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Canadian County, OK

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
EMERALD POINTE PHASE III**

THIS DECLARATION made this 23 day of July, 2007, by EMERALD POINTE, LLC, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" of this Declaration, and desires to create thereon a residential community with a common area for the benefit of said community; and

WHEREAS, the Declaration of Covenants and Restrictions of Emerald Pointe was filed with the County Clerk of Canadian County, Oklahoma, in Book 2648 at Page 70, and refiled in Book 2649 at Page 523, subsequently amended as filed in Book 2942 at Page 396, and in Book 3032 at Page 39, and

WHEREAS, the Declaration of Covenants and Restrictions of Emerald Pointe Phase II, was filed with the County Clerk of Canadian County, Oklahoma, in Book 3080 at Page 80 and refiled in Book 3087 at Page 294, and

WHEREAS, the above Declarations of Covenants and Restrictions of Emerald Pointe and Emerald Pointe Phase III and amendments are incorporated herein by this reference, and

WHEREAS, pursuant to Section 2.2 of the Declaration of Covenants and Restrictions of Emerald Pointe, the Declarant reserved the right to plat additional property which adjoined Emerald Pointe, and to declare such additional property subject to all terms and conditions of the Declaration of Covenants and Restrictions of Emerald Pointe as referred to above, including, but not limited to, membership in the Association, and

WHEREAS, the property described on Exhibit "A" adjoins Emerald Pointe.

NOW, THEREFORE, Declarant declares that it is the owner of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. §851, et seq., into "Lots", "Streets" and "Common Areas" under the name of Emerald Pointe Phase III, and does hereby dedicate to public use all of the utility easements as shown on such recorded plat, for the installation and maintenance of utilities. Declarant further declares that in addition to the easements shown on the recorded plat of Emerald Pointe Phase III, the "Common Area" may be used for drainage and detention of surface water runoff.

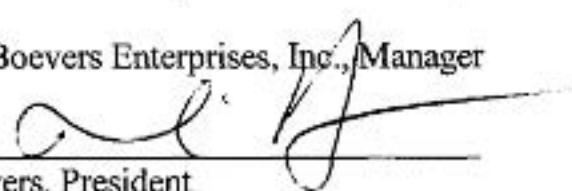
Declarant further declares that Emerald Pointe Phase III shall be subject to all terms and conditions of the Declaration of Covenants and Restrictions of Emerald Pointe, as amended, all as referred to herein, including, but not limited to, membership in the Association.

Attached hereto and made a part hereof is a true and correct copy of the Declaration of Covenants and Restrictions of Emerald Pointe, with all amendments thereto. Emerald Pointe Phase III shall be subject to and governed by all of the terms and conditions of said Declaration of Covenants and Restrictions of Emerald Pointe, as amended, all as if Emerald Pointe Phase III was originally included within and platted with Emerald Pointe.

IN WITNESS WHEREOF, this Declaration is executed by the Declarant as of the day and year first above written.

EMERALD POINTE, LLC

By: Phil Boevers Enterprises, Inc., Manager

By: 
Phil Boevers, President

By: RDS Enterprises, Inc., Manager

By: 
Richard Strubhar, President

STATE OF OKLAHOMA
COUNTY OF CANADIAN

ss.

Before me, a Notary Public, in and for said County and State, on this 23 day of July, 2007, personally appeared Phil Boevers, President of Phil Boevers Enterprises, Inc., as Manager of Emerald Pointe, LLC, an Oklahoma limited liability company, and Richard Strubhar, President of RDS Enterprises, Inc., as Manager of Emerald Pointe, LLC, an Oklahoma limited liability company, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Cindy K Cheatwood
Notary Public 00001566

(SEAL)

My Commission Expires:

1-26-08



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EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FOURTEEN NORTH (T14N), RANGE FIVE WEST OF THE INDIAN MERIDIAN (R5W.I.M.), CANADIAN COUNTY, OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1429.02 FEET SOUTH (S 00°00'27" E) OF THE NORTHWEST CORNER OF SAID SW1/4 SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD POINTE SECTION 1 A SUBDIVISION OF PART OF THE SW1/4, SECTION 35, T14N, R5W.I.M., PIEDMONT, CANADIAN COUNTY, OKLAHOMA, THENCE CONTINUING SOUTH (S 00°00'27" E) ALONG THE WEST BOUNDARY OF SAID SECTION 35 A DISTANCE OF 551.47 FEET, THENCE EAST (N 89°58'10" E) A DISTANCE OF 1556.42 FEET, THENCE NORTH (N 00°01'50" W) A DISTANCE OF 220.00 FEET, THENCE NORTHWESTERLY (N 25°28'24" W) A DISTANCE OF 86.44 FEET, THENCE NORTH (N 00°01'50" W) A DISTANCE OF 220.00 FEET, THENCE WEST (S 89°58'10" W) A DISTANCE OF 60.90 FEET, THENCE NORTHWESTERLY (N 15°20'09" W) A DISTANCE OF 341.64 FEET, THENCE SOUTHWESTERLY (S 57°43'26" W) A DISTANCE OF 112.05 FEET, THENCE NORTHWESTERLY (N 40°08'08" W) A DISTANCE OF 191.85 FEET, THENCE NORTH (N 08°35'11" W) A DISTANCE OF 71.46 FEET, THENCE NORTHWESTERLY (N 42°29'54" W) A DISTANCE OF 251.67 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID EMERALD POINTE SECTION 1, THENCE SOUTHWESTERLY (S 51°30'52" W) ALONG THE SOUTH BOUNDARY OF SAID EMERALD POINTE SECTION 1 A DISTANCE OF 273.60 FEET, THENCE SOUTHWESTERLY (S 68°42'00" W) A DISTANCE OF 300.75 FEET, THENCE SOUTH (S 00°00'27" E) A DISTANCE OF 224.46 FEET, THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 08°37'02", AN ARC LENGTH OF 70.69 FEET, A CHORD DIRECTION OF (S 85°21'05" W) AND A CHORD LENGTH OF 70.62 FEET, THENCE WEST (S 89°39'35" W) A DISTANCE OF 74.62 FEET, THENCE SOUTH (S 00°00'27" E) A DISTANCE OF 60.00 FEET, THENCE SOUTHWESTERLY (S 44°59'16" W) A DISTANCE OF 35.36 FEET, THENCE SOUTH (S 00°00'27" E) A DISTANCE OF 24.84 FEET, THENCE WEST (S 89°39'35" W) A DISTANCE OF 313.00 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 28.7885 ACRES.

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sccm@pioneer.com

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REFILED TO ADD EXHIBIT "A"

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
EMERALD POINTE**

THIS DECLARATION, made this 18 day of November, 2002, by EMERALD POINTE, LLC, hereinafter called "Declarant",

WITNESSETH:

Notar Public
State of Oklahoma
My Comm. Expires

WHEREAS, Declarant is the owner of real property described on Exhibit "A" of this Declaration and desires to create thereon a residential community with a common area for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance of the common areas, and further to provide for development of the community in accordance with a General Plan; and to this end, Declarant desires to subject that real property described on Exhibit "A" platted as Emerald Pointe, to the covenants, restrictions, easements, charges and liens herein set forth, each and all of which are for the benefit of such property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create a property owner's association to which should be delegated and assigned the powers of maintaining and administering the community property, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Emerald Pointe Property Owners Association, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, DECLARANT DECLARES that it is the owner of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. § 851, et seq., into "Lots", "Streets" and "Common Areas" under the name Emerald Pointe (whether in one or more sections, as hereinafter provided) and as to be shown on subsequently recorded plats for subsequent sections, and does hereby dedicate to public use all of the utility easements as shown on such recorded plat, or on the plats to be recorded, for the installation and maintenance of utilities. Declarant further declares that in addition to the easements shown on the aforesaid recorded plat, the "Common Area", may be used for drainage and detention of surface water runoff.



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Filing Fee \$43.00
Documentary Tax \$0.00
State of Oklahoma
County of CANADIAN
Canadian County Clerk
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AND DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, and such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Aerobic Treatment System" shall mean the type of septic system to be installed on each lot.

1.2 "Architectural Committee" shall mean either the Declarant, the Board, or a designated architectural committee of the Board, at the time and for the purposes specified in Section 6.1, below.

1.3 "Articles" shall mean the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.4 "Association" shall mean and refer to the Emerald Pointe Property Owners Association.

1.5 "Board" shall mean the Board of Directors of the Association.

1.6 "Building Limit Lines" shall mean the lines so provided for by Section 7.2.5, hereof.

1.7 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.

1.8 "Common Area" shall mean that area of land so designated on the recorded subdivision plat of Emerald Pointe, and any hereafter recorded subdivision plat covering all or part of The Property, and shall include any island areas within the "streets", the detention area, any area used for drainage of the addition, the improvements at the entrance to the addition, including signs, walls, fences and/or sprinkler system.

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1.9 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one Street.

1.10 "Declarant" shall mean Emerald Pointe, LLC, with its principal place of business in Piedmont, Oklahoma.

1.11 "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Emerald Pointe, including all Exhibits hereto.

1.12 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, outbuildings, tool sheds, kennels, cabanas and greenhouses. Under no circumstance shall temporary or portable structures be allowed.

1.13 "General Plan" shall mean the General Plan of Development for Emerald Pointe as delineated by this Declaration, the recorded subdivision plat and subsequently recorded plats and the Master Plan.

1.14 "Lot" shall mean a tract of land so designated upon any now or hereafter recorded subdivision plat of The Property.

1.15 "Master Plan" shall mean all preliminary plats, final plats, this document, engineering plans and specifications, surveys, this declaration and any amendments or additions hereto, the by-laws of the Association, and any amendments or additions thereto, and any other formal documents relating to the development of The Property.

1.16 "Member" shall mean those persons so defined in Section 3.1 and 3.2, below.

1.17 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.18 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of any obligation.

1.19 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.20 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

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1.21 "Streets" shall mean all Streets shown on any now or hereafter recorded plat of The Property.

1.22 "The Property" shall mean the real property described on Exhibit "A".

1.23 "Unplatted Property" shall mean that portion of The Property for which no plat has been filed or any adjoining property now owned or hereafter acquired by Declarant if Declarant exercises its option pursuant to Article II, Section 2.2 below. Upon filing of a plat for any portion of unplatted property or adjoining property, that portion shall no longer be considered unplatted property.

1.24 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 2.1 Initial Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Piedmont, Canadian County, Oklahoma, and shall be that portion of The Property which is platted as Emerald Points, which property initially subject hereto being herein referred to as "Initial Property".

Section 2.2 Reservation of Right to Include Adjoining Property. The Declarant reserves the right to plat additional adjoining property which is not currently part of Emerald Points. When such additional property is platted, Declarant reserves the right to declare the additional property subject to all terms and conditions of this Declaration of Covenants and Restrictions, including, but not limited to, membership in the Association. Declarant reserves the right to modify any of the provisions hereof for the additional property, or at Declarant's option, to use that additional Property in any manner Declarant might choose, subject only to compliance with the applicable laws and ordinances, rules and regulations of the City of Piedmont.

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ARTICLE III**Membership and Voting Rights in Association**

Section 3.1 **Membership.** Membership in the Association shall be restricted to Lot Owners, and each Lot Owner shall be a Member of the Association. Membership shall become effective on the day an individual or entity becomes a Lot Owner.

Section 3.2 **Effective Date of Membership.** If Declarant exercises its option under Section 2.2 above, each Lot Owner with respect to the additional property shall become a member of the Association. Such membership shall become effective on the day the individual or entity becomes a Lot Owner.

Section 3.3 **Voting Rights.** Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds such interest or interests in a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Provided, a Member who is delinquent in the payment of assessments shall not be entitled to vote.

ARTICLE IV**Property Rights in the Common Area**

Section 4.1 **Members' Easements of Enjoyment.** Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.2 **Title to Common Area.** The Declarant may retain the legal title to the Common Area or any part thereof until such time as, in the opinion of the Declarant, the Association is able to maintain the same; notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that Declarant shall convey to the Association all of the Common Area within each section within the platted property of each section, free and clear of all liens and encumbrances, not later than such time as more than eighty percent (80%) of the Lots, within that section, excluding the Common Area, are occupied as a home. Provided, after conveyance of the Common Area to Association, Declarant reserves the right to enter upon same for the purpose of performing such maintenance and/or modification as Declarant determines necessary.

Section 4.3 **Limitations Upon Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

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4.3.1 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules; and,

4.3.2 The right of the Declarant, so long as it holds legal title thereto, or the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Area, provided that the proposed design and location of each such drainage and underground facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

4.3.3 The right of the Association to dedicate or convey all or any part of the Common Area, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.3.2, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE V

Covenant for Assessment

Section 5.1 Creation of the Lien and Personal Obligation of Assessments

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.1.2, below, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal

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obligation of the person who was the Owner of such property at the time the assessment became due.

5.1.2 Assessments shall be payable by a Lot owner within the Property, at such time such Lot is transferred to someone other than the Declarant. Provided further, at no time shall Declarant be responsible for the payment of any assessment for any Lot or unplatted property within the existing property. Assessments shall be payable January 1 of each year for the next ensuing calendar year. Assessment shall be prorated for the year of ownership.

5.1.3 Upon assessments becoming payable pursuant to the previous paragraph, the Association or Declarant shall give notice to the Lot owner thereof, and such assessment shall be paid within 30 days of receipt of said notice, with such payment to be prorated to the end of that annual assessment period.

Section 5.2 Purpose of Assessments

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Property and in particular for the improvement, maintenance, repair and operation of the Common Area and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Area and facilities and for the cost of labor, equipment, materials, management and supervision thereof.

5.2.2 Only the Declarant, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common area to which the Declarant still holds legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$400.00 per Lot. The annual maintenance assessment may be increased by a vote of the Board as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount. Declarant shall not be assessed any annual or special assessment whatsoever.

Section 5.4 Special Assessments for Capital Improvements and Maintenance. In addition to the annual maintenance and assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or maintenance provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6.

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Section 5.5. Change in Basis and Annual Assessments. The Board may change the annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, at any time at a meeting duly called for this purpose, written notice of which shall be sent to all Members and Board of Directors at least ten (10) days in advance and which shall set forth the purpose of the meeting. Any charge shall be effective and due on the first day of the next succeeding month and shall be prorated for the remainder of that calendar year.

Section 5.6. Quorum for Any Action Authorized Under Section 5.4 and 5.5. The presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum.

Section 5.7. Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

5.8.1. If any assessment is not paid on or before the due date, then such assessment shall be delinquent and until paid shall be a lien on the Lot. The personal obligation of the Lot Owner to pay such assessment shall continue for the statutory period, and shall not pass to the successor in title unless expressly assumed by the successor.

5.8.2. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at 18% per annum. The Association may bring legal action against all Lot Owners personally obligated to pay the same and/or an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 5.9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 5.10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

1. All property acquired by a governmental agency for public use, provided that so long as a Lot may be used for residential purposes which comply

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with the minimum building requirements of this Declaration, such Lot shall receive no exemption from said assessments, charges and liens.

2. All Common Area.
3. All property retained by Declarant.

ARTICLE VI

Architectural Control

Section 6.1 Review. No building, fence, mailbox, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Property, including the Common Area, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented, or any alteration to the creek as shown on the plat as the same crosses any portion of any platted lot, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant owns any interest in The Property or (b) thereafter, the Board, or a committee composed of three (3) or more representatives approved by the Board, shall become the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 6.2 Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

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2649 532**ARTICLE VII****Land Classification, Permitted Uses and Restrictions**

Section 7.1 Land Classification. All Lots in Section I are hereby classified as detached single family dwelling lots. With the exception of the Declarant's office, if any no gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereto, and to the Rules.

Section 7.2 Building Restrictions

7.2.1 Minimum Residence Size for Emerald Pointe. The minimum residence, exclusive of basement, open porches, attached carport, attached garages, overhangs and detached structures to be built on any Lot shall be 1,800 square feet.

7.2.2 Maximum Height. No building shall exceed 35 feet in height.

7.2.3 Materials. Each Detached Structure, including mail boxes, and except greenhouses, shall be constructed of the same materials of the residence to which it is appurtenant. Provided, steel outbuildings may be allowed by approval of the Architectural Committee subject to the review process of 6.1 above.

7.2.4 Garages. Garages or carports must be at least two cars wide and must be constructed within all building limit lines.

7.2.5 Building Limit Lines. All building limit lines shall comply with the applicable ordinances of the City of Piedmont, Oklahoma.

7.2.6 Signs, Billboards, and Detached Structures.

7.2.6.1 No signs or billboards will be permitted on the Common Area (except signs of identity approved by the Architectural Committee), or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

7.2.6.2 Detached structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for greenhouses, does not correspond in style with architecture to the residence to which it is appurtenant, or (b) is more than one story in height.

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Provided, steel outbuildings may be allowed by approval of the Architectural Committee subject to the review process of 6.1 above.

7.2.6.3 The design and materials used in all mailboxes, to be located near the curb of each Lot, shall be approved by the Architectural Committee prior to construction, in accordance with Section 6.1. The Declarant shall furnish uniform street number blocks for each mailbox. Mailboxes shall be constructed to be in conformity with existing structures. In the event the United States Postal Service requires all mailboxes be located on only one side of any street, each Lot Owner shall permit one additional mailbox to be located upon their respective Lot.

7.2.7 Grading/Excavation No building or other structure or activity whatsoever shall be constructed, maintained or conducted upon any Lot which would in any way impede natural drainage or any drainage system installed or constructed by Declarant. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with or encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of the same to such Owner. Each Owner shall maintain all natural and developed drainage on and across their Lot.

7.2.8 Moving Existing Buildings Onto a Lot Prohibited No existing, erected house, detached structure or mobile home may be moved onto any Lot from another location or otherwise.

7.2.9 Commencement and Completion of Construction

7.2.9.1 Commencement of Construction Construction of the principal dwelling on each Lot must be commenced within 12 months of the date of conveyance of each such Lot to the first purchaser of same. In the event a Lot Owner fails to comply with this provision as to the commencement of construction, an option shall automatically arise in favor of the Declarant to repurchase the Lot from the then Owner at the same price as originally paid by the first purchaser to Declarant. The Architectural Committee may grant a variance constituting an extension of this maximum period within which construction must commence in accordance with the provisions of Section 7.2.10 hereof. For purposes of this paragraph, construction shall be deemed to be commenced upon pouring or emplacement of the foundation of the principal dwelling.

7.2.9.2 Completion of Construction Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than 60 days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Declarant (unless

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the Declarant is no longer an Owner of any property within The Property, and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. Whether the completion of such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be imposed against the subject Lot in the same manner as if such lien arose by reason of delinquent assessments, and such costs shall constitute a personal obligation of the record owner of said Lot at the time such completion expenditures are made.

7.2.10 Fences. Fences must be constructed of white, PVC pipe, wood or wrought iron. No barbed wire or chain-link fences are permitted. Provided, the material to be used in any fence must be approved by the Architectural Committee in accordance with Article VI. The Architectural Committee shall have the right to amend or modify this provision from time to time as the Committee deems appropriate.

7.2.11 Utilities. The Owner of each Lot shall provide the required facilities to receive electric service, water, cable, natural gas and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishings of such services through or from overhead wiring facilities so long as underground distribution systems are available.

7.2.12 Variances. As to any Lot, the limitations and restrictions of 7.2.2 through 7.2.10, inclusive, may be waived or modified by the Architectural Committee, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.2.13 Aerobic Treatment System. Each Owner shall install and maintain an Aerobic Treatment System for the purpose of handling sewage and wastewater generated from each Lot. Each Owner shall be required to have the system maintained by a person licensed for maintenance of septic systems by the Department of Environmental Quality for the State of Oklahoma pursuant to applicable statutes as may from time to time govern maintenance and/or cleaning of septic systems.

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BOOK PAGE
2648 082BOOK PAGE
2649 535**ARTICLE VIII****General Restrictions**

Section 8.1 Use of Lots. Each Lot in Section 1, with the exception of the Common Area, shall be used exclusively for single family residential purposes. No business, trade or other such activity shall be permitted within The Property. Notwithstanding anything contained within this Declaration to the contrary, the Declarant shall be permitted to maintain and operate within The Property a sales office and/or a construction office, provided, this exemption in favor of Declarant shall terminate at such time as Declarant no longer owns any property within The Property. Also notwithstanding anything contained within this Declaration to the contrary, the Association may maintain such offices or other facilities as are necessary for the conduct of the Association's business and the upkeep and maintenance of Common Areas.

Section 8.2 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets or yard pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 8.2 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 8.3 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the street and the property line.

Section 8.4 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessment.

Section 8.5 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

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2648 536

2648 083

Section 8.7 Drilling. No drilling or puncturing of the surface for oil, gas, other hydrocarbons, water or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

Section 8.8 Boats and Trailers; Temporary Residences. Boats, travel trailers, recreational vehicles, mobile homes, camping trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the Streets and not "Visible from Neighboring Property". Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No outbuildings on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

Section 8.9 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee. Provided, if, in the opinion of the Architectural Committee, any Lot is not maintained pursuant to the provisions hereof, the Committee may cause said Lot be so maintained, and may charge the Lot owner thereof with the cost of such maintenance, which cost shall become a lien against said Lot the same as the assessment lien provided for in Section 5.10 hereof.

Section 8.10 Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.11 Garbage, Trash Containers and Collections. All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

Section 8.12 Clothes Drying Facilities. No outside clothes drying or airing facility shall be visible from neighboring property.

Section 8.13 Antennae and Satellite Dishes. Television antennae, other antennae and television satellite dishes are permitted; provided, no antennae of any kind may project more than ten(10) feet above the highest level of the roof of the residence, and no satellite dishes may be placed outside of the building lines provided for herein, and shall not be "Visible From Neighboring Property" without the consent of the owner of the neighboring property.

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Section 8.14 Prohibition of Splitting or Subdivision of Lots. No Lot shall be subdivided, divided, or split, without the approval of the Architectural Committee. Two or more lots may not be combined for construction of a single residence without the approval of the Architectural Committee.

Section 8.15 Inoperable Vehicles: No inoperable vehicles shall remain on any Lot or the street within the addition for more than 24 hours, unless wholly contained within a garage or other structure suitable for parking of such vehicle.

Section 8.16 Parking: All vehicles shall be parked at all times on hard surface drives or parking, and in no event shall any vehicle be parked or driven on or over any yards or other non-surfaced area. The determination of what constitutes a hard surfaced drive, parking or area, shall be made by the Architectural Committee, unless otherwise determined, shall consist of concrete, asphalt or comparable material.

ARTICLE IX

General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date the Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Owner against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; provided, that failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs.

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Section 9.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

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ARTICLE X

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant as of the day and year first above written.

EMERALD POINTE, L.L.C.

By: Paul B. Manager

STATE OF OKLAHOMA

COUNTY OF CANADIAN

Acknowledged before me this 18th day of Dec, 2002, by
Paul Bowers, Manager



[Signature]
Notary Public

My Commission Expires:

02/06/05
Comm # 01002174

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Not Official

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2649 539

EXHIBIT "A"



Doc 12002031224
#2649
#523-539
DATE 11/26/02 15:58:57
Filing Fee \$45.00
Documentary Tax \$0.00
State of Oklahoma
County of CANADIAN
Canadian County Clerk
NORM HESLER

State Auditor

S.E. P.K. Baker

Clerk

LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Five (35), Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southwest Quarter (SW/4) of Section 35, Township 14 North, Range Five 5 West I.M.;
Thence North 0°00'34" East along the West line of said Southwest Quarter (SW/4) a distance of 1670.40 feet to the Point of Beginning;
Thence from said POINT OF BEGINNING continuing North 0°00'34" East along said West line a distance of 1429.02 feet to the Northwest Corner of said Southwest Quarter (SW/4);
Thence North 89°40'36" East along the North line of said Southwest Quarter (SW/4) a distance of 602.30 feet;
Thence South 7°04'29" East a distance of 284.54 feet;
Thence around a curve to the left with a central angle of 0°36'35", a radius of 370.00 feet and a chord of 3.94 feet which bears South 82°37'13" West; thence along the arc of said curve a distance of 3.94 feet;
Thence South 7°41'04" East a distance of 148.17 feet;
Thence North 89°40'36" East a distance of 317.45 feet;
Thence South 42°48'16" East a distance of 304.80 feet;
Thence South 51°31'53" West a distance of 529.71 feet;
Thence South 68°43'01" West a distance of 300.75 feet;
Thence South 0°00'34" West a distance of 224.46 feet;
Thence around a curve to the right with a central angle of 8°37'01", a radius of 470.00 feet and a chord of 70.62 feet which bears South 85°22'06" West; thence along the arc of said curve a distance of 70.62 feet;
Thence South 89°40'36" West a distance of 74.62 feet;
Thence South 0°00'34" West a distance of 60.00 feet;
Thence South 45°00'18" West a distance of 35.36 feet;
Thence South 0°00'34" West a distance of 24.84 feet;
Thence South 89°40'36" West a distance of 313.00 feet to the Point of Beginning;

Said Tract contains 1,036,664 Square Feet or 23.8031 Acres, more or less.

RECORDERS REMOVAL/RECORDS
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADVERTENTLY
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
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6447-01
emeraldpointe



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Doc # 1200300194
#2674
#865-865
DATE 01/13/03 16:21:15
Filing Fee \$12.00
Docimentary Tax \$0.00
State of Oklahoma
County of Canadian
Canadian County Clerk
PHILIP BLAIR

8.00
2

**AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF EMERALD POINTE**

THIS AMENDMENT made this 14 day of January, 2003, by EMERALD POINTE, LLC, hereinafter called "Declarant"

Declarant filed the Declaration of Covenants and Restrictions of Emerald Pointe, an addition to the City of Piedmont, Canadian County, Oklahoma, in Book 2648 at Page 70, and refiled in Book 2649 at Page 523, which are incorporated into this Amendment by this reference.

Declarant is the sole owner of all lots within Emerald Pointe, and desires to amend such Covenants, specifically Section 7.2.10 to read as follows:

7.2.10 Fences. Fences must be constructed of white, PVC pipe, wood or wrought iron. No barb wire fences are permitted. Provided, the material to be used in any fence must be approved by the Architectural Committee in accordance with Article VI. The Architectural Committee shall have the right to amend or modify this provision from time to time as the Committee deems appropriate.

Except as amended by this document, the original Declaration of Covenants and Restrictions of Emerald Pointe remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

EMERALD POINTE

By: [Signature]

Not in use

SA P.N. Index

Marginal

STATE OF OKLAHOMA

COUNTY OF CANADIAN

ss.

Acknowledged before me this 14 day of JANUARY, 2003, by

PHIL BOEYERS

My Commission Expires
12/15/06



[Signature]
HERMAN A. CLIFTON
Notary Public

02230

Not Official

Not Official

BOOK PAGE
2942 396

2

JAB/m
7/2/04
6447-01
www.emeraldpointe.com

Return to: BASS LAW FIRM
P.O. Box 157
El Reno, OK 73038

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
EMERALD POINTE**

THIS AMENDMENT made this 12 day of July, 2004, by EMERALD POINTE, LLC, hereinafter called "Declarant".

WITNESSETH

WHEREAS, the Declaration of Covenants and Restrictions of Emerald Pointe was filed with the County Clerk of Canadian County, Oklahoma, in Book 2648 at Page 70, and refiled in Book 2649 at Page 523, and

WHEREAS, the undersigned as Declarant continues to act as the Architectural Committee under Section 6.1 of said Declaration of Covenants and Restrictions of Emerald Pointe, and

WHEREAS, the Architectural Committee has decided to amend and modify the provision for Fences as contained in Section 7.2.1 of the Declaration of Covenants and Restrictions of Emerald Pointe.

NOW, THEREFORE, DECLARANT as the Architectural Committee hereby amends Section 7.2.10 of the Declaration of Covenants and Restrictions of Emerald Pointe in its entirety to read as follows:

7.2.10 Fences. Fences must be constructed of white PVC pipe, wood or wrought iron. No barb wire or chain link fences are permitted, except as provided herein. Chain link fences may be permitted by the Architectural Committee on the rear yard lot line and on the side yard lot lines, but not extending any closer to the front lot line than the front of any residential structure on that lot. The Architectural Committee shall have the right to amend or modify this provision from time to time as the Committee deems appropriate.

Name Index _____
S.S. PM Index _____
Margin _____

Except as amended herein, the Declaration of Covenants and Restrictions of Emerald Pointe shall remain in full force and effect.

DECLARANT AND
ARCHITECTURAL COMMITTEE

EMERALD POINTE, LLC

By: 
Phil Boevers, Manager

Not Official

Not Official

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2942 397

STATE OF OKLAHOMA
COUNTY OF Canadian ss.

Before me, a Notary Public in and for said County and State, on this 12 day of July, 2004, personally appeared Phil Beavers, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

*Manager of Emerald Pointe, LLC.

Given under my hand and seal the day and year last above written.

Cindy K. Chastwood
Notary Public up 00001566



Not Official



Doc # 2004019187
2942
396-397
DATE 07/14/04 13:33:00
Filing Fee \$15.00
Secondary Tax \$0.00
State of Oklahoma
County of CANADIAN
CANADIAN County Clerk
PHILIP BLAIR

Filed: 02-28-2005 10:48:45 AM

Doc Number: R 2005 4234

Book: RB 3032 Page:39

JAB/m
2/21/05
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Doc#: R 2005 4234
Bk&Pg: RB 3032 39-40
Filed: 02-28-2005 IMV
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Canadian County, OK

(21)

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF EMERALD POINTE**

THIS AMENDMENT made this 23 day of February, 2005, by EMERALD POINTE, LLC, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of Emerald Pointe was filed with the County Clerk of Canadian County, Oklahoma, in Book 2648 at Page 70, and refiled in Book 2649 at Page 523, and

WHEREAS, the Amendment to Declaration of Covenants and Restrictions of Emerald Pointe was filed with the County Clerk of Canadian County, Oklahoma, in Book 2942 at Page 396, and

WHEREAS, the undersigned as Declarant continues to act as the Architectural Committee under Section 6.1 of said Declaration of Covenants and Restrictions of Emerald Pointe, and

WHEREAS, the Architectural Committee has decided to amend and modify the provision for Fences as contained in Section 7.2.10 of the Declaration of Covenants and Restrictions of Emerald Pointe.

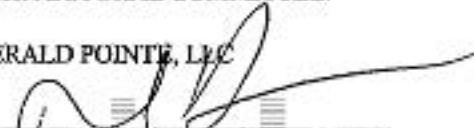
NOW, THEREFORE, DECLARANT as the Architectural Committee hereby amends Section 7.2.10 of the Declaration of Covenants and Restrictions of Emerald Pointe in its entirety to read as follows:

7.2.10 Fences. Fences must be constructed of white, PVC pipe, wood or wrought iron. No barb wire or chain link fences are permitted. Provided, the material to be used in any fence must be approved by the Architectural Committee in accordance with Article VI. The Architectural Committee shall have the right to amend or modify this provision from time to time as the Committee deems appropriate.

Except as amended herein, the Declaration of Covenants and Restrictions of Emerald Pointe shall remain in full force and effect.

DECLARANT AND
ARCHITECTURAL COMMITTEE:

EMERALD POINTE, LLC

By: 
Phil Boevers, Manager

Bass Law Firm Box 157 Sel Reno, OK 73036

Not Official

Book: RB 3032 Page: 40

STATE OF OKLAHOMA

COUNTY OF CANADIAN

ss.

Before me, a Notary Public in and for said County and State, on this 23 day of February, 2005, personally appeared Phil Boevers, Manager of Emerald Point, L.L.C., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Cindy K. Cheatum
Notary Public 00001566



Not Official

Not Official

Not Official