage of surface storm water from the original approved final plat. The lot owner shall prevent the alteration of grade

within all easement areas from the original finish grade contours or any construction activity which may interfere with such public water mains, valves, and/or public sanitary sewer facilities.

6. The foregoing covenants concerning water and sewer agreements and services shall be enforceable by the City of Owasso and the owner of each lot agrees to be bound hereby.

E. Paving and Landscaping within Easements

1. The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Owasso, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

F. Minimum Improvements

1. All streets shall be graded, base material applied and surface paved in accordance with the Engineering Design Standards of the City of Owasso to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plan on file in the office of the City Engineer by the owner, at his expense, and in compliance with the Engineering Design Standards of the City of Owasso.

2. Sidewalks and acceleration/deceleration lanes shall be installed in accordance with the Owasso Design Criteria at the time of development. Interior sidewalks shall be installed in accordance with the Owasso Design Criteria as structure construction occurs. Where required, sidewalks shall be located within the dedicated public right of way.

3. The streets, sidewalks and storm sewers shall be maintained in good repair by the owner for a period of two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the owner for a period of one (1) year after the City's written acceptance of the construction.

SECTION II

SURFACE DRAINAGE

A. Surface Drainage

1. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

B. Drainage Easements (D/E's)

1. Those areas on the plat depicted as Drainage Easements (D/E's) are provided to carry overland storm water in excess of those created by the 100 year storm. Fencing, outbuildings or other structures or object that prohibit the free flow of surface water over, along and across these Drainage Easements are prohibited.

C. Landscape Easement

1. All street islands and areas designated on the accompanying plat situated within public streets shall be deemed as landscape easements. The Honey Creek at Bailey Ranch Property Owner's Association shall be required to maintain all plantings and architectural features within said easements.

The covenants set forth in Paragraphs A, B, and C of this Section shall be enforceable by any affected lot owner and the City of Owasso.

SECTION III

PROPERTY OWNER'S ASSOCIATION

A. Formation of Association

The Owner/Developers have formed or shall caused to be formed the Honey Creek at Bailey Ranch Property Owner's Association, Inc. (hereinafter referred to as the "Association"), a non-profit entity established pursuant to the General Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of HONEY CREEK AT BAILEY RANCH and within any subdivision into which the adjacent property is plotted.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Property Owner's Association. Membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of Incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Assessment

After a house has been constructed on a lot and a house has been transferred, the Owner and subsequent owner the same, by acceptance of a deed thereof, is deemed to covenant and agree to pay the Association an annual assessment as established by the Board of Directors, not to exceed \$75 per year per lot owned; provided, however, the Board of Directors may increase each year subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve months ending sixty days prior to the current assessment period or five percent, whichever is greater.

D. Certain Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot Owner, of the various covenants within this document contained, and shall have the right to enforce said covenants and agreements.

E. Additional Areas

The Owner may acquire additional property adjacent to HONEY CREEK AT BAILEY RANCH. Consequently, he, his successors and assigns reserve the right to develop and add additional land in this area to this development and the Property Owner's Association. The lot Owners of the combined areas shall be considered as one entity for the mutual enjoyment and responsibilities of the total area.

F. Bonding

It shall be required that the Secretary/Treasurer of the Property Owner's Association of HONEY CREEK AT BAILEY RANCH be bonded. The Association will be responsible for obtaining and paying for said appropriate bonding.

G. Maintenance Responsibility

The Property Owner's Association shall maintain all common areas, landscape easements, perimeter fencing along Mingo Road, reserves and offsite detention facilities as depicted on the accompanying Plat and the Planned Unit Development.

SECTION IV (Not Included in the Original Covenants filed April 5, 2002)

SECTION V

PROTECTIVE COVENANTS AND RESTRICTIONS

(Note: The version below is the amended covenants approved by our homeowners at the November 15, 2004 and March 28, 2005 neighborhood meetings and filed with the Tulsa County Clerk's Office on April 18, 2005 in place of the original covenants piece filed by our developer, Battle Creek Land Development, on April 5, 2002.

These covenants are to run with the land and shall be binding on all parties and call persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after December 31, 2015, the then owners of the majority of all the lots in said Addition, as approved by the Owasso Planning Commission and The Owasso City Council, may change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of

Tulsa County, Oklahoma, notwithstanding the above, these covenants may be amended by a vote of the owners of 90% of the lots in said Addition.

In the event that the HONEY CREEK AT BAILEY RANCH Property Owners Association (HC @ BR POA) Board of Directors (Directors) are made aware of a covenant violation either by a HONEY CREEK AT BAILEY RANCH Property Owner or on their own accord, the Directors shall:

1. Investigate the reported covenant violation to determine if it is factual and if in their determination it is a covenant violation then,
2. Notify the alleged violator in writing of the covenant violation including a date that the violation must be corrected through the following letters

Letter 1: *Reminder letter of Restrictive Covenants and Fining Policy; Identify violation; Open door to communicate to the Directors.*

Letter 2: *Thirty (30) days after letter 1; Last warning before fines will be assessed; Second reminder of Restrictive Covenants and Fining Policy; Identify violation again; Open door to communicate to the Directors. If a covenant violation reoccurs, the Directors may begin the covenant violation process again at letter 2.*

and,

3. If the covenant violation is not corrected by the date specified or,
4. The Directors may grant an extension to correct the covenant violation upon a written request by the violating property owner and,
5. If the covenant violation is not corrected by the date specified in (2), (3) or (4) above the Directors are authorized to levy fines in the amount of \$50.00 (fifty dollars) per covenant violation against lot owners who fail to permanently rectify a covenant violation. The fines levied herein may accrue monthly until covenant violation is rectified.

Letter 3: *Thirty (30) days after letter 2; Fines begin accruing monthly; Invoicing will begin; Open door to communicate to the Directors.*

6. The HONEY CREEK AT BAILEY RANCH Property Owners Association reserves the right to use all available resources to recover these fines and their associated filing fees and interest including but not limited to property liens or other legal remedies.

Recovery Process: *Ninety (90) days after letter 3 and/or fine(s) remain unpaid, the HC @ BR POA will begin a process to recover the fines in addition to their associated filing fees and interest charges.*

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any

real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation.

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

A. Number of Structures / Out Buildings:

No more than one structure shall be erected on any single-family lot as now platted, except that out buildings or any other permanent structures or improvements may or may not be allowed with PRIOR written approval of the Architectural Design Committee. Lot owner must receive PRIOR written approval for external buildings, permanent or temporary structures and improvements. (see Z: ADC Requirements).

No pre-existing or offsite built structure or residence may be moved onto any lot.

B. Building Size:

No dwelling shall be erected on any single-family residential lot, the ground floor of the main structure of which, exclusive of open porches and garages, is less than Fourteen Hundred (1,400) square feet in area for a one-story dwelling. Total footage in a one and one-half store dwelling or a two-story dwelling must total no less than Seventeen Hundred (1,700) square feet.

C. Garages and Carports:

All single-family residences must have a private attached and enclosed garage for not less than two cars attached to the residence. Glass in overhead garage doors shall not be permitted. An overhead garage door must access all garages. Carports are not permitted.

D. Building Height:

No dwelling structure which exceeds two stories in height shall be placed, erected, altered or permitted to remain on any building lot.

E. Exterior Construction Requirements:

Exterior walls of the first floor, excluding covered porches, windows and doors, shall not be less than 75 percent brick, stone or stucco. The ADC may approve upon written request an exception to this provision. All stem walls shall be covered with brick, stone or stucco.

F. Roofs:

All houses, garages and building of any kind must have a roof covering of weathered wood colored asphalt shingles, Heritage II or other roof covering approved in writing by the ADC. No dwelling shall have a roof pitch, except porches & patio roofs, of less than 6" in 12". Porch and patio roofs shall not have a roof pitch of less than 4" in 12".

G. Windows:

Mill finished aluminum windows will not be permitted.

H. Fireplace/Chimney Caps/Vents:

All exposed sheet metal flashings, vent pipes and chimney caps shall be painted to match the roof color as close as possible.

I. Building Set-Back Standards:

No building or parts thereof, except porches and terraces, without covers, shall be constructed and maintained on any lot nearer to the front or side street lot lines than building lines established on the record plat of said Addition, or nearer than Five (5) feet to one interior side lot line and ten (10) feet to the other or according to the Owasso Building Code.

J. Fences – Fence Setback:

All fences shall comply with the following:

No fence may be erected without the PRIOR written approval from the ADC. No such fence shall exceed six feet in height. No fence shall be erected or maintained nearer to the streets within the subdivision than the front of the home. All fences shall be neatly maintained, treated and/or stained by lot owner. All fences (except dog runs) shall be limited to the side and rear lot lines only. Where type B six-foot fence connects with Types A and Type C four-foot fences, they shall transition from four feet to six feet in twenty (20) feet and shall not abruptly change in height.

The ADC shall have the right to approve other styles of fences upon proper review.

Type A: Decorative Fence

Decorative fencing shall not exceed four feet in height, black in color and a wrought iron or metal material.

Type B: Screen Fence / Privacy Fence

Screening / Privacy fences may be constructed at six-foot height with traditional dog-eared non-alternating (same side) pickets. In cases where the fence is adjacent the street, the pickets must face the street.

Type C: Black Vinyl Chain Link Fence

Vinyl chain link fences shall be four feet in height coated with black vinyl with treated rounded posts with a top and bottom rounded rails (limited to two rails). The type C fence is required for lots adjacent to greenbelt, pond, lake or common areas.

Dog Run Fence:

Dog runs must be located in the rear or side yard, abutting the home and substantially screened from the street or neighboring lot. Dog runs must have a double fence along any greenbelt, pond, lake or common area. Size is limited to 250 square feet and must be constructed of type A, B or C fences established in this section.

K. Retaining Walls:

Retaining must receive prior written approval from ADC unless constructed of railroad ties #2 Grade.

L. Mail Boxes:

All mailboxes in HONEY CREEK AT BAILEY RANCH shall be cast aluminum or cast iron and must be patina green in color and filigree design. See attached supplemental for picture and available vendors.

M. Trash Containers/Clothes Lines:

No exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall exposed garbage can, trashcan, or any trash burning apparatus or structure be visible from street or neighboring lot.

N. Vehicle Storage and Parking:

No vehicle of any kind shall be repaired or restored upon any Lot, or within any portion of the Common Areas, except repairs performed within enclosed garages or emergency repairs to the extent necessary to enable movement of the vehicle to a proper repair facility.

No boats, trailers of any kind, campers, motor homes, panel trucks, recreational vehicles, commercial trucks, commercial machinery or similar vehicle shall be located, parked or stored on the side, front or rear of residence that can be viewed from the street within HONEY CREEK AT BAILEY RANCH.

Curb violation: No parking vehicles of any kind on street or curb longer than 48 hours. In the event of written complaints from Honey Creek at Bailey Ranch Property Owners of curb violations, the violator shall be notified in writing of the alleged violation and if it is not corrected, the Directors may have the violating vehicle removed at the vehicle owner's expense.

O. Cleanup during Construction:

The builder of a house must keep the lot cleaned up during construction. If the builder fails to do so, the developer, his agent or the Property Owners Association may have the lot cleaned. Cost for this work will be at the expense of the builder.

P. Sidewalks:

Sidewalks shall be constructed and maintained by the lot owner as structure construction occurs in accordance with the Owasso Design Criteria at the time of development.

Q. Landscaping:

LANDSCAPING FOR NEW CONSTRUCTION - BUILDER REQUIREMENTS:

Each BUILDER shall sod 100% of the front and side yards immediately after completion of construction of the house.

Each BUILDER shall plant a minimum of two trees of one and one-half inch caliper or larger in the front.

Each BUILDER shall plant the equivalent worth of \$500.00 in landscaping materials (trees, shrubs, bushes, ground cover etc.) exclusive of sodding and the two trees required above.

LANDSCAPING FOR HOMEOWNER or LOT OWNER:

Each lot Owner shall maintain sod in the front and side yards.

Each lot Owner shall maintain a minimum of two trees of one and one-half inch caliper or larger in the front yard.

Each lot Owner shall maintain the equivalent worth of \$500.00 (minimum) in landscaping materials (trees, shrubs, bushes, ground cover etc.) exclusive of sodding and the two trees required above. A landscaping plan must be submitted to the ADC for approval prior to planting.

All lawns and landscaping shall be neatly maintained including the control of weeds and the lawn height (not to exceed 4 inches).

Yard statues and decorations within view of street (excluding holiday decorations) are permitted as long as they are less than two feet in height and total less than six (i.e. five or fewer).

R. Satellite Dishes and Window AC Units:

Satellite dishes not exceeding 18" in diameter may be located next to the perimeter of the residence but must be out of view as much as possible from the street. Under no condition shall a freestanding satellite dish be located in the front, side or rear of residence unless it is out of view from neighboring lot. No window air conditioning units or window fans are permitted.

S. Noxious Activity and Pets:

No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood including but not limited to pets, vehicles, motorcycles, recreational vehicles and loud music. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

If used, bug zappers shall only be on/operating when Lot Owner is outside in close proximity. No insect repellent system or bug zapper of any kind shall be in front of residence or visible from the street.

T. Vehicular Sight Distance:

Fences, walls, hedges or shrubs at street intersections and on corner lots shall meet the requirements of the Code of the City of Owasso.

U. Definitions:

In the event of ambiguity of any word or term set forth in Section V, the meaning thereof shall be deemed to be defined as set forth within the City of Owasso Zoning Code as the same existed on January 1, 2000 or as subsequently amended.

In the event of ambiguity or the need for clarification of these restrictive covenants here in Section V, submit a request for approval to the ADC.

V. Erosion Control and Storm Water Pollution:

Each lot owner shall be required to install and maintain adequate erosion control to meet the minimum requirements of the City of Owasso and the State of Oklahoma. An Erosion Control Plan shall be submitted to the City of Owasso and the ADC for approval during the building permit process. The ADC, the Property Owner's Association and the City of Owasso have the right to enforce this restriction.

W. Holiday Decorations:

All seasonal decorations must be removed within forty-five (45) days of the particular holiday or celebration. Consideration of neighbors should be exercised when decorating for any occasion. All holiday lighting should be considered temporary and may not be installed prior to forty-five (45) days of the holiday and must be removed within forty-five (45) days of the holiday. Holiday decorations may not include any audio that can be heard beyond the limits of the lot.

X. Solar Panels

Solar Panels are prohibited in HONEY CREEK AT BAILEY RANCH unless they meet ALL governmental guidelines for residential uses in which case they may be located on the roof if (a) such solar unit is built into and made an integral part of the roof flashing or the structure of any house constructed on such site, and (b) if specifically approved by the ADC in accordance with this Section V.

Y. Shutters:

If installed, shutters on windows must be painted or stained the same color as the house trim, accent color or consistent with the architecture design of dwelling. Lot owner shall neatly maintain shutters.

Z. Architectural Design Committee (ADC) Requirements:

Before obtaining a building permit from the City of Owasso the following requirements and procedures must be followed: No fence, wall or any type of structure shall be commenced, erected or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan information satisfactory to the ADC shall have submitted to, and approved in writing by the Committee. In passing on such plans, specifications, plot plans and grading plan, the ADC may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. As soon as the ADC meets (which may only be once a

month), all completed requests for approval will be considered and returned to lot owner expediently. As soon as the ADC receives a request for approval, the ADC will send a courtesy call or note to notify lot owner when to expect a response to their respective request. The HONEY CREEK AT BAILEY RANCH Property Owners Association (HC @ BR POA) Board of Directors (Directors) appoints the members of the ADC. The members of the ADC reserve the right to dissolve the Committee by a simple majority vote. In the event of such dissolution, Architectural and Design approval shall rest in the Directors, if such organization is then in existence.

In the event that the lot owner wants to appeal the decision of the ADC, a written appeal must be submitted with appropriate detail to the Directors. Upon review of the written appeal and verbal appeal (if necessary or requested by the Board), the decision of the Directors shall be final.

The ADC shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations.

The ADC reserves the right in their sole discretion and without joiner of any owner at any time so long as one of the above Committee member is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as ADC and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

Mail Box Supplemental

Street Lamps of America
3975 S Sheridan, Tulsa, OK
(918) 622-8641



Last page of Covenants