The Enclave at Harvard Ponds

PART OF THE N/2 OF THE NE/4 OF THE SE/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

7.3 LIVING AREA COMPUTATION: THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE GARAGES, BASEMENTS, DETACHED LIVING SPACE, OR ATTICS. LIVING AREA COMPUTATION SHALL BE MEASURED HORIZONTALLY AT THE TOP PLATE LEVEL FROM OUTSIDE OF FRAME TO THE OUTSIDE OF FRAME. LIVING AREA MUST AVERAGE AT LEAST SEVEN FEET SIX INCHES IN HEIGHT, EXCEPT FOR THE SECOND FLOOR WHICH SHALL BE SEVEN FEET SIX INCHES FOR AT LEAST ONE HALF OF THE AREA TO BE INCLUDED. ANY AREA LESS THAN FIVE FEET IN HEIGHT SHALL NOT BE CONSIDERED LIVING AREA.

7.4 STEM WALLS: CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

7.5 GARAGES:

7.5.1 ENCLOSED GARAGES PROVIDING FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE BUILT ON EACH LOT.

7.5.2 CARPORTS ARE NOT PERMITTED.

7.5.3 GLASS IN GARAGE DOORS IS NOT PERMITTED.

7.5.4 GARAGES WHICH ACCESS THE STREET FROM A SIDE YARD SHALL BE SET BACK A MINIMUM OF TWENTY FEET.

7.6 DRIVEWAYS: DRIVEWAYS ARE REQUIRED ON EACH LOT, AND SHALL BE CONSTRUCTED OF ALL WEATHER SURFACE SUCH AS CONCRETE, BRICK, OR OTHER MASONRY MATERIALS ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE. DRIVEWAYS MUST EXTEND FROM STREET TO GARAGE DOOR OPENING.

7.7 PRE-EXISTING BUILDINGS: NO PRE-EXISTING OR OFFSITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

7.8 GARAGE/YARD SALES: GARAGE/YARD SALES OR OTHER SIMILAR TYPES OF SALES ARE LIMITED TO ONE (1) PER PROPERTY OWNER EACH TWELVE (12) MONTH PERIOD UNLESS INDIVIDUALLY (EACH TIME) APPROVED BY THE PROPERTY OWNERS' ASSOCIATION.

7.9 FENCES:

7.9.1 NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE.

7.9.2 IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME.

7.9.3 ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE AND ONE HALF (3 1/2) 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 ARCHITECTURAL COMMITTEE.

7.9.4 FENCES MAY NOT EXCEED 6 FEET IN HEIGHT.

7.10 SCREENING OF GROUND MOUNTED EQUIPMENT: HVAC, SOLAR HEATING EQUIPMENT, AND POOL EQUIPMENT SHALL BE SCREENED FROM ADJACENT PROPERTY OWNERS WITH SUFFICIENT LANDSCAPING OR FENCING.

7.11 ROOFS:

7.11.1 RESIDENCE SHALL HAVE A ROOF PITCH OF AT LEAST 8/12 OVER 75% OF THE ROOF AREA. A ROOF PITCH OF LESS THAT 8/12 IS NOT PERMITTED EXCEPT FOR PORCHES OR COVER PATIOS, WHICH MAY HAVE A MINIMUM PITCH OF 4/12.

7.11.2 ROOFS SHALL BE ORGANIC OR INORGANIC COMPOSITION SHINGLE WITH A 25 YEAR OR GREATER RATING.

7.11.3 THE COLOR DESIGNATED BY THE MANUFACTURER SHALL BE "WEATHERED WOOD OR EQUIVALENT".

7.11.4 THE ARCHITECTURAL COMMITTEE MAY APPROVE, UPON PRIOR WRITTEN REQUEST EXCEPTIONS TO THESE ROOF MATERIALS AND PITCH REQUIREMENTS. APPROVAL MAY BE GRANTED WHEN DEEMED APPROPRIATE BY THE COMMITTEE TO RECOGNIZE HISTORICAL ARCHITECTURAL STYLES, OR SIGNIFICANT PHYSICAL CHARACTERISTICS OF A HOUSE PLAN OR BUILDING.

7.12 POOLS: OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. A TEMPORARY CHILD'S WADING OR PLAY POOL IS PERMITTED. LOTS WITH SWIMMING POOLS SHALL HAVE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETSCAPE.

7.13 LIGHTING: EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING (35 DAYS OR LESS) AND LOW VOLTAGE LANDSCAPE LIGHTING, IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.

7.14 ANTENNAS: OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN SMALL (LESS THAN 20") SATELLITE DISHES, SHALL BE CONFINED TO THE BACKYARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD ITS VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL. ELECTRONIC RECEPTION DEVICES SHALL NOT EXTEND ABOVE THE ROOFLINE.

7.15 ROOF MOUNTED EQUIPMENT: ROOF MOUNTED EQUIPMENT INCLUDING MECHANICAL, AIR CONDITIONING, AND SOLAR EQUIPMENT, WILL NOT BE ALLOWED. THIS PROVISION SHALL NOT INCLUDE SMALL (LESS THAN 20") SATELLITE DISHES, SEE PROVISION ABOVE.

7.16 BOATS, TRAILERS, CAMPERS, ETC: RECREATIONAL VEHICLES, BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

7.17 CLEAN LOTS: THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS.

7.18 GARBAGE: ALL HOUSEHOLD GARBAGE, TRASHCANS, RUBBISH OR LITTER SHALL BE STORED FROM STREET VIEW UNTIL 12 HOURS BEFORE THE DESIGNATED DATE FOR COLLECTION.

7.19 CLOTHES LINES: NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

7.20 UPKEEP: ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

7.21 SIGNS: NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE". NOT WITHSTANDING ABOVE, THE DEVELOPER SHALL BE ALLOWED TO INSTALL ANY SIGN(S) NECESSARY FOR THE PURPOSES CONNECTED WITH THE DEVELOPMENT. THE ARCHITECTURAL COMMITTEE MAY APPROVE OTHER SIGNS UPON WRITTEN REQUEST.

7.22 MAILBOX: SO LONG AS A RURAL TYPE MAILBOX IS IN USE IN "THE ENCLAVE AT HARVARD PONDS" BY THE UNITED STATES POSTAL SERVICE, ALL MAILBOXES AND MAILBOX PEDESTALS IN "THE ENCLAVE AT HARVARD PONDS" SHALL CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 6 INCHES FROM THE FACE OF THE CURB AND 6 FEET FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 36 INCHES FROM STREET LEVEL.

7.23 ROOFTOP PROTRUSIONS: SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED A COLOR TO BLEND WITH THE ROOF MATERIAL.

7.24 STORAGE AND MATERIALS: NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITH IN NINE (9) MONTHS. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

7.25 LANDSCAPE: ALL LOTS SHALL BE SODDED AND LANDSCAPED WITHIN 10 DAYS OF OCCUPANCY OR 10 DAYS AFTER FINAL INSPECTION, WHICHEVER OCCURS FIRST.

7.26 PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES IN ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

7.27 DRAINAGE: EACH PROPERTY OWNER SHALL CONSULT AND FOLLOW THE FINAL GRADING PLAN FILED AT THE CITY OF BIXBY. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO ENSURE THEIR LOT IS GRADED IN ACCORDANCE WITH SAID GRADING PLAN. IF A LOT HAS NOT BEEN GRADED PROPERLY, THE PROPERTY OWNER WHO IS AT FAULT MUST MAKE IMMEDIATE CHANGES TO BRING SAID LOT INTO ACCORDANCE WITH THE DRAINAGE PLAN. THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH MAY BE ENFORCEABLE BY ANY EFFECTED LOT OWNER, THE CITY OF BIXBY, THE DEVELOPER, AND/OR THE PROPERTY OWNERS' ASSOCIATION.

7.28 RETAINING WALLS: RETAINING WALLS SHALL BE CONSTRUCTED OF BRICK, STONE, STUCCO, OR GRADE "A" RAILROAD TIES. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

7.29 WASHING OUT OF CONCRETE TRUCKS OR CONCRETE SPILLS: READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY IN WHICH THE CONCRETE IS BEING DELIVERED. PROPERTY OWNERS SHALL BE RESPONSIBLE TO OTHER PROPERTY OWNERS FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT REMAINS ON THEIR LOT. THE INTENDED PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOT(S).

7.30 SIDEWALKS: IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION TO ESTABLISH A POLICY AND PROCEDURE WHEREBY SIDEWALKS SHALL BE MAINTAINED.

7.31 ANIMALS: NO LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT. COMMON HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES, AND SO LONG AS THEY DO NOT POSE A THREAT OR CREATE A NUISANCE TO THE NEIGHBORS.

7.32 WINDOWS: IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE, THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

7.33 NOISE: EXCESSIVE NOISE THAT INTRUDES UPON THE PEACEFUL ENJOYMENT OF A RESIDENTS' PROPERTY IS NOT PERMITTED.

7.34 SPECIFIC REQUIREMENTS FOR "THE ENCLAVE AT HARVARD PONDS": THE FOLLOWING REQUIREMENTS APPLY SPECIFICALLY TO "THE ENCLAVE AT HARVARD PONDS":

7.34.1 MINIMUM SQUARE FEET: MINIMUM SQUARE FOOTAGE OF LIVING AREA SHALL BE 2,600 SQUARE FEET FOR A SINGLE STORY HOME. A ONE AND ONE-HALF AND TWO STORY HOME SHALL CONTAIN A MINIMUM OF 2,800 SQUARE FEET WITH A MINIMUM OF 2,000 SQUARE FEET LOCATED ON THE GROUND FLOOR.

7.34.2 MASONRY: A MINIMUM OF 70% MASONRY (BRICK, NATURAL STONE, OR STUCCO), EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.

7.34.3 MINIMUM TREES: IF A LOT DOES NOT HAVE A MINIMUM OF 1 EXISTING TREE IN WHAT WILL BE THE FRONT YARD AND 1 EXISTING TREE IN WHAT WILL BE THE REAR YARD, THE PROPERTY OWNER/BUILDER, WITHIN 60 DAYS OF COMPLETION OF CONSTRUCTION, SHALL PLANT 2" CALIPER TREES (MEASURED SIX INCHES FROM THE BASE OF THE TREE) IN THE NUMBER REQUIRED TO MEET THE MINIMUM SPECIFIED ABOVE.

7.34.4 PRIVACY FENCES: FENCES SHALL BE 'PRIVACY' TYPE FENCING CONSISTING OF WOOD OR WOOD AND MASONRY IN COMBINATION. FENCES SHALL BE SOLID IN NATURE AND BE A MINIMUM OF 6 FEET IN HEIGHT IN ORDER TO PROVIDE VISUAL SEPARATION. ROUND WOODEN RAIL WITH OR WITHOUT BLACK CHAIN LINK MESH MAY BE USED UPON WRITTEN PERMISSION OF THE ARCHITECTURAL COMMITTEE.

7.34.5 MINIMUM SEPARATION: THE MINIMUM SEPARATION BETWEEN RESIDENCES SHALL BE TEN (10) FEET. THE MINIMUM SIDE YARD SETBACK SHALL BE FIVE (5) FEET WHEN NO ADJACENT HOME HAS BEEN BUILT. THE MINIMUM SIDE YARD SETBACK IS FIVE (5) FEET.

7.34.6 OUTBUILDINGS, ETC: PREFABRICATED OUTBUILDINGS SHALL NOT BE PERMITTED ON ANY LOT WITHIN THE SUBDIVISION. ANY STORAGE BUILDING ON ANY LOT SHALL HAVE A CONCRETE FOOTING AND SLAB, AND BE CONSTRUCTED OF THE SAME MATERIALS AND CONFORMING TO THE STYLE OF THE DWELLING ON THE LOT.

7.35 LAW COMPLIANCE: 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.

7.36 LEASING: IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY THE TENANT OF THE EXISTENCE OF THE PROPERTY OWNERS' ASSOCIATION, AND THE TERMS AND CONDITIONS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. THE OWNER SHALL PROVIDE A COPY OF THE COVENANTS TO THE TENANT. THE OWNER SHALL INSURE THAT THE TENANT COMPLIES WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER, DEVELOPER, AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT AND THE ADDRESS AND PHONE NUMBER WHERE THE PROPERTY OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNER'S ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT AND ANY ACTION OR INACTION ON THE PART OF THE TENANT.

7.37 THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION, AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN THE SUBDIVISION OR THE OVERALL APPEARANCE OF THE SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

7.38 THE OWNER AND DEVELOPER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIME, SO LONG AS IT IS OWNER OF TWO OR MORE LOTS, TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION 7 BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE COUNTY CLERK'S OFFICE AT THE COURT HOUSE OF TULSA COUNTY, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF THE PROPERTY OWNERS' ASSOCIATION, THE OWNER AND DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS AND CERTIFICATE OF INCORPORATION OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY (60) PERCENT OF THE MEMBERS OF THE ASSOCIATION.

SECTION 8. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION AND SEVERABILITY

8.1 ENFORCEMENT AND DURATION: THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF THE UNDERSIGNED LOT OWNER, OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSONS OWNING A LOT SITUATED WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

8.2 SEVERABILITY: THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OR THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITIONS AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED, BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON 1-9-06
BY ____________
MAYOR - VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.
BY ____________
CITY MANAGER - CITY CLERK

8.3 DEFINITIONS: IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON JANUARY 1, 2003 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, H & D DEVELOPMENT, L.L.C. HAS EXECUTED THIS INSTRUMENT ON THIS 1st DAY OF MAY, 2006.

H & D DEVELOPMENT, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: ____________
RANDALL HULL, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF MAY, 2006, PERSONALLY APPEARED RANDALL HULL TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MAY 13, 2006
MY COMMISSION EXPIRES:

SHAROLYN S. NELSON, NOTARY PUBLIC

SHAROLYN S. NELSON NOTARY PUBLIC OKLAHOMA 02008339 TULSA COUNTY

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISION REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME; AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 1st DAY OF MAY, 2006.

BY: ____________
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA NO. 1435

REGISTERED PROFESSIONAL LAND SURVEYOR DAN EDWIN TANNER 1435 OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF MAY, 2006, PERSONALLY APPEARED DAN E. TANNER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, 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.

MAY 13, 2006
MY COMMISSION EXPIRES:

SHAROLYN S. NELSON, NOTARY PUBLIC

SHAROLYN S. NELSON NOTARY PUBLIC OKLAHOMA 02008339 TULSA COUNTY

DATE OF PREPARATION: MAY 1, 2006

Tulsa County Clerk - EARLENE WILSON
Doc # 2006057965 Pages 1
Receipt # 863636 05/23/06 10:37:58
Fee 30.00

PLAT No. 5995

The Enclave at Harvard Ponds

PART OF THE N/2 OF THE NE/4 OF THE SE/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

R 13 E

EAST 141ST STREET SOUTH

SOUTH LEWIS AVENUE — SOUTH HARVARD AVENUE — T 17 N

UNPLATTED — 17 — THE ENCLAVE AT HARVARD PONDS

EAST 151ST STREET SOUTH

Location Map
SCALE: 1"=2000'

SUBDIVISION CONTAINS
THIRTY(30) LOTS IN FOUR(4) BLOCKS
AND THREE(3) RESERVES

GROSS SUBDIVISION AREA: 11.923 ACRES

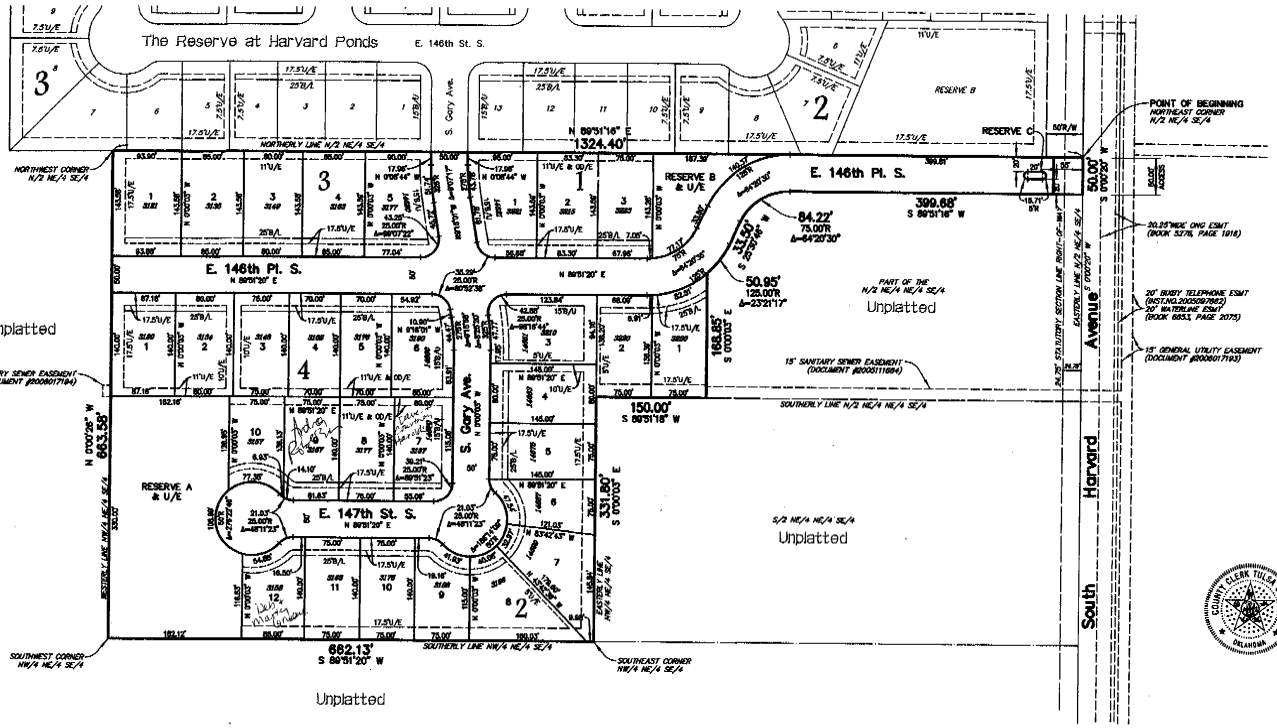
OWNER:
H & D Development, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
14650 South Harvard
Bixby, Oklahoma 74008
Phone: (918) 366-2828

SURVEYOR:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA No. 2661, EXPIRES 6/30/2007
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

North
0 30 60 90
Scale: 1"=80'

ACC = ACCESS PERMITTED
B/L = BUILDING LINE
B/U = BUILDING LINE & UTILITY EASEMENT
LNA = LIMITS OF NO ACCESS
OD/E = OVERLAND DRAINAGE EASEMENT
U/E = UTILITY EASEMENT

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON _____
BY _____
MAYOR - VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.
BY _____
CITY MANAGER - CITY CLERK



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 30.00 per trust receipt no. 7436 to be applied to 20__ taxes. This certificate is NOT to be construed as payment of 20 06 taxes in full but is given in order that this plat may be filed on record. 20 06 taxes will be based on the amount of the security deposit.

Dated 33-06
Dennis Semler
Tulsa County Treasurer
By: _____ Deputy

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION. CORNER LOT ADDRESSES ARE ASSIGNED BY THE LOCATION OF THE DRIVEWAY, NOT THE DIRECTION OF THE HOUSE.

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office.

Dated the 23 day of May, 2006.

EARLENE WILSON, Tulsa County Clerk
_____ Deputy

Basis of Bearings

THE BASIS OF BEARINGS IS AN ASSUMED BEARING OF SOUTH 0°00'20" WEST ALONG THE EASTERLY LINE OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST.

DATE OF PREPARATION: MAY 1, 2006

The Enclave at Harvard Ponds

PART OF THE N/2 OF THE NE/4 OF THE SE/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 13 EAST
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED,
BY THE CITY COUNCIL OF THE CITY OF BIXBY
ON ________
BY ________
MAYOR - VICE MAYOR
THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.
BY ________
CITY MANAGER - CITY CLERK

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED H & D DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N/2 NE/4 SE/4; THENCE SOUTH 0°00'20" WEST AND ALONG THE EASTERLY LINE OF THE N/2 NE/4 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 89°51'16" WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID N/2 NE/4 SE/4, FOR A DISTANCE OF 399.68 FEET TO A POINT OF CURVATURE; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 64°20'30", FOR AN ARC DISTANCE OF 84.22 FEET TO A POINT OF TANGENCY; THENCE SOUTH 25°30'46" WEST FOR A DISTANCE OF 33.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A 125.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23°21'17", FOR AN ARC DISTANCE OF 50.95 FEET TO A POINT; THENCE SOUTH 0°00'03" EAST AND PARALLEL WITH THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NW/4 NE/4 SE/4), FOR A DISTANCE OF 168.85 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 NE/4 SE/4); THENCE SOUTH 89°51'18" WEST AND ALONG THE SOUTHERLY LINE OF SAID N/2 NE/4 NE/4 SE/4, FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID NW/4 NE/4 SE/4; THENCE SOUTH 0°00'03" EAST AND ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 331.80 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE NW/4 NE/4 SE/4 ; THENCE SOUTH 89°51'20" WEST AND ALONG THE SOUTHERLY LINE OF THE NW/4 NE/4 SE/4, FOR A DISTANCE OF 662.13 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW/4 NE/4 SE/4; THENCE NORTH 0°00'26" WEST AND ALONG THE WESTERLY LINE OF THE NW/4 NE/4 SE/4, FOR A DISTANCE OF 663.58 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE N/2 NE/4 SE/4; THENCE NORTH 89°51'16" EAST AND ALONG THE NORTHERLY LINE OF THE N/2 NE/4 SE/4, FOR A DISTANCE OF 1,324.40 FEET TO THE POINT OF BEGINNING:

SAID TRACT CONTAINING 519,356 SQUARE FEET OR 11.923 ACRES, MORE OR LESS.

AND DOES HEREBY CERTIFY THAT OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THE PLAT AND SUBDIVIDED INTO FOUR (4) BLOCKS, THIRTY (30) LOTS, THREE (3) RESERVE AREAS, AND STREETS AND HAS DESIGNATED THE SAME AS "THE ENCLAVE AT HARVARD PONDS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION").

SECTION 1. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, CABLE TELEVISION LINES, AND OTHER SERVICES TOGETHER WITH ALL FITTINGS, INCLUDING POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER AND ITS ASSIGNS HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES, SEWER LINES, STORM SEWER LINES, AND OTHER SERVICES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES AND/OR STORM SEWER AND/OR OTHER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH PROPERTY OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING THEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, FENCING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

ALL STREETS SHALL BE GRADED, BASE MATERIAL APPLIED AND SURFACE PAVED IN ACCORDANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY, TO INCLUDE CURBS AND GUTTERS, STREET NAME SIGNS IN PLACE, VISUAL SCREENS ESTABLISHED, UTILITIES AND STREET LIGHTS INSTALLED, AND DRAINAGE STRUCTURES CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER BY THE OWNER, AT THEIR EXPENSE AND IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY. INTERIOR SIDEWALKS SHALL BE CONSTRUCTED AT THE TIME HOMES ARE CONSTRUCTED ON EACH LOT AT THE SOLE COST OF THE PROPERTY OWNER.

THE DEVELOPER SHALL MAINTAIN ALL STREETS, CURBS, AND STORM SEWERS IN GOOD REPAIR FOR A PERIOD OF 2 YEARS AFTER THE DATE OF THE CITY OF BIXBY'S FINAL WRITTEN ACCEPTANCE OF SUCH IMPROVEMENT.

1.1 ELECTRIC, TELEPHONE, CABLE TELEVISION AND OTHER SERVICES

1.1.1 ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE.

1.1.2 UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION OF CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF THE SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE. THIS EASEMENT SHALL TERMINATE WHEN SAID SERVICE CABLE IS NO LONGER IN USE BY THE SUPPLIER.

1.1.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.1.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICE FACILITIES LOCATED ON THEIR PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER SERVICE FACILITIES. 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 OR THEIR AGENTS OR CONTRACTORS.

1.1.5 THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

1.1.6 THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER SERVICE FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER SERVICES, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.2 WATER AND SANITARY SERVICE

1.2.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR STORM SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH PUBLIC WATER, AND SEWER MAINS, SHALL BE PROHIBITED.

1.2.2 THE CITY OF BIXBY, OR ITS SUCCESSORS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.3 THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

1.2.4 THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.2.5 THE DEVELOPER SHALL MAINTAIN ALL WATER AND SANITARY SEWER LINES IN GOOD REPAIR FOR A PERIOD OF 2 YEARS AFTER THE DATE OF THE CITY OF BIXBY'S FINAL WRITTEN ACCEPTANCE OF SUCH IMPROVEMENT.

1.2.6 WATERLINES LESS THAN 6" DIAMETER AND SANITARY SEWER LINES LESS THAN 6" DIAMETER ARE PRIVATE SERVICE LINES AND THE OWNERSHIP, MAINTENANCE, REPAIR, REMOVAL AND/OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS SERVED BE SAID LINES.

1.3 GAS SERVICE

1.3.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.3.2 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

1.3.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.4 STORM SEWER

1.4.1 THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS, WITH THEIR EQUIPMENT, TO ALL STORM SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

1.4.2 NO PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORM SEWER EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

1.4.3 THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

1.4.4 THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR IT'S SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4.5 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF THE STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER, SHALL BE PROHIBITED.

1.5 LANDSCAPING AND OTHER PRIVATE IMPROVEMENTS WITHIN EASEMENTS

1.5.1 THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY LANDSCAPING, PAVING, FENCING OR OTHER IMPROVEMENTS AFFECTED BY NECESSARY MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, ELECTRIC OR OTHER SERVICE FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR SUPPLIER OF UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.6 OVERLAND DRAINAGE EASEMENT

1.6.1 FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION AND FOR THE BENEFIT OF THE CITY, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OD/E"OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION AND FROM PROPERTIES OUTSIDE THE ADDITION.

1.6.2 DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY.

1.6.3 NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY.

1.6.4 THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN A RESIDENTIAL LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT HIS COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY. IN THE EVENT THE OWNER OF THE LOT OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY.

SECTION 2. SURFACE DRAINAGE

2.1 EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO PROPERTY OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO PROPERTY OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF DRAINAGE OF SURFACE STORMWATER FROM THE ORIGINAL APPROVED CONSTRUCTION PLANS FILED AT THE CITY OF BIXBY. THE PROPERTY OWNER SHALL PREVENT THE ALTERATION OF GRADE WITHIN ALL EASEMENT AREAS FROM THE ORIGINAL CONTOURS (FINISH GRADE) OR ALLOW ANY CONSTRUCTION ACTIVITY THAT MAY INTERFERE WITH SUCH PUBLIC WATER MAINS, VALVES, STORM SEWERS, AND OR PUBLIC SANITARY SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

SECTION 3. RESERVE AREAS

3.1 THE OWNER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREAS DESIGNATED AS 'RESERVE' FOR THE PURPOSES OF STORMWATER DETENTION AND UTILITY EASEMENT (RESERVE A), AND COMMON AREA LANDSCAPING, OPEN SPACE, UTILITY EASEMENT AND SIGNAGE (RESERVE B), AND LANDSCAPED ENTRY FEATURES INCLUDING GUARDHOUSE AND SIGNAGE (RESERVE C). MAINTENANCE RESPONSIBILITY OF SAID RESERVE AREAS SHALL BE ENFORCED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE ASSOCIATION.

SECTION 4. LIMITS OF NO ACCESS

4.1 THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

SECTION 5. SIDEWALKS

5.1 INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BIXBY PRIOR TO FINAL INSPECTION BY THE CITY OF BIXBY OF THE HOUSE CONSTRUCTION ON THE LOT. SIDEWALKS SHALL BE MAINTAINED IN GOOD REPAIR BY THE PROPERTY OWNER OR PROPERTY OWNERS' ASSOCIATION (SEE 7.30).

SECTION 6. THE PROPERTY OWNERS' ASSOCIATION

6.1 PROPERTY OWNERS' ASSOCIATION: THE SUBDIVISION SHALL BE PART OF A HOMEOWNER'S ASSOCIATION TO BE KNOWN AS HARVARD PONDS HOMEOWNER'S ASSOCIATION, INC., HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION", TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS WITHIN A SEPARATE SUBDIVISION KNOWN AS "HARVARD PONDS" AND WITHIN THE ENCLAVE AT HARVARD PONDS, INCLUDING, BUT NOT WITHOUT LIMITATION, COMMON AREAS, LANDSCAPING, FENCING, RESERVES AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS LEGACY.

6.2 MEMBERSHIP: MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY TO EACH LOT OWNER IN "THE ENCLAVE AT HARVARD PONDS", BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT, OR ONE YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER AND DEVELOPER TO A LOT BUYER, WHICHEVER OCCURS FIRST. MEMBERSHIP MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION. MEMBERS OF THE ASSOCIATION SHALL HAVE ACCESS TO ALL RESERVE AREAS OWNED BY THE ASSOCIATION, BOTH IN THE SUBDIVISION AND IN HARVARD PONDS, ALL AS GOVERNED BY THE FORMATIVE DOCUMENTS OF THE ASSOCIATION.

6.3 DUES AND ASSESSMENTS: DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES AND ASSESSMENTS.

6.4 COVENANT FOR ASSESSMENTS: THE OWNER OF EACH LOT, SUBSEQUENT TO THE DEVELOPER, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE PROPERTY OWNERS' ASSOCIATION DUES AND PRIOR TO THE CONVEYANCE OF A LOT WITHIN "THE ENCLAVE AT HARVARD PONDS". ANY DUES OR ASSESSMENT SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE LIEN FILED OF RECORD ON A LOT.

6.5 CERTAIN RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER. ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF, SUBJECT TO THE DEVELOPERS RIGHTS CONTAINED IN THIS DEED OF DEDICATION AND ANY SEPARATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION (IF ANY) FILED BY THE DEVELOPER AND WHICH ARE INCORPORATED HEREIN BY REFERENCE.

6.6 SUBJECT TO A MAJORITY VOTE OF ITS MEMBERS THE PROPERTY OWNERS' ASSOCIATION MAY MERGE WITH ANOTHER HOMEOWNERS OR THE PROPERTY OWNERS' ASSOCIATION.

SECTION 7. ARCHITECTURAL COMMITTEE

7.1"THE ENCLAVE AT HARVARD PONDS" ARCHITECTURAL COMMITTEE IS HEREBY FORMED. MEMBERS WILL BE APPOINTED BY THE OWNER AND DEVELOPER; THE COMMITTEE IS FORMED TO REVIEW AND CONSIDER FOR APPROVAL PLANS FOR ANY STRUCTURE PRIOR TO IT BEING BUILT IN "THE ENCLAVE AT HARVARD PONDS". THE COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THE PROVISIONS OF SECTIONS 6 AND 7, AND FOR ALL OTHER DEVELOPMENT AND CONSTRUCTION STANDARDS. AT A POINT MUTUALLY AGREEABLE TO THE OWNER AND DEVELOPER AND THE PROPERTY OWNERS' ASSOCIATION, THE RESPONSIBILITIES OF THE COMMITTEE MAY BE ASSIGNED TO THE ASSOCIATION. THE ASSOCIATION SHALL ESTABLISH A DULY AUTHORIZED COMMITTEE FROM THE MEMBERSHIP.

7.2 ARCHITECTURAL REVIEW: NO RESIDENCE OR OTHER PERMANENT STRUCTURE SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN "THE ENCLAVE AT HARVARD PONDS" UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIALS THEREOF, PLOT PLAN (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING ON THE LOT), ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAS BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS, AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION. IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, IT MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE 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, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE SHALL CEASE ON DECEMBER 1, 2020. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

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