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Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC3-239A

FINAL PLAT OF
FLINT HILLS PHASE 1
AN ADDITION OF THE SE/4
OF SECTION 34, T19N, R15E, OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA
SHEET 2 OF 2

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

SECTION I

i. UTILITY EASEMENTS

The undersigned owner further dedicates to the Public for use forever, easements and street rights-of way as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating repairing, removing and replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, cable television, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-ways for the uses and purposes aforesaid, together with similar rights in any and all of the streets shown on the plat. Each owner shall promptly and properly comply with all federal, state, county, or local laws, statutes, ordinances, rules, and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.

ii. ELECTRIC SERVICE, TELEPHONE, AND CABLE TELEVISION SERVICE

In connection with the installation of underground electric, telephone, cable television services all of the lots are subject to the following:

1. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition. All supply lines may also be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages may be also located in such easement ways.

2. Underground service cables to all houses which may be located on all lots in said Addition, may be run from the nearest service pedestal. All supply lines may also be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages may be also located in such easement ways.

3. Underground service cables to all houses which may be located on all lots in said Addition or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such service cable to a particular house, the supplier of electric service and of cable television service shall thereafter be deemed to have definitive permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.

4. The supplier of electric, telephone and cable television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown the finish plat, or provided for in this dedication for the purposes of installing, removing, or replacing any portion of said underground electric facilities or cable television so installed by it.

5. The owner shall be responsible for the protection of the underground service facilities located on his property and shall prevent the alteration of grade or any construction activity, which may interfere with said electric facilities. The company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such Facilities caused or necessitated by acts of the owner or its agents or contractors.

6. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of electric, telephone and cable television service and the owner of each lot agrees to be bound thereby.

iii.GAS SERVICE

1. The supplier of gas service shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of gas facilities installed by the supplier of gas service.

2. The owner of each tract shall be responsible for the protection of the underground gas facilities located on his tract, the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be prohibited. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the tract or his agent or contractors.

3. ONG's easements recorded in Book 822, Page 647 remain in full force and effect. ONG's easement pre-date the right of way dedication in this plat and may prohibit or limit certain uses of ONG's right of way including paving, other utility lines, and permanant structures without ONG's prior written consent.

4. The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the owner of each tract agrees to be bound hereby.

SECTION II

WATER, OVERLAND DRAINAGEWAY, WALL FENCE AND SIGN EASEMENT

A. WATER

1. All Water Lines shall be placed in a waterline easement dedicated exclusively to Wagoner County Water, Sewer, Solid Waste No. 4. (WCRWSSW#4)

2. The owner of each lot shall be responsible for the protection of the public water mains located on his tract.

3. Within utility easements depicted on the attached plat the alteration of grade in the excess of three (3) feet from the contours existing upon completion of a public water main or any construction activity which may interfere with a public water main shall be prohibited.

4. That WCRWSSW#4, or its successors shall be responsible for ordinary maintenance of public water mains, but the owner of the tract shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. That WCRWSSW#4, or its successors, shall at all times have the right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purposes of installing, maintaining, removing, or replacing any portion of the water facilities owned by it.

6. The owner of each tract shall be responsible for their meter hook-up, water and membership fee charged at that time by WCRWSSW#4.

7. Where waterlines fall within a utility easement, that portion of the utility easement is for the use of WCRWSSW#4, Oklahoma, or its successors. The easements dedicated herein for purpose of providing potable water are dedicated exclusively to WCRWSSW#4. Providers of utilities other than potable water may use said easements.

8. The foregoing covenants set forth in this paragraph C shall be enforceable by WCRWSSW#4, Oklahoma, or its successors, and the owner of each lot agrees to be bound hereby.

B. AEROBIC TANKS

1. Within this subdivision, sewage is initially intended to be disposed of by individual aerobic tank disposal systems which are subject to regulation by the Wagoner County Office of the Oklahoma DEQ

2. The approval and release of the plat of this subdivision does not constitute a guaranty or warranty that each aerobic tank system will function properly

3. No aerobic system shall be installed within any lot until the plans therefore have been submitted to and approved by the Wagoner County Office of the Oklahoma DEQ and a permit duly issued. The aerobic system shall be installed and maintained in accordance with the approved plans.

4. The plans of each aerobic system to be submitted to the Wagoner County Office of the Oklahoma DEQ shall include a sewer service line located and designed to permit effective connection to future public sanitary sewer extensions to the lot.

5. Subsequent to installation of the aerobic system, no drive, paving, swimming pool, or building shall be constructed over the area of the lot containing the aerobic system lateral lines.

6. In the event Rural Water District #4 Wagoner County shall extend the collection lines of a public sanitary sewage system to each lot of the subdivision, then each lot owner, whether or not his aerobic system is properly functioning may, at his own cost connect to the public sanitary sewage system

C. OVERLAND DRAINAGEWAY

1. In connection with the provisions for overland drainage, retention, storage, and storm sewer, this property is subject to the following overland drainage and storm sewer easement:

2. The area designated on the accompanying plat as overland drainage and storm sewer easement is hereby established by grant of the owners as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, retention and storage, and discharge of stormwater runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainage way areas should be in accordance with the following standards prescribed by the Planning Commission of the County of Wagoner:

a) Banks and side slopes shall be maintained in their present condition.
b) Grades and slopes of banks shall not be altered in any way.
c) Grass areas shall be mowed (in season) at regular intervals.
d) Concrete appurtenance shall be maintained in good condition and replaced if damaged.
e) Areas within easements shall be kept free of debris.

3. Said restrictive, drainage way area and facilities shall be maintained by the lot owners of this subdivision at their cost in accordance with standards prescribed by the Storm Water Management Department of the Planning Commission of the County of Wagoner. In the event said lot owners should fail to adequately and properly maintain said drainage way area and facilities the Planning Commission of the County of Wagoner or its designated contractor shall be paid by said lot owners proportionately on the basis of ownership. No fence, wall, planting, building, or other obstruction may be placed or maintained in such restrictive drainage way areas.

D. SIGN EASEMENT

1. An entrance Wall (Gate) and/or signs indicating the name FLINT HILLS may be located where deemed necessary by the Developer.

SECTION III

Flint Hill RESTRICTIONS

For the purpose of providing an orderly development of the Subdivision, and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision. These covenants shall run with the land and shall be binding on all persons claiming under them, for a period perpetually, unless an instrument, signed by a majority of the lot owners agreeing to change of such covenants, in whole or in part, is placed on record. These covenants are enforceable by any person or persons owning lots in the Subdivision, by appropriate action at law or equity to restrain violations. Invalidation of any one of these covenants shall in no way affect the validity of the other provisions herein contained.

1. All Owners of a lot in Flint Hills shall be members of the Flint Hills Homeowners Association and shall be subject to the provisions of this document. Members of the Flint Hills Homeowners Association shall pay dues of $250 per year, assessed and due in December of each year to maintain and support common areas of interest to the membership, including street lights, mowing of entryways, and any other expenses incurred for the common areas of the subdivision. Assessments shall be billed to the lot owner by the Building Committee or its assignee. Failure to pay dues shall result in a lien against the property. The cost of obtaining a lien shall be paid by the lot owner. The amount of the annual fee may be increased once per year at the discretion of the Building Committee or by a majority vote of the members of Flint Hills Homeowners Association. Any annual increase shall not exceed 15%.

2. A Building Committee is hereby formed and shall approve all plans and location for any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Building Committee is composed of the members of Flint Hills LLC, its assigns or successors. No building shall be erected, placed or altered on any lot in Flint Hills until the floor plan, exterior elevation and material thereof, and plot plan, which plot plan shows the location and facing of such building, all of which have been drawn by a professional architect or home designer, and have been approved in writing by the Building Committee. In the event the Building Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within thirty (30) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Building Committee's purpose is to promote good design and compatibility within the subdivision and in it's 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 areas. The Building Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction. The Building Committee or its assigns shall have the right to change or alter any or all of the covenants herein listed. The Building Committee shall exist until such time as the subdivision is sold out, at which time the responsibility will be taken over by the HomeOwners Association

3. All lots of Flint Hills shall be for single-family residential use only. No building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling with a private garage providing space for a minimum of two (2) and a maximum of five (5) automobiles and shall be provided on each lot. Garages shall be enclosed. Carports are not permitted, however, porte-cocheres are acceptable. Detached garages shall conform to the architectural style of the residence, and the Building Committee must approve the plans. No garage located on any lot within the addition shall ever be converted to any other use than for housing automobiles, boats, or other vehicles unless a new garage is built in accordance with previously mentioned garage requirements,unless approved in writing by the Building Committee. Single family residence construction must be completed within one year from start of construction. Residence must be completed before taking occupancy. All lots shall be landscaped within 90 days after final inspection.

4. The exterior of all structures shall be constructed of siding, stone, brick, stucco, or combination thereof. Roofs with minimum composition architectural grade shingles , black or weatherwood in color, shall be used on all residences, or, standing seam metal roofing material may be used in combination, or entirety. All roofing material and colors must be approved by the Building Committee, and the Building Committee may approve other roof materials. Residences shall have a roof pitch of at least 9/12. Porches or covered patios may have a 3/12 pitch. A roof pitch of less than 3/12 is not permitted. Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted. Concrete stem walls shall be covered with brick, natural stone, or stucco. All driveways, approaches, parking areas and building slabs shall be constructed from concrete.

5. Outbuildings (detached buildings) or other permanent structures shall not be built without prior written approval from the Building Committee. No outbuilding may be used to reside in. Colored metal clad, post frame or metal frame buildings, not to exceed 16' side walls, and 2400 sq.ft. are allowed. Any detached building must be inside the established setbacks detailed on the recorded plat and within these restrictions.

6. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out buildings or previously used structure may be used on any tract as a residence, either temporarily or permanently. No mobile home, new or used, no prefab or modular home shall be moved onto property at any time. No storage or portable building shall be used as a residence and no pre-existing or off-site built residence may be moved onto any lot.

7. No building, residence, fence, retaining wall or any other type of improvement, shall be started on any lot until the plans and specifications, plot plan or any other plans or information necessary to determine the ultimate improvement or facility plans for any lot shall have been submitted in writing to and approved in writing by the Building Committee to take into consideration the suitability of the proposed improvements to the site and consider the harmony thereof with surroundings and the effect of the planned improvements on the outlook for the adjacent or neighboring lots.

8. No lot therein contained may be subdivided, split, altered or changed in any way.

9. Each lot shall receive and drain in an unobstructed manner storm and surface waters from lots and drainage areas of higher elevations and from public streets and easements.

10. No residential structure shall be erected on any lot with less than 2,000 square feet of living space, exclusive of car garage, porte-cochere and porches. One and one-half or two story dwellings will not have less than 1,700 square feet ground floor area.

11. No residential structure shall be erected or maintained nearer to the front or side street lines than the building set back lines. No side yard building line should be less than 10 feet on each side of a house, except as restricted by easements and building lines and approved by the Building Committee

12. No outside storage of building materials, old cars, junk or other salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to construction.

13. No trade, business or other noxious or offensive activity shall be permitted nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

14. No lot shall be permitted to become in an unsightly or in a "Junk" condition, nor shall any junk or trash be allowed to accumulate thereon. Weekly trash pick-up must be provided by the owner through service of a trash collection company. No vehicles are to be parked, or stored on grass areas.

15. No animals or fowls shall be kept or permitted to remain upon any tract in the addition except domestic and household pets, provided any such pets are not kept, bred or maintained for any commercial purpose.

16. No boats, trailers, campers (mobile or otherwise) or like recreational equipment shall be stored on any lot unless enclosed in a garage or shop. Recreational vehicles may be parked on private driveways not longer than a period of seventy-two (72) hours.

17. No inoperative vehicles or machinery shall be stored or parked on any lot and each lot shall be kept free from weeds, brush, and high grass, and trash and rubbish shall not be permitted to accumulate upon any lot.

18. No advertising sign or structure shall be erected, placed or maintained on any lot, except professional signs advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction or sales period of any dwelling structure. Such signs must be on private property.

19. These tracts shall not be used or maintained as a dumping ground for rubbish, trash garbage or other waste. All waste shall be kept in sanitary containers and all other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition out of view from the street. Burning of trash and other materials are prohibited.

20. No trash receptacles are to be visible from any street of any residence unless during the day of pick up.

21. No exposed clothes line poles or other outdoor drying apparatus, unless screened, will be permitted on any lot.

22. So long as a rural type mailbox is in use in FLINT HILLS by the United State Postal Service, all mailboxes in FLINT HILLS shall be made of brick or stone to conform to the house. The mailbox shall be positioned two (2) feet from the edge of the pavement.

23. Fences, whether ornamental or otherwise, shall not be erected more than 72 inches in height. Wood rail type, wood post with black chain link fencing, and privacy fencing will be allowed for all lot perimeters. No barbed wire fencing or galvanized chain link fencing shall be allowed. All fence designs must be approved by the Building Committee. No fence will be built forward of the center between the front and rear of the dwelling structure. No fence will be built that impedes the flow of water across the lot or adjacent lots. Ornamental fences of no more than three (3) feet in height, compatible with the architecture of the residence, may be built forward of the building line shown on the plat with written approval of the Building Committee.

24. No building shall be constructed on any lot in this addition which exceeds a height of more than two stories except as approved by the Building Committee

25. All television antennas, radio antennas, and solar panels shall be contained to the backyard and sufficient privacy to shield its view from adjacent lot owners.

26. The required front building setback shall be thirty five feet per filed plat.

27. Semi-trailers and semi- trailer trucks shall not be allowed to be parked on or repaired in front of property, street or in front of building lines. Any heavy equipment or equipment hauled on trailers shall be kept out of site

28. No swine, livestock, poultry or fowl. Ostriches, emus, exotic animals or other commercial animal operations shall not be permitted to be raised, bred or kept on this property except for dogs, cats and other household pets are approved, as long as they are not kept or maintained for commercial purposes. No more than four total pets per tract are allowed. Animals must be fenced in or kept on leash.

29. No business activities shall be conducted on any tract, other than an in- home business, so long as the existence or operation of the business is not apparent or detectable by sight or sound or smell from the outside the tract. Further, any such business shall only be allowed with the written consent of the Building Committee. No sign indicating such business shall be placed on said tract. The business activity may not involve regular visitation of the tract by clients and the business activity must be consistent with the residential character of the area. The business must not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of the other residents of the tracts. The Terms "business" and "trade" in this provision shall be construed to have ordinary, generally accepted meaning.

30. No discharge of firearms within the limits of FLINT HILLS shall be permitted.

31. The Building Committee has the right to clean up an "unsightly" yard at the property owner's expense. If the expense of the clean up is not paid by the property owner in thirty (30) days, the Building Committee has the right to put a lien on the property.

SECTION IV.

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

Restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the (SEAL) covenants or to recover damages for such violations.

Violations. Any lot owner who fails to correct any violation of the covenants contained herein, upon written notice of such violation, shall forfeit the membership voting rights associated with that lot and shall be subject to ongoing fines as hereafter discussed, until such time as the specified violation is corrected or resolved and any fines have been paid.

Fines. Without limiting the Association's remedies as set forth in the restrictions and covenants, or as allowed by law, violations of the restrictions and covenants may be addressed in accordance with the following procedures.

A. Enforcement Procedures

1. Reports of alleged violations must be submitted in writing to the Board, including pictures if relevant.

2. Within a reasonable time after the discovery of the alleged violation, the Owner against whom the fine will be imposed shall be provided with:

a. written notice specifying in detail the alleged violation, the proposed action to cure the alleged violation, and the amount of the fine if the violation is not cured within a specified time frame;

b. a clear and detailed photograph of the alleged violation, if the alleged violation relates to the physical condition of the property or the grounds of the property or an act or a failure to act of which it is possible to obtain a photograph; and

c. a reasonable opportunity to cure the alleged violation or to contest the alleged violation to the Board.

3. If the Board renders a decision on a violation and/or fine, the decision may be appealed to the Association by the Owner to be fined. The appeal to the Association must be made in writing and must set forth the reasons the Owner believes the Board's decision should be changed. All written appeals must be received by the Board within ten (10) days of the Board's decision, or, if the Owner was not present when the decision was made, the date the Board's decision is mailed to the Owner. The Association will review a timely appeal at the next regularly scheduled Association meeting so long as the appeal can be timely included on the Agenda for that meeting. Interest of 8% per annum will be charged on unpaid fines, but no interest will accrue during any appeal process.

4. A fine may not be imposed for a violation that is the subject of a construction penalty.

B. Fine Schedule and Remedies

1. Violations of the restrictions and covenants in Section III herein will be subject to the fines set forth below.

a. Health, Safety or Welfare Violations. If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the Owner or residents of the community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the Board in accordance with the Restrictions and covenants and will be at least $25.00 per day plus any expenses incurred by the Association to mitigate, remediate or correct Health, Safety or Welfare violation(s) that are not immediately resolved by the owner.

b. Other Violations. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the Owner or residents of the community, after written notice which will specify a reasonable period to cure the violation, the amount of the fine shall be $50.00. If after an additional period of the same duration, the violation(s) has not been corrected the Owner shall be fined an additional $100.00 and $10.00 per day until the violation(s) have been corrected. The limitations on the amount of the fine do not apply to any charges or costs that may be collected by the Association if the fine becomes past due nor do they apply to any expenses incurred by the Association or another Owner due to any damages caused by the violation.

2. Construction Penalty Schedule - The Board may impose and enforce a construction penalty against a Owner who fails to adhere to a schedule or requirements of the Board or Architectural Committee for the commencement, completion, or issuance of a permit for the construction of a property or an improvement to the property or any violation of Section 1-9 of Article VI above. The construction penalties must be commensurate with the severity of the violation and may be imposed by the Board up to $500.00 per violation, and an equal amount per week for a continuing violation. The Board may determine the time allowed for an Owner to cure a violation based on the facts of the particular violation.

3. Costs of Collection, Attorney's Fees and Costs and Liens -

a. The Association has a lien on a property as allowed by law, including without limitation, for the following:

1. Any construction penalty that is imposed against the Owner;

2. Any assessment, including, without limitation, annual or special assessments, levied against that property;

3. Any fine imposed against the Owner;

4. Any penalties, fees, charges, late charges, fines and interest.

5. The Association is entitled to collect attorney's fees and fees and costs to cover the cost of collecting any past due obligation including any fine or penalty as provided herein and as provided by law, regardless of whether the past due obligation is collected by the Association itself, or any person acting on behalf of the Association.

C. Cumulative Remedies - The fine schedule and remedies set forth in the Restrictions and covenants are in addition to and not a substitute for any other remedies the Association may elect to enforce under the Restrictions and covenants or law. The Association reserves the right at any time to proceed, at law or in equity, to prevent the occurrence, continuation or violation of any provision of the Restrictions and covenants.

B. DURATION

Section III of these covenants shall remain in full force and effect perpetually, unless terminated or amended as Section I and II may be amended from time to time by consent of the Wagoner County Planning Commissioners or as otherwise provided by law.

C. SEVERABILITY

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.

DECLARANT: Flint Hills, LLC

By: _____
Brendan T. Delehanty, Manager

STATE OF OKLAHOMA §
§
COUNTY OF WAGONER §

This instrument was acknowledged before me on the 16 day of September, 2022, by Brendan T. Delehanty, Manager.

_____
Notary Public / Commission No.:
My Commission Expires: 7/27/2026

SABRINA M. NELSON
NOTARIAL SEAL
06007263
EXP. 07/27/26
PUBLIC
STATE OF OKLAHOMA

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY

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Sep 14, 2022 - 2:19pm
Amanda