

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE HOMES AT REDBUD RIDGE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Redbud Ridge Development, LLC, hereafter referred to as the "Declarant", is the owner of certain land and improvements in Grady County, Oklahoma, which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 OS. 1971, §§ 851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subject to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the statutes of the State of Oklahoma, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. **Definitions.** Unless the context shall expressly provide otherwise:

1.1 "Addition" means The Homes at Redbud Ridge Addition to the City of Chickasha, Oklahoma.

1.2 "Architectural Control Committee" also referred to as "ACC" oversees architectural requests and compliance and has all of the duties and responsibilities as set forth herein. So long as the Declarant owns at least one Lot the ACC shall consist of the following members: Tim Crawford, Karan Crawford, David Crawford, and Shayla Crawford. After the Developer no longer owns any Lot, the members of the ACC shall be appointed by and shall serve at the pleasure of the Board of Directors.

1.3 "Association" means The Homes at Redbud Ridge Homeowners' Association, Inc., an Oklahoma corporation, its successors and assigns, the By-Laws of which shall govern the administration of this Real Estate Development the members of which shall be all of the owners of the Lots in The Homes at Redbud Ridge Addition.

1.4 "Building" means one or more of the building improvements lying within the real estate described on "Exhibit A".

1.5 “By-Laws” means the By-Laws of The Homes at Redbud Ridge Homeowner’s Association, Inc., substantially in the form of “Exhibit C” attached hereto.

1.6 “Common Elements” means all portions of the Real Estate Development other than the Lots and other than publicly dedicated real property (however, see paragraph 1.5.1 below), and includes, but is not limited to:

1.6.1 Park, including ponds, and all fencing and other improvements, if any, together with a well and irrigation system, if any, located in the Addition.

1.6.2 Entranceway with fencing to the Addition from Redbud Ridge Drive.

1.6.3 Traffic island or islands with building, electrical system with all related fixtures, signage and all elements of landscaping in entranceway to the Addition;

1.6.4 Any boulevard, street or cul-de-sac island in the Addition to include lighting and irrigation systems or equipment, if any;

1.6.5 Perimeter or other fence installed by the Declarant;

1.6.6 Any common area as designated on the recorded plat of The Homes at Redbud Ridge Addition.

1.7 “Common Expenses” means and includes expenses for maintenance, replacement, repair, operation, improvement, management and administration of the Common Elements, reasonable expenses incurred in operating The Homes at Redbud Ridge Homeowners' Association, Inc., and expenses declared Common Expenses by the provisions of this Declaration and the By-Laws of the Association.

1.7.1 Special Provisions as to Common Expenses. The entryway walls, planters, decorative lighting and anything else in the entry that is of a decorative or aesthetic nature, the islands in the street and the decorative lighting and other aesthetic features shall be treated as Common Elements for the purpose of maintenance even though such areas shall be dedicated to the public.

1.8 “Default Maintenance” means maintenance as set forth in Section 7.

1.9 “Declarant” shall mean and refer to Redbud Ridge Development, LLC and its successors and assigns.

1.10 “Lot” means a portion of the Real Estate Development designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on “Exhibit A”.

1.11 “Owner” means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lots.

1.12 “Person” means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.13 “Real Estate Development” means the real estate described as “Exhibit A”, as provided for at 60 OS. §851, as amended.

1.14 “Rules” shall mean the Rules and Regulations adopted by the Association or ACC as amended from time to time.

1.15 “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Property Rights.

2.1 Owner's Nonexclusive Easement of Enjoyment: Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights.

2.1.1 Association Rights to Use and to Grant Easements. The nonexclusive right and easement of the Association to make such use of the Real Estate Development as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of-way on, across, under and over the Common Elements to the Declarant, to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable, television, or other similar service to the Real Estate Development.

2.1.2 Association Right to Make Rules. The right of the Association to make such reasonable rules regarding the use of the Common Elements and facilities located thereon by members and other persons entitled to such use.

2.1.3 Borrow Money. The right of the Association, in accordance with its By-Laws for the purpose of improving the Common Elements and, in aid thereof, to borrow money and to mortgage said Common Elements.

2.1.4 Protect Property. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure.

2.1.5 Other Reserved Rights. The rights reserved in this Declaration to Declarant (for, among other things, Common Element improvements), Owners, other persons and the Association.

2.1.6 Delegation of Use: Nonresident Owner. Any Owner may delegate his right of enjoyment of the Common Elements to the members of his family, to his tenants, to a reasonable number of guests or to contract purchasers who may reside on the Lot. All such persons shall be subject to these covenants concerning such use.

3. Easements.

3.1 Lot Access Easement. Each Owner shall have a nonexclusive easement in, on and through the Common Elements for access to said Owner's Lot.

3.2 Blanket Easements for Repair to Common Elements. An easement is hereby granted to the Declarant and to the Association to enter in, onto, above, across or under the Common Elements and any Lot to perform the duties of improvement, maintenance and repair to the Common Elements. Should any utility furnishing a service request a specific easement, Declarant or the Association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

3.3 Easements Deemed Appurtenant. The easements and rights herein created for an owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

4. Use and Occupancy. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for one (1) single family residence, such occupancy to be by the Owner, by the Owner's family, the owner's tenants or the Owner's guests. Unless allowed by the Declarant in writing, no additional structure shall be constructed or placed on any Lot for use a living quarters nor shall any approved building such as a cabana or out building be used for or converted to living quarters, whether temporary or permanent.

4.1 Declarant Business Office: Model Lots. Declarant and its employees, and agents may maintain a business and sales office, model homes, and other sales

facilities necessary or required until all of the Lots are sold.

4.2 Offensive or Noxious Use. The owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive noise, light, or noxious odors, dust, gases, fumes or other regulations enacted by any duly constituted governmental authority.

4.3 Mineral Drilling. Except for Declarant, and its predecessors, and then only with the permission of the City of Chickasha, no drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons, on any residential Lot within the Real Estate Development shall be permitted.

4.4 Household Pets: Care and Restraint Limit on Number; Indemnification by Owners. No animal shall be kept within the Real Estate Development except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than three (3) household pets may be kept without written permission of the Association. Any Owner who causes any animal to be brought or kept within the Real Estate Development shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore.

4.5 Refuse Storage: Growth. The storage of trash, ashes, or other refuse, excepting normal receptacles, is prohibited. Further, no trash, garbage cans or receptacles of any kind shall be left in sight, except on days so designated by the City of Chickasha for collection thereof. Weeds, excessively tall grass or other unsightly growth shall not be permitted to grow or remain on any Lot. Tree limbs, brush or other items may not be placed at curbside more than one (1) day prior to a day designated by the City of Chickasha for pickup of large trash items. No trash, ashes or other refuse may be discarded on any Lot or in or on Common Elements.

4.6 Signs and Billboards: Declarant's Right. No signs whatsoever (including but not limited to, commercial, political and similar signs) shall be erected or maintained on any lot except: (i) such signs as may be required legally upon; (ii) during times of construction of any building or other improvement, one job identification sign not larger than 18x24 inches in height and width and having a face area not more than 3 square feet; (iii) such signs, the nature, number and location of which have been approved in advance in writing by the architectural committee; and, (iv) one for sale sign, during a time that the owner's home is for sale. Such signs shall not exceed 6 square feet of surface area on each side; (v) Each lot shall be permitted to have one candidate's political sign per lot during an actual election period.

Any signs displayed within the addition may be reviewed by the Declarant or Association, and the Declarant and/or Association shall have the right to enter the premises where such signs are displayed for the purpose of removing the unauthorized sign without it being deemed a trespass.

4.7 Vehicle Parking and Storage. No campers, recreational vehicles, boats, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked (a) on any Lot, except where adequate screening has been previously provided so as not to be Visible From Neighboring Property and the Owner has received prior written approval from the Architectural Control Committee ("ACC"); (b) on the Common Elements; or (c) on the streets within the Real Estate Development. No vehicle shall park on the streets for more than twenty four (24) hours. The operation and parking of all vehicles on the Real Estate Development are subject to the By-Laws, and the Rules of the Association and the ACC.

4.8 View From Common Elements, Lot, or Street. All garbage containers, equipment, landscaping materials or supplies or storage piles shall be located so as not to be Visible From Neighboring Property, Common Element, or from any street.

4.9 Exterior Amenities. No elevated tanks of any kind shall be erected, placed or permitted on any Lot or Common Elements. With respect to the portion of any Lot in front of the front building setback line or in front of the side street setback line, all structures or items of any nature such as window coverings, exterior amenities, statuary, works of art or other materials shall not be permitted without approval of the ACC.

4.10 Antennas and Transmitting Devices. Each Owner shall be entitled to erect not more than two (2) satellite dishes having a diameter of not greater than twenty-four inches (24") each; no other antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any Lot whether attached to a building, structure or otherwise, without the prior written consent of the ACC.

4.11 Waste. No waste shall be committed on the Common Elements. Any damage or waste to the property within the Common Elements, including landscaping, damage, shall be the responsibility of any Owner who causes, or whose children, guests, or tenants cause any such waste or damage.

4.12 Temporary Structure. No outbuilding, storage shed, trailer, tent, shack or structure of a similar nature shall be used at any time as a residence.

4.13 Nuisance Activity. No noxious or offensive activity shall be carried on within the Real Estate Development, nor shall anything be done therein which may be or may become an annoyance or nuisance. No lawn mower, blower,

edger, or other lawn device with a motor or engine shall be used after 9:00 p.m. or before 7:00 a.m.

4.14 Drainage Easement Maintenance and Erosion Control. The Owner of a Lot crossed by the Drainage Easements reflected in the Plat of The Homes at Redbud Ridge Addition has the obligation of maintaining that portion of his Lot within said easement free of accumulations of grass cuttings brush, deadwood, and any other debris or sediment so as to permit the unhindered natural flow of drainage, and to prevent the downstream clogging of drainage openings under roads or at points where water flows off of The Homes at Redbud Ridge Addition. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/builder to control runoff of mud, sand or other sediment onto any street, Common Element or adjoining property.

4.15 Improvements and Alterations. Plans and Specifications. No dwelling, building, wall, storage shed, cabana, greenhouse, playhouse, pergola, landscaping regime or other improvement or structure of any kind shall be commenced, erected or placed upon any Lot until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of such improvements shall have been submitted in duplicate to, and approved in writing, by the ACC as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Real Estate Development. Alterations to improvements after the residence is occupied (as distinguished from approval of new construction) must be approved by the ACC in writing.

4.16 Approval of Builder/Contractor. No house or other structure shall be constructed upon any Lot in The Homes at Redbud Ridge until the Builder/Contractor has been approved in writing by the Declarant, its successors and assigns.

4.17 ACC Construction Guidelines. The following guidelines, unless hereafter waived in writing by the ACC where provided below, shall be adhered to by the ACC and by all Owners.

4.17.1 Dwellings. Dwellings may be one story, one and one-half story, split level, two stories, two and one-half stories or three stories in height.

4.17.2 Grading and Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior written consent of the ACC. 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, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or casement, or which will or may tend to disturb the

minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

4.17.3 Size/Square Footage. The single-family residence constructed on each Lot in the Real Estate Development shall contain a minimum of 2500 square feet of floor space. In computing the square footage of floor space of a residence, the basement, porches, and garages shall be excluded. In case of a one and one-half story or a two story structure, the ground floor shall in no event be less than 2,000 square feet unless special permission is granted in writing by the ACC.

4.17.4 Building Set-Back Requirements. No building, or any part thereof, shall be located nearer to the front lot line or side street lot line than the building set back lines shown on the recorded plat. No building, or any part thereof, shall be located nearer to any side lot line than fifteen (15) feet. No building, or any part thereof, shall be located nearer to any rear lot line than twenty-five (25) feet. If one structure is placed on two (2) Lots, then only the distances from the outside boundary lines apply.

4.17.5 Mailboxes. All mailboxes must be approved for use by the ACC.

4.17.6 Sidewalks. Prior to occupancy by an Owner, each Owner is required to have constructed a sidewalk across the front of the Owner's lot. The sidewalk shall be four (4) foot wide, four (4) inches thick with a four (4) inch granular feel. A minimum of 3,000 psi concrete shall be used. The sidewalk shall tie into the sidewalk plan of the Addition. Detailed sidewalk specifications will be available from the ACC. The location and specifications of an Owner's proposed sidewalk must be approved by the ACC in advance of construction.

4.17.7 Fences. Fences are a strong visual element and therefore must be considered in light of the overall design theme for The Homes at Redbud Ridge as well as their function to provide screening and security. No fence may be constructed, erected, placed or maintained forward of the front building limit or setback line on each Lot as shown on the recorded plat thereof. Further, no fence may connect to the front corner of the house that is nearest to the street but must be set back at least fifteen (15) feet from said front corner and may require some element of landscaping for approval depending on the type and location of the fence. A fence erected on a corner lot that parallels the side lot line that is exposed to the street must be set back at least ten (10) feet from the property line. No double fencing is allowed.

The following are generally acceptable types of fences:

- a. Wrought iron fences not less than four feet (4') in height;

b. Brick or stone fences that match or complement the materials used in the residence;

c. Redwood or cedar fences with a top rail stained to match or complement the wood trim of the residence. with brick or stone columns at comers visible from the street;

d. Cedar split rail (two or three rail) or other substantial wood rail fencing may be allowed if constructed of high quality, durable materials and approved in writing by the ACC.

Types of fences that are not acceptable include any fence made of PVC type material and/or standard stockade fences: except small amounts of stockade fence; as an example, used for an enclosure and only if not visible from any street and cyclone or chain link fences: except chain link fencing material may be used for dog runs within a rear yard provided it is not Visible From Neighboring Property or from any street. All fences must be approved by the ACC after review of plans that show location and dimensions, accurately to scale, and a detailed description of the type, size and color of materials proposed for construction. The ACC shall have the authority to grant variances.

In compliance with the law, all swimming pools must be protected with an approved fence.

There shall be no fencing of any kind, within thirty feet (30') of any rear lot line of those Lots bordering the park/pond area, except any perimeter fence installed by Declarant.

4.17.8 Basketball Goals. There shall be no basketball backboards on front of the front building setback line. Otherwise, basketball backboards may be erected at the residences in the Real Estate Development. (Each backboard must have a freestanding structure supporting it and may not be attached to a house) The supporting structure must be constructed from rust resistant steel and kept completely painted at all times. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept perpendicular to the backboard m a standard basketball installation.

4.17.9 Garages. Detached garages are not permitted unless approved by the ACC.

4.17.10 Exterior Materials. The outside wall structure of the ground floor living area of any dwelling shall be at least eighty

percent (80%) brick, stone, other masonry, stucco, or EIFS; the kind and nature of said brick. Stone, other masonry material, stucco or EIFS must be approved in writing by the ACC. All non-brick stone, other than masonry, stucco or EIFS exposure is limited to the rear elevation of the house, except for dormers. Any stone above the upper plate shall count toward the minimum. Under special circumstances an exception to the masonry requirement may be granted by consent of the ACC. Such an exception may be made only when and if the plans and specifications clearly show the proposed dwelling to meet or exceed all the intended quality and value requirements and when an exterior material other than masonry is clearly an architectural or design necessity.

4.17.11 Roofs. In addition to approval of plans and specifications for the construction of a residence, all proposed roofs must also be approved. Plans and specifications must be submitted to the ACC and approved prior to the construction of the residence or the installation of any roof material. Acceptable roofing materials include but may not be permanently limited to fire retardant red cedar shingles, slate shingles, clay tile, concrete shingles, or grand manor; and composition shingles of high quality and substantial weight currently having a forty (40) year warranty in approved colors only. All roofs must have either copper or pre-painted "w" formed valleys with felt underlayment of not less than thirty pounds (30 lbs.). In addition, all roofs must have at least a 9/12 pitch unless the architectural style clearly calls for a lesser roof pitch.

4.17.12 Windows. All windows on the portion of a residence that faces any street must be constructed with high quality materials and construction and as compatible in color, design and appearance as possible. A divided light or simulated divided light design may be approved. No reflective glass or reflective tinting is permitted on windows.

4.17.13 Easements. No building, pool or pond of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in casements unless approved by the ACC.

4.17.14 Lawns. Lawn sodding must be completed for any Lot on or before occupancy, weather and growing season permitting. If installation of a lawn is delayed due to the dormant season, such installation must be undertaken as soon as is reasonably possible with the beginning of the growing season.

4.17.15 Landscaping. See "Exhibit B" for landscaping requirements.

4.17.16 Clothes Lines. No outdoor clothes lines or similar apparatus shall be allowed.

4.17.17 Outbuildings. Every outbuilding erected on any Lot, including storage buildings, shall generally correspond in style and architecture to that residence to which it is appurtenant, and must be approved in writing by the ACC. The type of roof will be the same as that of the residence on the Lot a larger appurtenant structure such as additional garage or workshop building must conform directly in style, design and exterior materials to the main residential structure. Exceptions may be granted for such special purpose outbuildings as greenhouses but all approved buildings must be of moderate size suited to residential use.

4.17.18 Skateboards. No skateboard or bicycle ramp that is Visible From Neighboring Properties may be constructed on any Common Element or on any Lot.

4.17.19. Pools. Above ground pools shall not be allowed, other than small, moveable children's pools with a capacity of one hundred fifty (15) gallons or less.

4.17.20. Chimneys. All exposed chimneys shall be of masonry construction approved by the ACC and shall have chimney caps specifically designed or manufactured for that purpose.

4.17.21. Exterior Lights. Outdoor lighting fixtured, including, but not limited to, flood lights, security lights, lamp posts, directional lights, landscape lighting and any other yard lighting, must be approved by the ACC and must not be offensive to any adjoining Lot Owners. No public utility-provided "bright lights" or "security lights" are permitted without approval of the ACC. Wooden light posts are prohibited if in view of any street or if Visible From Neighboring Properties.

4.17.22. Waste Disposal Systems. There shall be no septic and/or aerobic waste disposal systems. All houses shall use the City of Chickasha's system.

4.18 Architectural Control Committee.

4.18.1 Approval. Copy of Plans and Specifications Deposited. Lapse of Time Tantamount to Approval. Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of these covenants, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitted the same. In the event the ACC fails to approve or disapprove any plans and specifications which may be

submitted to it within sixty (60) days after submission, then approval will not be required, and this paragraph shall be deemed to have been fully complied with.

4.18.2 Construction; Limitations: Deviations from Plans and Specifications. Construction in accordance with plans and specifications approved by the ACC pursuant to the provisions of this paragraph 4.18 shall be commenced within one (1) year following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as provided in paragraph 4.18.1), and shall be substantially completed within eighteen (18) months following the date of commencement, or within such longer period as the ACC shall approve. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the ACC shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph 4.18 shall again be required. There shall be no deviations from plans and specifications approved by the ACC without the prior consent in writing of the ACC Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

4.18.3 Rules of Architectural Control Committee. The ACC may from time to time adopt and promulgate such Rules regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, or guidelines and establish such criteria relative to architectural styles or details as it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this paragraph 4.18 or any other provision or requirement of the Declaration. The decisions of the ACC shall be final, except that any Owner who is aggrieved by any action or forbearance from action by the ACC may appeal the decision of the ACC to the Board of Directors. A vote of two-thirds (2/3) of the then constituted Board of Directors shall be necessary to overrule a decision of the ACC.

4.18.4 Enforcement: Right to Correct Violations. In the event any dwelling, building, fence, wall or other improvement or structure shall be commenced, erected, or placed upon any Lot otherwise than in accordance with the provisions and requirements of this paragraph 4.18, then the same shall be considered to have been undertaken in violation of this paragraph 4.18 and without the approval of the ACC required herein. Upon written notice from the ACC, such dwelling, building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association

shall have the right through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against the Lot upon which such violation occurred. A statement for the cost thereof shall be rendered to the owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the owner, and may be enforced as provided herein. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph 4.18 or any of the other provisions or requirements hereon, exist on such Lot; however, no such entry and inspection shall be taken without a resolution of the ACC or the Board of Directors, and after reasonable notice to the Owner of such Lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

4.19 Covenants Applicable to Common Areas. The Common Elements are available to, restricted to, members of the Association and accompanied guests (and Declarant, for Common Element improvements). All litter must be placed in litter receptacles. No vehicular parking shall be allowed.

5. Administration and Management; Mandatory Membership. The administration and management of this Real Estate Development shall be governed by these Covenants, Conditions and Restrictions and by the By-Laws of the Association. An Owner of a Lot, upon becoming an owner, shall mandatorily become a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws of the Association. The Association shall have Officers as is provided in the By-Laws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

6. Records: Inspection by Owners and Mortgagees. The Board of Directors shall keep or cause to be kept current copies of the recorded Declaration, the executed By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the Real Estate Development and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

7. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an owner shall be deemed to be responsible for all portions of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the ACC or the Board of Directors, or the ACC or the Board of Directors may, at its discretion, mow said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner. Any such maintenance or repairs to Common Elements caused by an Owner or

owner's guests performed by the ACC or the Board of Directors shall be known as Default Maintenance.

8. Association's Maintenance. Operation. Repair and Alterations Responsibility. The Association shall be responsible only for the maintenance, operation and repair of the Common Elements.

9. Compliance with Provisions of Declaration, By-Laws and Rules. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owners or in a proper case, by an aggrieved Owner.

10. Voting Rights in the Association. Voting in the Association or as to any Amendment to this Declaration shall be on a per Lot basis. The Declarant shall have three (3) votes for each Lot owned by it, developed or not. All other Owners shall have one (1) vote per Lot owned.

11. Revocation or Amendment to Declaration: Amendment of Undivided Interest in Common Elements. This Declaration shall not be revoked unless all of the Owners unanimously consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of ninety percent (90%), or more, of the Lots consent and agree to such amendment by instruments) duly recorded. However, Declarant may amend this Declaration at any time.

12. Assessment for Common Expenses.

12.1 Obligation to Pay Pro-rate Share. All Owners of Lots shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of Directors of the Association to meet the Common Expenses.

12.2 Assessment Due Date. Beginning with the conveyance of each Lot from the Declarant to any owner, assessments for the estimated Common Expenses shall be due annually in advance unless another date is specified by written notice from the Board of Directors. In the event the ownership of a Lot commences on a day other than the beginning of a year, the assessment for that year shall be prorated.

12.3 Fixing Assessments: Adjustment. For the purpose of fixing and determining the annual assessments or charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. If the Board of Directors fails to set the annual assessment or charges, the

then current assessment or charge shall be in effect until changed by the Board of Directors. The Board of Directors may from time to time during each year may reasonable adjustments in said assessment and may adjust the frequency of payments. The initial assessment shall be \$600.00 per year per Lot.

12.4 Special Assessments for Capital Improvements: Majority Assent; Notice. In addition to the annual assessments hereof, the Board of Directors 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 cost, repair, or replacement of a described capital improvement, including the necessary fixtured and personal property related thereto.

12.5 Basis of Common Expenses: Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements responsibilities of the Association. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Directors for the Association may from time to time and at any time increase, pro rate, the yearly assessments set forth in this paragraph.

13. Owner's Personal Obligation for Payment of Assessments.

13.1 Non-Exemption From Payment: Board Responsibility to Collect: interest. Costs, and Attorney Fees: Suit: notice to Mortgagee. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of default by an owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%) per annum, or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine the amount of the assessment from due date thereof, together with all expenses, shall include attorney's fees incurred to collect such assessment together with late charges as allowed by the By-Laws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Grady County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same.

13.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant.

13.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements which the Association

may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

14. **Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment.** All sums assessed but unpaid for dues and the share of Common Expenses chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot (2) judgments entered in a Court of record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialman's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment, and (5) mechanic's and materialman's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Grady County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

15. **Assessments Collectible Upon Sale.** Upon the sale or conveyance of a Lot all unpaid assessments against the seller-Owner for his pro rata share of the Common Expenses, including interest, and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

15.1 Dues, assessments, liens and charges for taxes past due and unpaid on the Lot;

15.2 Judgments entered in a Court of record prior to the date of Common Expense assessment;

15.3 Mortgage instruments of encumbrances duly recorded prior to the date of such assessments;

15.4 Mechanic's and materialman's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and Mechanic's and materialman's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made.

In a voluntary conveyance of a Lot, the grantee or grantees of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the latter for his or their share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the manager of Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

16. Mortgaging a Lot Property; Mortgage Subject to Declaration; Mortgagee in Title: Unpaid Assessment. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lien holder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically exempted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Owners of all of the Lots, including such acquirer, his successors and assigns.

17. Insurance.

17.1 Master Policy; General Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors), of fire, lighting, extended coverage, vandalism and malicious mischief, all risk, agreed amount and inflation guard endorsement and replacement cost covering the Common Elements (except land, foundation, excavation and other items

normally excluded form coverage), including fixtures and building service equipment to the extent they are part of the Common Elements, as well as common personal property and supplies, and, if required by law, worker's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the Real Estate Development and the Association's administration thereof in accordance with the following: The name of the insured must be stated in form and substance similar to the following: "The Homes at Redbud Ridge Homeowner's Association, Inc.", for use and benefit of the individual owners. Such policy must contain the standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to "The Homes at Redbud Ridge Homeowners Association, Inc." The Association may obtain a policy with reduced coverage should the coverage described above prove to be economically unfeasible.

The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least One Million Dollars (\$1,000,000) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. The Association may obtain a policy with reduced coverage should the coverage described above prove to be economically unfeasible.

17.2 Named Insured. The Master Policy shall be purchased by the Association naming the Association as the insured.

17.3 Fidelity Insurance. The Board of Directors may also obtain and maintain fidelity insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (ii) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

17.4 Errors and Omissions. The Association may also carry an officers and directors errors and omissions policy at the expense of the Association.

17.5 Insurance for Lot Owner. Each Owner shall be required to obtain insurance, at his own expense, on his Lot and improvements thereon, and on all structures, contents, furnishings and decorations and other items of personal property belonging to an Owner. Casualty and public liability insurance coverage within each Lot are specifically made the responsibility of the owner thereof.

18. Eminent Domain.

18.1 Acquisition of All or Substantially All of a Lot. If a Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Lot owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Lot Owner and mortgagees, if any, as their interests may appear, for the Lot and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Lot's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Lots in proportion to the respective interests, votes, and liabilities of those Lots before the taking.

18.2 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the award not used for restoration or repair of the remaining Common Elements among the Lot Owners in proportion to their respective Common Element interests before the taking.

18.3 Association to Represent Owners. The Association shall represent the Lot owners in any condemnation-proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

19. Registration of Mailing Address of Lot Owners. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

20. Period of Ownership. The Real Estate Development created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

21. General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Elements and of the Real estate Development and for the best interest of the Lot Owners and the Association in order to serve the entire Real Estate Development.

22. **Waiver Clause.** Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration, so long as said waiver, variance or exception is approved by the Declarant.

23. **General.**

23.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

23.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the By- Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

23.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

23.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

23.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Real Estate Development and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

23.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

23.7 Enforcement at Law or In Equity: Notice to Mortgagee of Uncured Default. The Association, or any Owner or Declarant, so long as Declarant has a record interest in the Real Estate Development, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof. The Association or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration or the By-Laws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Lot Owner of any

obligation under the Real Estate Development documents which is not cured within sixty (60) days.

23.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is the prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

23.9. Special Amendment. Declarant hereby reserves and is granted the right and power to amend this Declaration at any time while Declarant has ownership of any Lot. Declarant and its successors may also record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and improvements thereon. In furtherance of the forgoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot and improvements thereon or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot and improvements thereon.

23.10 Future Additions. Although this Declaration includes only the real property described on the attached "Exhibit A", it is the intention of the Declarant to develop additional areas in the same section of land which will be complementary in concept to this Declaration, and which additional areas will provide additional owners as members of the Association. The Declarant, its successors and assigns, shall have the right to bring within the scope of the Declaration such additional areas as the Declarant shall choose, in its sole discretion. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, herein called "Supplementary Declaration" with respect to the additional property which shall extend the regime of the covenants and restriction of this Declaration to such property. Such Supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in this

Declaration as may be necessary, in the sole discretion of the Declarant, to reflect the different character, if any, of the additional properties.

IN WITNESS WHEREOF, the undersigned have executed these presents on the _____ day of _____, 2021

By _____

STATE OF OKLAHOMA)
COUNTY OF GRADY) ss

The foregoing instrument was acknowledged before me this _____ day
of _____, 2021 by _____,
_____.

Notary Public

My Commission Expires:

Commission No.

“EXHIBIT A”
LEGAL DESCRIPTION

“EXHIBIT B”

A. GENERAL.

In order to assure all residents of the Homes at Redbud Ridge that the community will continue to be an attractive and pleasant place to reside, the ACC requires a landscape plan for all new residential construction. Each homesite must have a minimum landscaping budget of \$3,500. The landscape plan will be required for review at the same time that the final plans are reviewed. The landscaping work shall be completed by homebuilder or professional landscape company by issuance of the Certificate of Occupancy for the improvements.

B. CONCEPTS.

The ACC requests that each owner become familiar with these Guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

- Provide landscaping to enhance the beauty of the homesite and improvements while providing continuity between the improvements and surrounding vegetation.
- Promote aesthetically pleasing environments throughout the entire community. Both front and rear landscapes are vitally important. Front lawn areas shall have a minimum of two trees, one of which must be a Redbud and additionally, foundation/patio area plantings as approved by the ACC.
- Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.
- Cooperation with this program to enhance the beauty of Development will be appreciated.

C. OBJECTIVES.

All homesites, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography, and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

- **Beautify.**

- a) Soften vertical structures from the horizontal ground plane, with foundation plantings of sufficient density and sized to break the line between ground plane and structure.
- b) Soften the impact of corners and broad wall areas with vertical and spreading foliage.
- c) To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different size and textures in natural groupings is a preferred alternative.

- **Screen.** Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

- **Restoration.** Restoration of a site due to construction.

- **Drainage.** It is the responsibility of each owner to handle surface water on the homesite to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with the Development's master drainage plan.

- **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

- **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

- **View.** Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by starting at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new

points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

D. PLANS.

1. **Landscaping.** The landscaping plan should graphically illustrate location, lot number, adjoining lot border lines, nearest structure lines on adjoining homesites, sizes of plant material, lawn, mulched areas, and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant:
 - Common name
 - Plant height at time of planting (2 gallon minimum)
 - Plant qualities
 - Identify grass and mulched areas
2. **Features and Surface.** All existing site features such as roads, walks, structures on adjoining homesites, bike paths, walls, etc. are to be graphically noted on the Landscape Site Plan. All surface material are to be noted (as to whether they are concrete, grass, planting beds, etc.). Texturing or other surface treatment of concrete paving it to be indicated and should include color presentation.
3. **Sod Requirements** All lawn areas must be covered with sod.
4. **Tree Requirement.** A minimum of two (2) trees is required in the front yard, one of which must be a Redbud. Trees planted under this requirement must be a minimum size of 2" caliper. Trees and shrubs must be planted in accordance with the approved plan within the time frame outlined in Section V.A.
5. **Irrigation.** All homesites are strongly encouraged, while not required, to have underground, automatic timer-controlled irrigation system to adequately irrigate all planting beds and grassed areas of the homesite. Spray should be contained to the homesite. The ACC may require relocation or redirection of spray if adjacent homesites, streets are affected. The ACC is not responsible for the system's performance or function. The ACC shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved irrigation systems.