

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR PECAN
ESTATES

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY 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 APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, 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 RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE 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 ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS 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 AN EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-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 THE EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAYBE LOCATED WITHIN THE SUBDIVISION MAYBE 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 MAYBE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE 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. EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES THROUGH ITS AGENTS AND EMPLOYEE, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS 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 EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS OR HER 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 EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT. THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER, WATER MAINS AND SANITARY SEWER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE RIGHT OF ACCESS TO ALL EASEMENTS 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, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

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. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

E. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO ELWOOD IN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. 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 UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAY.

2. IF IT IS DETERMINED BY THE MUNICIPALITY THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAY. THE CITY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE AND SAVE.

G. RESERVE AREA 'A', RESERVE AREA 'B', RESERVE AREA 'C', RESERVE AREA 'D'

1. EASEMENT IN COMMON AREAS: DECLARANT HEREBY DEDICATES AND CONVEYS TO EACH OWNER A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREAS; PROVIDED, HOWEVER, NO COMMON AREAS MAY BE USED FOR RECREATION, HIKING, NATURE STUDY, PICNICKING OR OTHER USES EXCEPT AS AUTHORIZED FROM TIME TO TIME BY THE BOARD. SAID RIGHT AND EASEMENT SHALL NOT BE PERSONAL BUT SHALL BE CONSIDERED TO BE APPURTENANT TO SAID LOTS, WHETHER SPECIFICALLY SET FORTH IN DEEDS TO THE LOTS OR NOT. DECLARANT HEREBY COVENANTS FOR ITSELF, ITS SUCCESSORS AND ASSIGNS THAT IT WILL CONVEY BY SPECIAL WARRANTY DEED, AT SUCH TIME AS DECLARANT NO LONGER OWNS ANY LOT, OR SUCH EARLIER DATE AS DECLARANT SHALL DETERMINE IN ITS SOLE DISCRETION, A FEE SIMPLE TITLE TO THE COMMON AREAS TO THE ASSOCIATION, FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT ANY CURRENT AD VALERO OR SPECIAL ASSESSMENT TAXES. THE ASSOCIATION SHALL ACCEPT TITLE TO SUCH COMMON AREAS TOGETHER WITH THE RESPONSIBILITY TO PERFORM ANY AND ALL FUNCTIONS AND DUTIES ASSOCIATED THEREWITH, INCLUDING THE RESPONSIBILITY FOR THE PAYMENT OF TAXES AND INSURANCE ON THE COMMON AREAS AND FOR THE PROPER MAINTENANCE OF THE OPEN SPACES. THE TITLE TO THE COMMON AREAS VESTED IN THE ASSOCIATION SHALL BE SUBJECT TO THE RIGHTS AND EASEMENTS OF ENJOYMENT IN AND TO SUCH COMMON AREAS BY ITS MEMBERS.

2. DESCRIPTION OF COMMON AREAS. THE COMMON AREAS CONSIST OF THE FOLLOWING REAL ESTATE:

RESERVE AREA 'A', RESERVE AREA 'B', RESERVE AREA 'C' AND RESERVE AREA 'D' AS SHOWN ON THE FINAL PLAT.

3. RESERVATION OF RIGHTS IN COMMON AREAS: NOT WITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, DECLARANT RESERVES THE RIGHT TO GRANT EASEMENTS WITHIN THE COMMON AREAS FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, DRAINAGE COURSE, PUBLIC WALKWAYS AND OTHER PUBLIC UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE COMMON AREAS.

4. DRAINAGE FACILITIES CONSTRUCTED IN RESERVE AREAS 'A', 'B', 'C' AND 'D' SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF GLENPOOL, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.

5. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE RESERVE AREAS 'A', 'B', 'C' OR 'D' NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF GLENPOOL. PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVE A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2.5) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA.

6. RESERVE AREAS 'A', 'B', 'C' AND 'D' SHALL BE MAINTAINED BY THE PECAN ESTATES HOME OWNERS ASSOCIATION IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, OKLAHOMA. THE PECAN ESTATES HOME OWNERS ASSOCIATION OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTION AND MAY REMOVE ANY OBSTRUCTIONS OR CORRECT, ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE PECAN ESTATES HOMEOWNERS ASSOCIATION.

7. NO VEHICULAR ACCESS IS ALLOWED IN RESERVE AREAS 'A', 'B', 'C' AND 'D' EXCEPT FOR MAINTENANCE VEHICLES. THE AREAS SHALL BE SIGNED ACCORDINGLY.

SECTION II. DECLARATION OF PRIVATE DEVELOPMENT RESTRICTIONS

1. ALL LOTS IN SAID SUBDIVISION SHALL ONLY BE USED FOR SINGLE-FAMILY RESIDENCES.

2. THE SQUARE FOOTAGE OF ALL DWELLINGS, EXCLUSIVE OF OPEN PORCHES AND GARAGES, HAVE A MINIMUM OF 1600 SQUARE FEET. IF A SINGLE FAMILY DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY, AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SHALL HAVE AT LEAST A TOTAL OF 1,800 SQUARE FEET OF FINISHED HEATING LIVING AREA. A MINIMUM OF 1,200 SQUARE FEET ON THE FIRST FLOOR.

3. ALL HOMES SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES AND A MAXIMUM OF THREE AUTOMOBILES.

4. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.

5. A FOUR FOOT CONCRETE SIDEWALK MUST BE INSTALLED AND MAINTAINED ALONG ALL DEDICATED STREETS PLACED FOUR (4') FEET BEHIND THE CURB.

6. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM FRONT AND SIDE STREET SETBACK OR BUILDING LINES SHOWN ON THE RECORDED PLAT. NO BUILDING NOR ANY PROJECTION THEREOF SHALL BE LOCATED NEARER THAN ANY SIDE LOT LINE SHOWN ON THE RECORDED PLAT. GARAGE ENTRANCE SETBACKS SHALL NOT BE LESS THAN 25' EXCEPT FOR THOSE IN BLOCK 8 WHICH HAVE BEEN APPROVED FOR 20' THAT IS SHOWN ON THE PLAT.
7. NO PERMANENT BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
8. ALL YARD AREAS THAT ABUT A STREET MUST BE COMPLETELY COVERED WITH CUT SOD FROM THE ABUTTING STREET(S) TO THE BUILDING SET BACK LINE.
9. SHRUBS AND GROUND COVER WILL BE PLANTED BY THE OWNER/DEVELOPER AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AT THE ENTRANCE TO THE ADDITION.
10. MONUMENT SIGNS IDENTIFYING THE RESIDENTIAL DEVELOPMENT MAY BE LOCATED AT THE ENTRANCE TO THE ADDITION AND MAINTAIN BY THE HOMEOWNERS ASSOCIATION. SIGNS MAY NOT EXCEED 48 SQUARE FEET OF DISPLAY, SURFACE AREA.
11. THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS, OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT THAT SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED, PROVIDED THEY DO NOT EXCEED FOUR SQUARE FEET IN DISPLAY SURFACE AREA. THE CONSTRUCTION OR MAINTENANCE OF THE BILLBOARDS, OR ADVERTISING BOARDS OR STRUCTURES ON ANY LOT IS SPECIFICALLY PROHIBITED.
12. TEMPORARY MARKETING SIGNS BY DEVELOPERS OR BUILDERS WILL BE ALLOWED UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
13. ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE OF BRICK, STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.
14. THE EXTERIOR WALLS OF A SINGLE-FAMILY ERECTED ON ANY LOT SHALL BE AT LEAST 90% BRICK STONE, OR STONE VENEER, PROVIDED, HOWEVER THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIORS, AND FURTHER PROVIDED THAT WHERE A GABLE TYPE ROOF IS CONSTRUCTED AND A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING DUE TO THE CONSTRUCTION OF SUCH GABLE TYPE ROOF, THEN THAT PORTION OF SUCH WALL EXTENDING ABOVE THE EXTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL ALSO BE EXCLUDED FROM THE SQUARE FOOT AREA IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS OF SAID DWELLING. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, THE BUILDING MATERIALS REQUIREMENTS.
15. ALL MAILBOXES IN PECAN ESTATES SHALL CONFORM TO THE SPECIFIC DESIGN APPROVED BY THE ARCHITECTURAL COMMITTEE. ADDRESSES SHALL BE CLEARLY VISIBLE FROM STREET.
16. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANY TRASH, OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE TO THE NEIGHBORHOOD.

17. 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, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES. ANIMALS CLASSIFIED AS EXOTIC ANIMALS BY THE CITY OF GLENPOOL SHALL NOT BE ALLOWED.
18. NO TRAILER, TENT, SHACK, GARAGE, BARN OR OUTBUILDING SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE BE USED FOR HUMAN HABITATION.
19. NO EXISTING, ERECTED BUILDING OR STRUCTURE OF ANY SORT MAY BE MOVED ONTO OR PLACED ON ANY LOT.
20. DURING THE CONSTRUCTION AND SALES PERIOD, THE ARCHITECTURAL COMMITTEE MAY TEMPORARY USE IN FURTHERANCE OF CONSTRUCTION, SALES, AND PROMOTION WHICH MIGHT OTHERWISE BE PROHIBITED, HOWEVER TO THE EXTENT TEMPORARY USES ARE PROHIBITED BY THE CODE OF THE CITY OF GLENPOOL.
21. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT AND NO TRAILER, MOTOR HOME, BOAT TRAILER, OR TRAVEL TRAILER SHALL BE LOCATED, PARKED OR STORED WITHIN A FRONT AND/OR SIDE YARD PROVIDED NOTHING HEREIN SHALL PROHIBIT THE PARKING OF A CUSTOMARY PASSENGER VEHICLE ON THE SURFACED DRIVEWAY.
22. BOATS, TRAILERS, CAMPERS, INOPERABLE VEHICLES OR OTHER RECREATIONAL VEHICLES SHALL NOT BE STORED OR PARKED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IT IS THE VIEW FROM THE STREET OR FROM ADJACENT PROPERTY. STORAGE OR PARKING OF RECREATIONAL VEHICLES SHOULD BE IN ENCLOSED GARAGES OR IN ACCORDANCE WITH THE GLENPOOL MUNICIPAL CODES.
23. PARALLEL PARKING IN FRONT OF A HOUSE IS RESTRICTED TO NO LONGER THAN SIX (6) HOURS.
24. ALL VEHICLES PARKED IN FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON CONCRETE SURFACES.
25. NO RADIO OR TELEVISION TOWERS, AERIAL OR ANTENNA SHALL BE LOCATED ON ANY RESIDENTIAL LOT.
26. SATELLITE DISHES CANNOT EXCEED 18 INCHES IN DIAMETER UNLESS SCREENED FROM VIEW FROM ANY STREET.
27. NO SATELLITE DISHES SHALL BE PERMITTED IN FRONT YARDS. NOR SHALL ANY SATELLITE BE MOUNTED ON THE FRONT PORTION OF ANY RESIDENCE.
28. OUTBUILDINGS MAY BE ERECTED ON ANY LOT, PROVIDED THAT IT IS ARCHITECTURALLY COMPATIBLE WITH THE HOUSE AND BE APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE CITY OF GLENPOOL PRIOR TO CONSTRUCTION. OUTBUILDINGS SHALL INCLUDE ANY ENCLOSED OR COVERED STRUCTURE NOT DIRECTLY ATTACHED TO THE RESIDENCE AND APPURTENANT THERETO, PROVIDED, THE ARCHITECTURAL COMMITTEE MAY WAIVE THIS RESTRICTION IN THE PARTICULAR INSTANCE. OUTBUILDINGS SHALL BE NO LARGER THAN 150 SQUARE FEET AND SHALL BE LOCATED BEHIND THE HOUSE. BUILDING PERMITS SHALL BE ISSUED BY THE CITY OF GLENPOOL IF PLACED ON A PERMANENT SLAB AND/OR AS ELECTRICAL SERVICE.

29. ALL HOUSES, GARAGES AND BUILDINGS OF ANY KIND MUST HAVE A ROOF COVERING OF "TAMKO" HERITAGE II ASPHALT COMPOSITION SHINGLES (COLOR: WEATHERWOOD) OR EQUIVALENT, OR OTHER ROOF COVERING APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. NO DWELLING SHALL HAVE A ROOF PITCH, EXCEPT PORCHES AND PATIO ROOFS, OF LESS THAN 8" IN 12" OVER SEVENTY FIVE (75%) PERCENT OF ROOF AREA. PORCH AND PATIO ROOFS SHALL NOT HAVE A ROOF PITCH OF LESS THAN 4" IN 12". NO METAL ROOFS WILL BE ALLOWED.

30. NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED FOR BUSINESS, PROFESSIONAL TRADE OR COMMERCIAL PURPOSES ON ANY PORTION OF ANY SINGLE-FAMILY LOT. THIS PROHIBITION SHALL NOT APPLY TO ANY BUILDING OR STRUCTURE THAT MAY BE PLACED ON ANY LOT OR PORTION OF A LOT THAT IS USED EXCLUSIVELY BY A PUBLIC UTILITY COMPANY IN CONNECTION WITH THE FURNISHING OF THE PUBLIC UTILITY SERVICES TO PECAN ESTATES.

31. ALL CURB CUTS SHALL BE SAWED.

32. NO FENCES SHALL EXCEED SIX FEET IN HEIGHT. NO FENCE OR ENCLOSURE OF ANY TYPE OR NATURE WHATSOEVER SHALL BE CONSTRUCTED, ERECTED, PLACED OR MAINTAINED CLOSER TO THE FRONT LINE THAN THE BUILDING SETBACK LINE OR THE FRONT OF THE STRUCTURE, WHICHEVER IS LESS, APPLICABLE AND IN EFFECT AS THE EACH LOT; PROVIDED, HOWEVER THAT IT IS NOT THE INTENTION OF THIS PARAGRAPH TO EXCLUDE THE USED OF EVERGREENS OR OTHER SHRUBBERY TO LANDSCAPE A FRONT YARD. FENCES ACROSS PIPELINE WILL BE PERMITTED IF THE FENCES EXTEND TO THE REAR PROPERTY LINE AND NO POSTS ARE CLOSER THAN 3 FEET FROM THE PIPELINE.

33. ALL LOTS THAT BACK UP TO ANY OF THE BOUNDARIES (EXCLUDING ELWOOD) SHALL HAVE A 6-FOOT WOOD PRIVACY FENCE ALONG THAT BOUNDARY LINE. THE FENCE TO BE CONSTRUCTED WITH 5/8" X 4" X 6' PRESSURE TREATED #2 SPRUCE OR BETTER WITH 1" 'DOG EARS AND 4" X 4" PRESSURE TREATED POSTS. THESE FENCES MUST BE COMPLETED PRIOR TO THE CITY OF GLENPOOL ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR NEW RESIDENCES. THE CITY OF GLENPOOL WILL ENFORCE THE PERPETUAL MAINTENANCE OF SAID PERIMETER FENCES (INCLUDING THOSE ALONG ELWOOD) UNDER ITS CODE ENFORCEMENT AUTHORITY. FAILURE TO MAINTAIN PERIMETER FENCING WILL RESULT ON THE REPAIR OF THE FENCE BY THE CITY AND A LIEN TO BE FILED AGAINST THE LOT OWNER. ALL LOTS IN BLOCK 1, 6, & 7 THAT ABUT ONTO RESERVE AREAS A & B SHALL HAVE A MAXIMUM 4' TALL PRESSURE TREATED TIMBER POST(RANCH STYLE)/RAIL FENCE WITH BLACK VINYL CLAD CYCLONE FENCING TO BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF GLENPOOL. ALL LOTS IN BLOCK 7 & 8 THAT ABUT ONTO RESERVE AREAS C & D SHALL HAVE A PRIVACY FENCE MEETING REQUIREMENTS OF SECTION 33 HEREIN TO BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF GLENPOOL. THESE FENCES WILL ALSO BE SUBJECT TO PERPETUAL MAINTENANCE REQUIREMENT WITH THE CITY HAVING CODE ENFORCEMENT AUTHORITY.

34. STANDARD 6' HIGH WOOD PRIVACY FENCES WITH "DOG EAR" 1 X 4 PICKETS WITH #2 SPRUCE OR BETTER.
SHALL BE PERMITTED ON ALL LOTS IN PECAN ESTATES EXCEPT AT LOCATIONS STATED HEREIN.

35. NO FENCE SHALL BE BUILT BEYOND THE FRONT BUILDING LINE OF THE HOME. NO FENCING SHALL BE CONSTRUCTED NEARER THE STREET THAN THE SIDE BUILDING LINE FOR CORNER LOTS SHOWN ON THE PLAT.

36. FENCES FACING THE STREET AND LOCATED IN STREET YARDS BETWEEN HOMES SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WITH GOOD SIDE FACING THE STREET.

37. OTHER TYPES OF FENCING UTILIZING BRICK OR STONE MAY BE PERMITTED AT LOCATIONS WHERE TYPE IS NOT SPECIFIED HEREIN. PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE IS REQUIRED.

38. BARBED WIRE, MESH OR OTHER METAL FENCING SHALL NOT BE PERMITTED.

39. A HOMEOWNER'S ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN THE DRAINAGE, PARK, ENTRANCES AND DETENTION EASEMENTS AND FOR SUCH PURPOSES AS SHALL BE DEEMED ADVISABLE. OWNERS OF ANY LOT WITHIN SAID SUBDIVISION SHALL UPON PURCHASE OF A LOT, BECOME A MEMBER OF THE ASSOCIATION. MEMBERSHIP HEREIN SHALL BE THEREAFTER APPURTENANT TO THE OWNERSHIP OF SAID LOT. ONE CANNOT BE TRANSFERRED WITHOUT THE OTHER. ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS. MEMBERSHIP IN THE ASSOCIATION SHALL BE SUBJECT TO ASSESSMENTS TO BE SET BY THE MEMBERSHIP. SUCH ASSESSMENTS SHALL BE A LIEN ON THE ASSESSED LOT, BUT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE. ALL LAWFUL ACTS, IF ANY, OF THE ASSOCIATION, MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS IN CONNECTION WITH THE ADMINISTRATION, UPKEEP AND MAINTENANCE OF CERTAIN COMMON AREAS FOR USE BY OWNERS AND THEIR GUESTS WITHIN THE COMMUNITY AND LANDS DESCRIBED IN THE AFORESAID DECLARATION ARE AND SHALL BE BINDING UPON THE LOTS CONTAINED IN PECAN ESTATES AND OWNERS THEREOF. MEMBERSHIP WILL BE SET AT \$100.00 PER YEAR, UNTIL CHANGED BY THE HOMEOWNER'S ASSOCIATION.

40. ALL AREAS OF THE LOT SHALL BE SODDED AND LANDSCAPED WITHIN THIRTY (30) DAYS PRIOR TO OCCUPANCY OF THE HOME. EACH FRONT YARD SHALL HAVE TWO (2) - TWO INCH DIAMETER TREES PLANTED ON THE LOT.

41. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES INCLUDING GAS LINES, LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED BY THE MUNICIPALITY THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES, INCLUDING GAS LINES IN EASEMENTS OR RIGHT-OF-WAY, THE CITY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE THE SAME.

42. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THEN THE CONSTRUCTION SHALL BE COMPLETE WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

43. NO EXPOSED CLOTHES LINE POLES OR OUTDOOR DRYING APPARATUS WILL BE PERMITTED ON ANY LOT, NOR SHALL EXPOSED GARBAGE CAN, OR ANY TRASH BURNING APPARATUS OR STRUCTURE BE PLACED ON ANY LOT.

44. MATERIAL FOR DRIVEWAYS AND WALKWAYS SHALL BE CONCRETE ONLY.

45. THE BUILDER OF A HOUSE MUST KEEP THE LOT CLEANED UP DURING CONSTRUCTION. IF THE BUILDER FAILS TO DO SO, THE DEVELOPER OR HIS AGENT MAY HAVE THE LOT CLEANED. THE COST FOR THIS WORK SHALL BE AT THE EXPENSE OF THE BUILDER.

46. FENCES, WALLS, HEDGES OR SHRUBS AT STREET INTERSECTIONS AND ON CORNER LOTS SHALL MEET THE REQUIREMENTS OF THE CODE OF THE CITY OF GLENPOOL.

47. ALL SWIMMING POOLS SHALL BE LOCATED IN A FENCED BACK YARD. ABOVE GROUND POOLS SHALL BE ENCLOSED BY 6' PRIVACY FENCES.

48. ALL HOUSES SHALL HAVE THE ADDRESS SPRAY PAINTED ON THE CURB IN FRONT OF THE HOUSE IN A MINIMUM OF 3" NUMBERS IS THE RESPONSIBILITY OF THE HOME OWNER TO MAINTAIN HOUSE NUMBERS.

49. THE HOME OWNERS ASSOCIATION WILL BE REQUIRED TO MAINTAIN AND PAY FOR THE PEDESTRIAN LIGHTS ALONG THE WALK TRAIL IN RESERVE AREA 'A'.

SECTION III. ARCHITECTURAL CONTROL COMMITTEE

NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS AND SPECIFICATIONS THEREFORE, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY MAJORITY OF AN ARCHITECTURAL COMMITTEE COMPOSED OF CLUB 301 OR ITS DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKELY AUTHORITY AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THEN (10) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND CAPABILITY WITHIN THE SUBDIVISION AND ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HERE UNDER AND ITS APPROVAL ON BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE WHEN A SINGLE FAMILY RESIDENCE HAS BEEN CONSTRUCTED ON EACH OF THE SINGLE FAMILY LOTS OF THIS SUBDIVISION. THEREAFTER, THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE AND EFFECTIVE THEREON A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF A MAJORITY OF

THE SINGLE FAMILY LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVES WHO SHALL THEREINAFTER EXERCISE THE SAME POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE DOCUMENT.