

Camden Ridge Estates Homeowners Covenants

Amended Owner's Certificate, Dedication, and Reservations

This amended and restated Declaration of Certificate, Dedication, and Reservations for Camden Ridge Estates is effective as of the 1st day of July, 2016, by the Camden Ridge Estates Homeowners Association, Inc. (hereinafter referred to as the "Association").

Witnesseth:

WHEREAS, Section V, Enforcement, Duration, Amendment and Severability of the previous Amended Owner's Certificate, Dedication, Reservations provides for amendment of that instrument upon the express written consent of at least seventy-five percent (75%) of the outstanding votes of the Members of the Association; and

WHEREAS, the proposed amendments to the previous Amended Owner's Certificate, Dedication, and Reservation as set forth in this declaration have been approved by Members representing at least seventy-five (75%) of the outstanding votes of the Association.

NOW, THEREFORE, this Declaration does hereby replace and supersede the previous Amended Owner's Certificate, Dedication, and Reservations and from and after the date of the recording of this Declaration in the Deed Records of Creek County, Oklahoma, all of the Property set forth, shall be owned, held, transferred, leased, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, liens and charges hereinafter set forth.

KNOW ALL MEN BY THESE PRESENTS:

Camden Ridge Estates Homeowners Association, Inc., hereby certifies that it is the owner of record of greater than seventy-five percent (75%) of the residential lots, and entity having any right title, or interest in and to the following described real property and premises located in Creek County, Oklahoma, to-wit:

The Northeast Quarter (NE/4) of Section Twenty-Six(26), Township 18 North, Range 10 East of the Indian Base & Meridian, Creek County, Oklahoma, according to the Original U.S. Government Survey thereof, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Section Twenty-Six(26); thence

South 00°-46'-03" East a distance of 2645.84 feet along the East boundary of said Section Twenty-Six(26); thence South 89°-00'-51" West a distance of 2655.90 feet along the South boundary of said Northeast Quarter (NE/4); thence North 00°-56'-57" West a distance of 2644.67 feet along the West boundary of said Northeast Quarter (NE/4); thence North 88°-59'23" East a distance of 2664.29 feet along the North boundary of said Section Twenty-Six(26) to the point of beginning, containing 161.537 acres, more or less.

And has caused the above described land to be surveyed, staked, plotted, and subdivided into blocks, lots, streets and avenues, and has designated the same as Camden Ridge Estates, Creek County, State of Oklahoma. For the purpose of providing and orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title to such subdivision, they hereby impose the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

Section 1. Public Streets, Easements, and Utilities

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the street right-of-way depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U.E." or utility easement and the drainage easement depicted on the accompanying plat as "D/E" or drainage easement, for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including 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, wire, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided, however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purposed of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding and shall be enforceable by Creek County, Oklahoma, and by the supplier of any affected utility service, that within said right of way and easements (U/E, DE, etc.) depicted on the accompanying plat no building, structure, or

other above or below ground obstruction that interferes with the above set forth uses and purposes of said right of way or easement shall be placed, erected, installed or maintained; provided, however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, and customary screening fences and walls.

B. Overhead and Underground Service

1. Overhead lines for the supply of electric, telephone, and cable television services may be located within the utility easements herein established. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the development 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 rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.
2. Underground service cables and gas service lines to all structures which may be located within the development may be run from the nearest gas service line, service pedestal or transformer to the point of usage determined by the location and construction of such structure, 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 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 gas service line, extending from the service pedestal, transformer or gas service line to the service entrance on the structure.
3. The supplier of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have right of access to all easement ways shown on the plat or otherwise provided for in the Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of 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 the development and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. The 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 the 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 Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or storm sewer, or any construction activity which would interfere with public water mains or storm sewers shall be prohibited.

3. Creek Country Rural Water District No. 1, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing maintaining, removing, or replacing any portion of underground water or sewer facilities.

4. The foregoing covenants set forth in this Paragraph C shall be enforceable by Creek County, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Gas Service

1. No natural gas service is planned at this time. Gas service may be provided in the future.

2. 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 of the facilities installed by the supplier of gas service.

3. 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.

4. The foregoing covenants set forth in paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

E. Storm Water Detention

1. The Plat dedicates Reserve A to Camden Ridge Homeowners Association for the purpose of containing a detention pond.

2. Detention and other drainage facilities constructed and maintained by said Homeowners Association with Reserve A shall be in accordance with standards and specifications approved by Creek County, Oklahoma.

3. Reserve A shall be maintained by the Homeowners Association (to be formed pursuant to Section IV) to the extent necessary to achieve the intended drainage and detention functions, including repair of appurtenances and removal of obstructions and siltation. An access road dedicated to the public provides access to Reserve A.

a. Reserve A shall be kept free of litter

b. In the event the Homeowners Association should fail to properly maintain Reserve A as above provided, Creek County, Oklahoma or its designated contractor, may enter Reserve A and perform such maintenance and the cost thereof shall be paid by the Homeowners Association.

c. In the event the Homeowners Association after completion of the maintenance and receipt of a statement of costs fails to pay the costs of maintenance as above set forth, Creek County, Oklahoma, may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision.

d. A lien established as above provided may be foreclosed by Creek County, Oklahoma.

F. Overland Drainage Easements

1. The Owner/Developer does hereby grant to the public, and establishes perpetual easements on, over, and across those areas designated on the accompanying plat as "Drainage Easement" ("D/E") for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivision.
2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of Creek County, Oklahoma.
3. The overland drainage easement areas and facilities located within a lot shall be maintained by the owner of the lot upon which the drainage easement is located at his cost in accordance with standards prescribed by Creek County, Oklahoma. In the event the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, Creek County, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievements of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot.

G. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to 101st Street South or 193rd East Avenue within the boards designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Creek County Planning Commission or its successor, and with the approval of the board of County Commissioners of Creek County, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the Limits of No Access above established shall be enforced by Creek County, Oklahoma.

H. Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities

within the easements depicted on the accompanying Plat, provided, however, that Creek County or the supplier of the utility service shall use reasonable care in the performance of such activities.

Section II. CONSTRUCTION STANDARDS

A.

- 1) Lots 14,15,16,17,18,19,20,21,22,& 23, all of Block 5 and Lots 1,2,3,4,5,6,7,8,9,10,11,12,13, & 14, all of Block 6 must be new on site construction with a minimum floor area of fifteen hundred (1,500) square feet, minimum two car attached garage, and a minimum exterior coverage of 60% brick, rock or stucco type material.
- 2) Lots 1,2,3, & 4, all of Block 1 and Lots 1,2,3,4, & 5, all of Block 2 and Lots 14,15,16,17, & 18, all of Block 3 and Lots 9,10,11,12,13,14,15,20,21,22, & 23, all of Block 4 and Lots 1,2,3,4,5,6,7,8,9,10,11,12, & 13 all of Block 5 must be new on site construction with a minimum floor area of One Thousand Seven Hundred fifty (1,750) square feet, minimum two car attached garage, and a minimum exterior coverage of 60% brick, rock or stucco type material.
- 3) Lots 16,17,18,19,24,25,26,27,28,29,30,31,32,33, & 34, all of Block 4 and Lots 1,2,3,4,5,6,7,8,9,10,11,12, & 13, all of Block 3 must be new on site construction with a minimum floor area of one-thousand seven-hundred fifty (1,750) square feet, 1750 square feet with bonus space required, minimum two car attached garage, and a minimum exterior coverage of 70% brick, rock or stucco type material.

B. The home and/or floor plan and spec sheet must be approved by Camden Ridge, LLC or it's designate.

C. The home must have an FHA spec or post tension concrete slab or stem wall.

D. The home must have no less than an 8/12 pitch roof and a 30 year shingle type material roofing requirement.

E. Installment of propane tanks must be located to the rear or side of the house, not viewable from the street. The tank must be considered aesthetically pleasing, either painted to match the home or with a full fence or other similar cover around the perimeter of the tank. The tank must adhere to all safety guidelines and installed professionally.

SECTION III. GENERAL PROVISIONS

- A. All lots in the Addition shall be known and described as residential and shall be used for residential purposes only.
- B. No vehicle that is not in operating condition shall be left on any property unless kept in a fully enclosed garage or outbuilding.
- C. No commercial business, trade, or activity shall be conducted on the property. (Specifically, those that include storefront commercial services, daily or weekly visitation by customers/ clients, or any day-to-day trade of goods and/or services.) No noxious or offensive activity shall be conducted upon any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- D. Each property shall be kept neat and in a professional manner at all times.
- E. No building shall be located closer than Sixty (60) feet from the centerline of any dedicated roadway and (75) feet from the centerline of an existing County road.
- F. During the construction phase, a temporary office structure may be temporarily located on a residential lot for use as a construction or sales office by Owner/ Developer.
- G. Potable water for this Addition shall be furnished by Creek County Rural Water District No. 1. A separate tap for each lot must be purchased prior to completion of residence.
- H. Each residence shall have a septic or an aerobic system approved by the Department of Environmental Quality (DEQ).
- I. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. Poultry is allowed in the form of hens, with a limit of six per acre. No roosters or other livestock are permissible within Camden Ridge Estates.

- J. No radio or Television towers, aerials, or antennae shall be located in the front yard of any lot. Satellite dishes may not exceed thirty-six (36) inches and may not be located in any front yard.
- K. Detached accessory structures shall be compatible with the house in a neat and professional-like manner and must be completed within twelve (12) months. Detached structures are limited to being not larger than the area of the principal residence in size. Structure must be approved by Home Owners Association Board before building/placement shall begin.
- L. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and/or other waste. Such rubbish, trash, garbage, and/or other waste shall be kept in sanitary containers. The owner of the lot shall be responsible for keeping weeds and grass mowed on his lot or lots. If lot or lots are unmaintained, the Board reserves the right to maintain lot or lots and charge the owner for upkeep. Undeveloped lots must be kept mowed back a minimum of twenty-five (25) feet from the edge of the roadway where accessible.
- M. The construction of advertising boards and/or structures on any lot is prohibited, except that signs advertising the sale or resale of such property shall be permitted, providing such sign shall not exceed three (3) square feet in size. Temporary marketing signs on lots by developers or builders will be allowed until all the lots have been built upon.
- N. The developer will be permitted to post a sales sign at both entrances until all lots are sold as permitted by the Zoning.
- O. Any enclosed, heated attachment must be constructed to conform to residence in siding and roof, material and color.
- P. Swimming pools of any type shall not be placed in the front yard.
- Q. Common utility costs shall be maintained and paid for by the Camden Ridge Estates Homeowners Association with funds collected from the annual homeowner's dues or assessments.
- R. No trailer, tent, garage, barn, outbuilding, or any structure of a temporary nature shall be used at any time for human habitation, for more than thirty (30) days. However, a temporary exception may be granted by the Board in specific cases.

S. Fences:

1. In no event shall any fence or wall exceed six (6) feet in height.
2. Chain link fence must have a top rail of wood or metal. Wood or metal posts may be used in construction of the fence.
3. Wire fencing material to contain a yard such as chicken wire, hog wire, barbed wire, or any similar type of wire fencing are prohibited.
4. Privacy fences may not extend past the front of the residence. Decorative wood or plastic rail fences compatible with the surrounding area are allowable.
5. No fences are allowable across utility easements without a waiver from Camden Ridge Estates Home Owner's Association signed by the land owner acknowledging access by utility companies as defined by Section 1 paragraph A and that should access be required on the utility easement by a utility company, it shall be the responsibility of the land owner to repair/replace any fence removed at the land owner's expense. Nothing in the Covenants shall construe permission to limit access to utility easements in violation of any main power line utility requirements as defined by the Oklahoma Department of Transportation, Right-of-ways and Utilities Division. (SEE ATTACHMENT "A": Home Owner Release)

- T. Any and all vehicles (including boats, recreational vehicles, trailers, ATVs, etc.; both motorized and non-motorized) parked on a permanent basis (as defined as over thirty days) must be on an all-weather surface and must be on the side or back area of the house, away from street view.

SECTION IV. HOMEOWNERS ASSOCIATION

A. Formation of Homeowners Association

The Owner/Developer hereby forms an association or associations of the owners of the residential lots within Camden Ridge Estates, to be established in accordance with the Statutes of the State of Oklahoma, and to be formed for the general purpose of development and maintenance of the common areas, and enhancing the value, desirability, and attractiveness of Camden Ridge Estates. This association shall be called Camden Ridge Estates Homeowners Association.

B. Membership

Every person or entity who is a record owner of the fee interest of a residential lot shall be a member of the Association, and shall be subject to assessment for maintenance and development of the common area. Membership shall be appurtenant to and may not be separated from the ownership of a residential lot. The Association shall have the authority to create a lien for non-payment of assessments.

C. Voting

Each lot shall have one (1) vote in the Association.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

Covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of seventy-five per cent (75%) or greater of the residential lots. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

D. Severability

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

IN WITNESS WHEREOF, Camden Ridge Estates Homeowner Association, Inc., an Oklahoma Not For Profit company, has executed this instrument this 1st day of July, 2016.

By Camden Ridge Estates Homeowner Association Board

ATTACHEMENT "A"

Camden Ridge Estates Home Owner's Association

Land Owner Release for Fences across Utility Easements

As a member of Camden Ridge Estates Home Owner's Association and a property owner with land which has Utility Easements which run across the property, I acknowledge I must allow access to utility companies in the performance of maintenance, repair, and additional inclusion of utility lines across my property. I further understand I am able, by Camden Ridge Estates Home Owner's Association Covenants, to construct a fence across said easement as long as it adheres to the Home Owner' Covenants, and I acknowledge financial responsibility for the repair or replacement of said fence in the easement in the event the utility company must remove sections of said fence on the easement area of my land.

Printed Name

Date

Signature

Property Address