

## - RICHWOOD TRAILS PROPERTY OWNERS DEED RESTRICTIONS -

**These Restrictions have not been approved in whole or in part by the  
Association**

Be it known by all property owners (note exception below) in what is described as Richwood Trails Subdivision, being located on a tract of land, being part of NW Quarter of Section 18, Township 9 North, Range 5 West of the I. M., Grady County, Oklahoma, do hereby declare that Phase I, Lots 1 - 26, Phase II, Lots 27 thru 36, are hereby made subject to the following restrictions:

1. All lots in the Plat described above shall be used for single family residential buildings with a minimum of a two car attached garage. The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this declaration.
  - a. No single story building shall have less than 1,400 square feet.
  - b. No two story building shall have less than 1,800 square feet.
  - c. No raised ranch, bi-level, or tri-level building shall have less than 1,400 square feet on the main level.
  - d. All permanent outbuildings will have an exterior construction of metal siding and a gabled roof, with no less than 4 on 12 pitch. paint scheme to match the home as close as possible. All portable buildings will have a gabled roof, are to be professionally built and painted with colors matching home, wood stain may be substituted. Upon the election of an Architectural Control Committee (ACC), existing outbuildings, permanent and portable, will be grandfathered until such time that the grandfathered building is destroyed, removed or severely damaged, shall be replaced in accordance with existing Association Architectural codes in affect at time of replacement.
  - e. The above minimum requirements may be waived by the Architectural Control Committee, in the event the proposed architecture and quality of the building is

such as to present an appearance compatible with other buildings in the plat. For the purpose of determining floor area stair openings shall be included. Open porches, screened porches, attached garages and basements, even if the basements are finished, are excluded.

2. Upon the filing of the Plat Richwood Trails, with the office of the Grady County Register of Deeds, the Owners shall appoint an Architectural Control Committee (ACC) which shall have the power to approve or disapprove of any plans and specifications of all proposed new buildings and structural changes to all existing buildings in said Plat. It is the intent of these rules that only those plans be approved that insure the uniformity and quality of the neighborhood. Approval shall not be unreasonable or withheld unless plans and specifications of all proposed buildings do not conform to guidelines set forth in the Plat Deed Restrictions and Homeowners Association By-Laws. In the event that a plan and specifications for a building are submitted to the ACC, person making request will be notified of it's approval or disapproval in twenty (20) days from date of receipt.

3. No residential building constructed elsewhere may be moved onto any lot in the Plat. No structure of any type may be used as a residential living unit unless structure has it's own electric, water, and septic systems.

4. All buildings constructed on any lot in the Plat shall conform to all governmental zoning requirements and all side yard and setback requirements imposed by local ordinance.

5. No additions or outbuildings shall be constructed on any lot in the Plat unless the ACC has approved of said construction. No garage may be detached from the main residential building unless the ACC has given it's approval in writing.

6. Construction of all residential buildings shall be completed within six (6) months of approval by the ACC Landscaping (including grading, sodding, and seeding) shall be completed within ninety (90) days of completion of construction, weather permitting. If such construction or landscaping is delayed due to matters beyond the control of lot owner, the time for completion shall be extended by the number of days of delay.

7. Reserves for installation and maintenance of utilities and drainage

facilities are reserved as shown on the preliminary Plat. Within these utility reserves no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of drainage channels in the utility reserves, or which may obstruct the flow of water through the drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swale's which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company shall be the property owners responsibility; and it shall be the responsibility of the property owners to keep the easements, channels, and swale's free of any structure, plantings, and other material which may change the direction of flow, obstructs, or retard the flow of surface water in the channels or swale's whether they be in easements or contained on the individual property owner's lot and to provide continuous maintenance of the improvements in the easements or of the channels or swale's, except for the improvements for which public authority or utility company is responsible.

8. All service lines (wired utilities) such as power lines, telephone, and cable television are to be installs and kept underground.

9. No residential building shall be located on any lot nearer to a street plan than the minimum building set-back of Plat. The sum of the side yards shall be a minimum of ten (10) feet and in any event shall the distance between dwellings be less than twenty (20) feet. No dwelling shall be located nearer than five (5) feet to a side lot line, except for detached buildings or outbuilding. For the purpose of this covenant, eaves, chimneys, bays, steps, and uncovered porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

10. All houses are to face the front of the lot, or in the case of a corner lot, the house may face the street on the other side of the lot. Security lights and light poles will conform to a design in harmony with the subdivision.

11. No above ground tanks, transmitting antennas are to be constructed in this subdivision, with the exception of propane tanks which must be as inconspicuous as possible, looking at the front of the house.

12. All television antennas, internet antennas are to be placed in the attic where feasible to do so, or the same with any necessary lead or guy wires are to be constructed to rear of lots as inconspicuous as possible. Satellite dish antennas should be positioned on the lot in such a manner to be as inconspicuous as possible.

13. No business, trade (with exception of home office; no customers), or church shall be operated on any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighbors or the neighborhood.

14. No structure of a temporary character, including dry van trailers, metal shipping containers, mobile homes, basements, tents, shacks, garages, barns or other outbuildings shall be allowed on any lot at any time; this does not include travel trailers and motor homes.

15. The roofs of all dwellings must be of fire retardant wood shingles, shake shingles, asphalt shingles, fiberglass shingles or metal of an architectural blend and grade with a weight of at least 280# per 100 sq. ft. Roof pitch slope must be at least 7 on 12.

16. The principal exterior of any residential structure shall be at least seventy (70) percent masonry or rock and the remaining thirty (30) percent of the exterior may be of wood, fire retardant shingles or other material which will blend together with the masonry. It is the intention of this restriction to allow panels of materials other than masonry or rock to be used, but in no event shall a continuing wall consisting of twenty (20) percent of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry or rock construction, but it is modified to allow the use of other material to blend with the masonry or rock to eliminate repetition of design. Deviation from the above must be approved in advance by a majority of the property owners.

17. No sign of any kind shall be displayed to the public view on any lot except professional signs of not more than one (1) so. ftp., one sign of not more than five (5) so. ft. advertising the property for sale or rent.

18. No vehicles (land or waterborne) of any size, shape or design, other

than pickup's, sedan's, suv's, vans, and motorcycles are to be parked or stored within seventy five (75) of the front property line permanently (more than 30 days).

19. Any window-type air conditioners installed shall be kept from view from all streets.

20. All trash containers or refuse areas are to be fully screened from view from the streets and from adjoining lots. No trash containers are to be left on the street except on pickup day.

21. All, All-Terrain vehicles (four/three wheelers) will only be operated in the subdivision by individuals consistent with State Laws, County Laws, Licensing Agency Laws, and Subdivision Covenants governing the use and operation of off-road vehicles. All said vehicles of lot owners and owners guests, are to be operated on owners private property only, or on subdivision streets only to transit out/in to/from County Road 1210, and only if this is not restricted by higher State, County laws. Operation, control, and speed of such vehicles are to be maintained so as not to cause undue damage to subdivision streets and private property..

22. Privately owned vacant lots are not to be used by any individual, for any purpose, except for owner to build a residential dwelling. All owners of vacant lots shall keep lots free of all debris, lot mowed regularly to maintain a grass height of four (4) inches or less. Vacant lots to be maintained in a presentable condition at all times. Out of sight - Out of mind is no excuse.

23. The keeping of animals or fowls for breeding or slaughtering for personal use or commercial use shall not be permitted upon any lot. Livestock, farm animals and fowl, including but not limited to horses, cows, goats, sheep, hogs, pigs, donkeys, mules, ostriches, emus, chickens, guinea's, ducks, geese, or any other farm-type livestock, animal, or fowls, or wild animals, shall not be allowed on any lot for any purpose whatsoever. A lot owner may keep domestic pets such as cats or dogs provided that the total number of domestic pets do not exceed five (5) per lot. Any such domestic pets, except for cats, shall be kept indoors or in secure pens or fenced in area which shall be kept cleaned, maintained, and sanitized to prevent noxious orders, in accordance with State of Oklahoma Rules, Regulations, and Ordinances governing the welfare and health of domesticated animals. Cats may be allowed to roam free provided they do not become an annoyance or nuisance to other lot owners. Dogs shall be

maintained in such a manner so as to minimize incessant barking which may become an annoyance or nuisance to other lot owners and the neighborhood in general.

24. Should the owner of any lot, lots, or building site violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct them, or refuse to abide by said restrictions and conditions contained herein after a reasonable notice, then in such event, any owner of any lot or building site in the above described subdivision may institute legal proceedings to enjoin, abate, and/or correct such violation or violations, and the owner of such lot, lots, or building site permitting the violation of such restrictions and/or conditions shall pay all attorney fees, court cost and other necessary expenses incurred by person instituting such legal proceedings to maintain and enforce these restrictions and conditions. Said Attorney fees are to be fixed by the Court. It is further agreed that the amount of said Attorney fees, court cost,, and other expenses allowed and assessed by the court shall be a lien upon the land, as of the date the legal proceedings were originally instituted. Further, said land shall be subject to foreclosure in the same manner as ordinary foreclosure of liens upon real estate under the procedures fixed by statute.

25. 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.

26. Upon a fifteen (15) day notice to all lot owners, these Deed Restrictions may be altered or amended by a vote and approval of fifty (50) percent of lot owners at a scheduled Property Owners Association Meeting.

27. These covenants are to run with the land and be binding upon all parties and all persons claiming under them. Until an instrument signed, voted upon and approved by a ninety (90) percent majority vote of the then owners of the lots to recend all said Deed Restrictions, will not be legally binding until the necessary forms are filed and recorded with the Register of Deeds, Grady County, Oklahoma.

**EXCEPTION:** A Twenty (20) acre(mol) tract of land, being part of the NW Quarter of Section 18, Township 9 North, Range 5 West of the I. M., Grady County, Oklahoma, situated in the central-southern part of Section 18, and in Richwood Trails Subdivision, bordered by the subdivision's East, West, and South boundry lines, consisting of one five (5) acre(mol) tract and one fifteen

(15) acre(mol) tract, and as such is deemed non-platted land by Grady County, Oklahoma and is only subject to the laws of Grady County, hence is not subject to Richwood Trails Property Owners Association Deed Restrictions, By-Laws. and Covenants or any other restrictions known to the Association as of this writing.