

I-2010-004419 Book 4082 Pg: 213
04/29/2010 2:16 pm Pg 0213-0217
Fee: \$ 21.00 Doc: \$ 0.00

Karen Anderson - Muskogee County
State of Oklahoma

**DECLARATION OF COVENANTS AND RESTRICTIONS
RELATING TO COMMON FACILITIES OF
QUAIL CREEK FIRST ADDITION**

This Amended Declaration is made on this twenty ninth (29) day of April 2010, by Arcon, Inc., hereinafter called the Developer.

WITNESSETH:

WHEREAS, Developer is the Owner of the real and personal property described as Quail Creek First Addition, and set out on the Plat attached to this Declaration and desires to create thereon a residential community, for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the benefit of the Owners of lots in Quail Creek First Addition and to this end, desires to subject the said addition to the covenants, restrictions, easements hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner of any Lot or interest therein; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions hereinafter created; and

NOW THEREFORE, the Developer declares that all lots in Quail Creek First Addition are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as Restrictive Covenants)

**ARTICLE I
DEFINITIONS**

Section 1. The following words when used in this Declaration or and Supplemental Declarations shall the following meanings;

- (a) "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration under the provisions of the Covenants.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot of land as shown upon the recorded Subdivision Plat of the properties.



**ARTICLE II
COVENANTS**

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- 1) Lots shall be designated as residential type lots and shall be residential use only.
- 2) These Lots are for residences with a minimum of 1000 square feet of Living area for Quail Creek First Addition and shall have a two (2)-car garage.
- 3) The exterior of the home will be covered with at least 40% masonry (Brick, Rock, Stone, Etc.).
- 4) No residence or outbuilding shall be erected closer than five (5) feet to the side boundary lines, or twenty (20) feet to the rear boundary lines and seventy-five (75) feet to the front boundary line, being one hundred fifteen (115) feet to the section line.
- 5) Any construction to any residence (add-ons, porches, etc.) shall be constructed in a neat, professional-like manner and must be completed on a timely basis. The construction of any outlying building (garages, workshop, storage, etc.) must be completed in a neat, professional-like manner (good construction and painted) and shall be completed in a timely manner. No temporary building shall be erected on the Lot.
- 6) No tents, basements, garages, shacks, barns, trailers, mobile home or other out-building of similar structures shall be erected or located on any lot. No manufactured home shall be used as a residence on said property shall be erected or located on any lot.
- 7) Mailbox along South Gulick Street shall be constructed with a breakaway post (material that will break in the event it is hit by a car), wood or plastic.
- 8) Any dwelling or structure erected in the subdivision shall be completed as to the exterior appearance, including finished painting and grading within 12 months from the date of start. Lawn and driveway must be completed within 18 months from the start of the house construction.
- 9) All garage entries shall be from the side of the house. No garage entries shall face Gulick Street.
- 10) Vehicles or equipment parked on said lot shall be limited to the number as not to create a neighborhood nuisance or become unsightly and are not to be parked on the road easement.

VIEW ADDITIONAL LAND RECORDS AT
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I-2010-004419 Book 4082 Pg: 215
04/29/2010 2:18 pm Pg 0213-0217
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- 11) This property or lot shall not be used for storage of wrecked, unlicensed or dismantled cars or trucks, or any type of junked items unless stored inside a building and kept out of sight.
- 12) No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage and or other waste. All household waste shall be kept in a standard waste container. No burning of trash shall be allowed, (no trash barrel). Builder is responsible for cleanup of lot. All trash shall be removed from the lot thirty days (30) days, after completion of the construction of the house.
- 13) Owners shall be responsible for keeping grass mowed on lot before and after construction of a house or purchase of a lot.
- 14) No noxious or offensive activity shall be carried on said Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 15) No fences shall be built on the front of the lot. (From the set back or the front of the constructed house which ever is greater).
- 16) No Lot in this subdivision shall be used for any business, trade, professional or commercial use except for in-house business with the storage of materials inside a shop or outbuilding. No visible storage will be allowed outside the house or shop buildings. No use may be made of any Lot, which constitutes a nuisance to other owners.
- 17) No out building or shop shall exceed the square footage of the house including the garage. (House outside measurements total 2,500 square feet, shop maximum size 2,500 square feet). One side of the outbuilding must be fifty (50), foot or less. Example: house 2000 square foot, maxim size of outbuilding can be 2000 square foot or less.
- 18) Should any owner, or tenant of any Lot in this addition violate any of the restrictive covenant and /or conditions contained herein, and thereafter refuse to correct and abide by the same after reasonable notice, then in such event any owner of any Lot in said addition may institute legal proceedings to enjoin, abate and correct such violation or violations, and the owner of the Lot or Lots permitting the violation of such restrictions and conditions shall pay all attorney fees, court costs and necessary expenses incurred by the person instituting such legal action to maintain and enforce the restrictions and conditions and it is further agreed that any costs assessed by the court for the aforesaid violation or violations shall become a lien upon the Lot or Lots.

I-2010-004419 Book 4082 Pg: 216
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- 19) The invalidation of anyone of the restrictions of covenants by the judgment of any court shall in no way affect any other provisions, which shall remain in full force and effect.
- 20) Easements shall be as platted.
- 21) No animals, Livestock or poultry shall be raised, bred, or kept on any lot except for cats and dogs and household pets maybe kept, provided they are not kept, bred or maintained for commercial purposes. They are not to be a nuisance to neighbors.
- 22) The construction of advertising boards and/or structures on any lot is prohibited, except advertising the sale of property, which will not exceed 3' X 3'.

ARTICLE III GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, shall insure to the benefit of and be enforceable by the Owners of any of the Lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the term of ten (10) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the Owners of fifty percent of the lots has been recorded prior to the commencements of any ten year period.

Section 2. AMENDMENTS. These Covenants and restrictions may be amended during the first ten years from the date of the Declaration, by an instrument signed by not less than fifty one percent (51%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by any owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

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