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**AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARRINGTON POINTE I, CARRINGTON POINTE EXTENDED, &
CARRINGTON POINT II**

Carrington Pointe Development, LLC (the "Developer"), as the owner of all of the real estate upon which was platted the following additions (collectively the "Subdivisions" and each individually a "Subdivision"):

*Carrington Pointe I, an addition to the City of Owasso, Tulsa County, State of Oklahoma,
According to the recorded Plat No. 6364 thereof.*

*Carrington Pointe Extended, an addition to the City of Owasso, Tulsa County, State of
Oklahoma,
According to the recorded Plat No. 6602 thereof.*

*Carrington Pointe II, an addition to the City of Owasso, Tulsa County, State of Oklahoma,
According to the recorded Plat No. 6702 thereof.*

desires to establish a compatible, cohesive system of development for, and preserve the character of, the Subdivisions.

Developer has determined that the covenants, conditions and restrictions of each of the Subdivisions should be clarified, modified and amended to address situations and circumstances not already adequately covered.

Developer has further determined that the clarifications, modifications and amendments contained herein would not have a material and adverse effect on the marketability of lots in the Subdivisions.

NOW, THEREFORE, the Developer, to effectuate the goals of establishing a compatible, cohesive system of development for, and preserving the character of, the Subdivisions, does hereby amend the Covenants, Conditions and Restrictions of each of the Subdivisions to read as follows:

ARTICLE I

1.1 Public Streets and Utility Easements. The Developer dedicates to the public, for public use forever, the easements and right-of-ways as shown on Plat Nos. 6364, 6602 and 6702 for the several purposes of constructing, maintaining, operating, repairing and replacing any and all streets and public utilities, including but not limited to, storm and sanitary sewer lines,

communication lines, electric power lines, cable television lines, transformers, pedestals, gas and water lines, together with all fittings and equipment for each such facility and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and right-of-ways for the uses and purposes thereof.

1.2 Underground and Electric and Communication Service. In connection with the installation of underground electric, telephone and cable television services, all lots are subject to the following:

- A. Lines for the supply of electric service, telephone and cable television service must be placed underground. Street light poles or standards may be served by underground cable, and elsewhere throughout the addition, all supply lines shall be located underground in the easement ways reserved for general utilities and streets shown on the plat. Service pedestals and transformers as sources of supply at secondary voltages may be also located in such easement ways.
- B. Underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.
- C. The supplier of electric, telephone, and cable television service, through its proper agents and employees, shall at all times have the right of access to all such easement ways shown on the plat or provided for in this dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, or cable television so installed by it.
- D. The owner of each lot shall be responsible for the protection of the underground electric, telephone and cable television facilities located on such owner's property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone or cable television facilities such utility company will be responsible for ordinary maintenance of underground electric, telephone, or cable television facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner, its agents or contractors.
- E. The foregoing covenants concerning underground electric, telephone, and cable television facilities shall be enforceable by the supplier of electric, telephone or cable television service, and the owner of each lot agrees to be bound thereby.

1.3 Underground Gas Service. Underground service lines to all homes may be run from the nearest service connection to the point of usage determined by the location and construction of the home; provided, that upon the installation of such a service line to a home, the supplier of gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot (5') strip extending 2.5 feet on each side

of such service line, extending from the service connection to the service entrance on the home. All gas meters shall be physically located at or near the service entrance to the home.

- A. The supplier of gas service, through its proper agents and employees, shall at all times have right of access to all such easement ways shown on the plat, or provided for in this dedication, for the purpose of installing, maintaining, removing or replacing any portion of said underground gas facilities so installed by it.
- B. The owner of each lot shall be responsible for the protection of the underground gas facilities located on its lot and shall prevent the alteration of grade or any construction activity which may interfere with said gas facilities. The supplier of gas services will be responsible for ordinary maintenance of underground gas facilities, but such owner will pay for damage or relocation of such facilities caused by acts of such owner or its agents or contractors.
- C. The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the owner of each lot agrees to be bound hereby.

1.4 Water, Sanitary and Storm Sewer. The owner of each lot shall be responsible for the protection of the public water mains and sanitary/storm sewer facilities located on such owner's lot and shall prevent the alteration of grades from the original contours or any construction activity which may interfere with said facilities. Said alteration of grade restrictions shall be limited to easement areas.

- A. Rural Water District No. 3, Washington County, or as the case may be, shall be responsible for ordinary maintenance of its public water line mains and facilities, 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. Rural Water District No. 3, Washington County shall have the right to access with its equipment all easement ways shown on the plat for installing, maintaining, removing or replacing any portion of its underground water line facilities. The foregoing covenants concerning water line facilities shall be enforceable by Rural Water District No. 3, Washington County, and the owner of each lot agrees to be bound hereby.
- B. Lots 28 and 29, Block 5 of Carrington Pointe II include Utility Easements (U/E) where water lines will be located. These easements are located adjacent to the side lot lines of the respective lots and are in areas where water lines are not commonly constructed. Said U/E in these locations shall remain free and clear of trees, structures, fencing and/or other obstacles that would interfere with the District's ability to access said U/E.

1.5 Landscape and Paving Repair The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-ways which would potentially endanger,

threaten, or harm any utilities located within said easements or right-of-ways. If it is determined that any trees or shrubbery located within said easements or right-of-ways are damaging or endangering utilities in said easements or right-of-ways, the utility provider shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

1.6 Reserve Areas. Reserve areas 'A' and 'B' of Carrington Pointe I will be for utility and landscape easements. Reserve areas 'C' and 'D' of Carrington Pointe I will be for storm water drainage facilities, utility easements and Washington County RWD No. 3 easements. Reserve area 'D' of Carrington Pointe I may be used for a public trail. The location of the public trail will be determined at a future date. These reserve areas will be deeded to and maintained by the "Carrington Pointe Homeowners' Association" and construction within the reserve areas shall be in accordance with the current standards and specifications of the City of Owasso. No wall, fence, building or other structure shall be placed or maintained in the reserve areas unless it is voted and approved by the Association with the approval of the City of Owasso, nor there be an alteration of grade or contours in the reserve areas unless approved by the City of Owasso. No landscaping features (trees, shrubbery, walls, ponds, flower beds, etc.) shall be constructed within ten (10) feet of existing or new Washington County rural water district No. 3 water lines. The "Carrington Pointe Homeowners' Association" shall be responsible for the repair and replacement of any landscaping features and paving located within sewers, electric, natural gas, telephone, or cable television service. If it is determined that any landscaping features located within the reserve areas are damaging or endangering utilities within the reserve areas, the utility provider shall have the right to remove said landscaping features upon five (5) days' notice thereof at the Carrington Point Homeowners' Association" expense or within such time "Carrington Pointe Homeowners' Association" may remove same.

1.7 Drainage Easement. The Developer does hereby dedicate to a public perpetual easement on, over and across lots 56 & 57, Block 3, Carrington Pointe I Extended, shown on Plat No. 6602 as "D/E" for the purpose of permitting the overland flow, conveyance, and discharge of stormwater runoff from the various lots within the subdivision and for the purposes of constructing, maintaining, repairing, removing and replacing storm sewers, and any appurtenances thereto, with the rights of ingress and egress to and upon the drainage easements for the uses and purposes stated.

- A. Drainage facilities located within drainage easements shall be constructed in accordance with standards and specifications approved by the City of Owasso, Oklahoma, or its successors.
- B. No fence, all or building or other obstruction shall be places or maintained in the drainage easement nor shall there be any alteration of grade in the easement areas unless approved by the Department of Public Works of the City of Owasso, Oklahoma, provided the planning of turf shall not require the approval of the Department of Public Works.
- C. The above ground area of the drainage easement shall be maintained by the owner of the lot within which line easement is located, and maintenance shall be in accordance with the standards prescribed by the City of Owasso,

Oklahoma. In the event the owner fails to properly maintain the drainage easement or, in the event of the placement of an obstruction within a drainage easement, or the alteration of grade therein, the City of Owasso, Oklahoma, or its designated contractor may enter the easement and perform the maintenance necessary to achieve the intended drainage functions and may remove any obstruction or correct any alteration of grade, and the costs thereof shall be paid by the owner. 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 of Owasso, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot. A lien established as above provided may be foreclosed by the City of Owasso, Oklahoma.

ARTICLE II

RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

2.1 Dwellings. Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the subdivision.

- A. Dwelling Size. All single story dwellings shall have a minimum living space of at least 1400 square feet. Dwellings in excess of a single story shall have a minimum living space of 1800 square feet with a minimum of 1400 square feet on the first floor. Square footage shall be computed on measurements over frame of the living space, exclusive of porches, patios and garages.
- B. Masonry. All dwellings shall have at least eighty percent (80%) of the exterior walls thereof comprised of brick or stone. The front exterior walls of the dwelling shall be one hundred percent (100%) comprised of brick or stone to the first floor plate line; provided however, that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. On corner lots, there shall be a wainscot of masonry along the side of the house that faces the street. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. In particular cases, the developer reserves the right to permit EIFS or stucco or similar exterior construction material in lieu of brick or stone.
- C. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
- D. Patio Covers. All patio covers shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
- E. Driveways. All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width on front entry and fourteen (14) on side entry and shall extend to the edge of the street surface material.
- F. Mailboxes. All mailboxes will use masonry enclosures/structures matching masonry used on the house exterior.

- G. Roof Pitch; Materials. The roof of the dwelling shall have a pitch of at least 6/12 on main roof span and front gables. Roof materials shall be Heritage II or equal composition shingles and shall be dark earth tone in color to resemble weathered wood.
- H. Sodding; Landscaping. Upon completion of construction of any residence, the owner shall be responsible for carefully reestablishing the final grade of the lot area to permit the free flow of stormwater. The lot area shall be fully sodded up to the edge of the street surface material. The entire yard of each lot shall have a professional landscape package installed in the front yard upon completion of any residence.
- I. Windows. All windows will be vinyl or wood construction.
- J. Chimneys. No visible chimneys will be allowed unless constructed with masonry.
- K. Exterior Colors. All exterior paint schemes shall be approved by the Developer or the Majority of the Board of Directors prior to application on the house. If the paint colors are the same as before, they do not require approval.

2.2 Approval of Plans. For the purpose of further ensuring the development of the subdivision as an area of high standards, the Developer or the Architectural Review Committee reserves the power to approve the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer or the Architectural Review Committee shall deem necessary and proper. In its review of plans or consideration of any request for waiver herein authorized.

- A. The Developer or Architectural Review 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 of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval, or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Developer or Architectural Review Committee is herein authorized to grant the waiver and the Developer or Architectural Review Committee did, in fact, grant the waiver. It is the responsibility of each lot owner, and not the Developer or Architectural Review Committee, to ensure that such owner's grantor and/or builder has caused the subject lot, and all improvements thereto, to be in full compliance with all relevant covenants and restrictions imposed upon the subdivision.
- B. The respective owner of each dwelling and the owner's builder shall be responsible for all structural design, geotechnical design, grading, drainage, and all other structural aspects of the dwelling independent of the Developer, the Developer's engineer and/or the Architectural Review Committee. Said owner and builder shall construct all aspects of the dwelling in accordance with all federal, state, and the City of Owasso building codes.

2.3 Setback Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the setback lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or setback

lines shown on the accompanying plat, the minimum building setback lines for dwelling or other outbuilding structures shall be:

Front Yard: 25 Feet
Side Yard: 5 Feet
Other Side Yard: 5 Feet
Back Yard: 20 Feet

2.4 Fences. The following restrictions shall pertain to fencing: No fence or wall shall be erected, placed or altered on any lot nearer the street than the minimum setback lines established herein. No fence shall be erected on any lot closer to any street than the main street that the main structure without the written approval of the Developer or the Architectural Review Committee, and no fence on any lot shall exceed six (6) feet in height without the written approval of the developer. No fences shall be constructed on overland drainage easements or upon walkway or access easements which in the opinion of the developer would impair or hinder the intended use thereof.

In addition to all fencing restrictions set forth in the paragraph above, the following fencing restrictions shall apply to all lots:

A. No chain link or PVC fences shall be allowed with the exception of vinyl coated chain link with ranch rail supports. The developer or the Association reserves the right to enter upon such lots in order to maintain, repair such fencing in a manner which the developer or the Association, in its sole discretion, believes to be reasonable and appropriate, and the cost thereof shall be charged back to the lot owners as a lien and shall be governed by paragraph 4.2 thereof.

2.5 Outbuildings. No outbuildings shall be allowed. However, the Developer or the Majority of the Board of Directors may allow, under their sole discretion: pool houses, decorative gazebos, or other structures.

2.6 Antennae. No television, radio, or other antennae or reception devices, other than an eighteen (18) to twenty-three (23) inch or small television satellite dish, shall be constructed or maintained on any lot without the written approval of the Developer or the Architectural Review Committee.

2.7 Landscaping. Each builder or homeowner will be responsible for adequate landscaping in order to maintain the exterior appearance of their homes. Each homeowner shall be responsible for keeping their landscaping in adequate condition which includes keeping weeds and grass out of the landscaping and flower beds, removing dead trees and plants, and maintaining any covering or structures in or around the landscaping.

2.8 Pools. No above ground pools will be permitted.

2.9 Obstructions/Traffic Hazard. No obstructions shall be placed in street intersection sight triangles that would pose a traffic hazard.

ARTICLE III LOT USE AND RESTRICTIONS

3.1 Lot Use. Lots shall be used only for residential single-family purposes. No residential lot shall be used for any business which creates foot traffic or vehicle traffic, or display any advertising for a business, no more than three garage sales per year, commercial or manufacturing purpose; provided, however, the developer may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the developer's sole discretion. No residential lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the developer may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No dwelling constructed elsewhere shall be moved into the Subdivision. No mobile home shall be moved into or be present in the Subdivision, except that the developer or its designee(s) may use such as a mobile home as a temporary sales office. No residence shall be temporarily rented out for periods that are less than a month at a time such as renting through VRBO, HomeAway, Airbnb, or any other type of rental business that has been incorporated or should be incorporated.

3.2 Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a residential lot. Activities expressly prohibited on residential lots are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

3.3 Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any residential lot except for domesticated dogs and cats only. Provided, however, that no more than two (2) adult dogs shall be maintained on any residential lot. Excessive barking by any dog shall, in the sole opinion of the developer or the majority of the Board of the Association, be deemed a nuisance and immediately subject the dog to impound and the owner thereof to a fine in an amount levied by the Associations' Board of Directors. The amount of such fine shall become a lien upon the owner's lot and governed by paragraph 4.2 hereof. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. No kennels are permitted. All animals must be fenced in or kept on a leash. Animals shall not be permitted to roam on the reserve areas, and at the option of the developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

3.4 Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or

rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets or other property. The Developer and/or the Architectural Review Committee shall have the right to cause its agents or designees to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Developer or the Architectural Review Committee. The cost of such maintenance shall become a lien upon such lot and governed by paragraph 4.2 hereof.

3.5 Wind Generators and Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Developer or the Architectural Review Committee.

3.6 Clothes Lines. The drying of cloths in public view is prohibited.

3.7 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted.

3.8 Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

3.9 Vehicles. No vehicle, motorcycle, off road motorcycle, motor bike, recreational vehicle, trailer, boat, or recreational watercraft, whether or not operable (collectively referred to as "vehicles") shall be kept, parked, stood or stored on any yard or grass. Residents' vehicles shall be kept in a garage. Residents' vehicles (or vehicles under their dominion and control) shall not be parked or stood in any street for more than 24 hours during any 48 hour period. It is intended that lot owners keep their respective garages free from clutter and debris so that garages may be consistently used for the parking and/or storage of vehicles.

3.10 Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, unless approved in writing by the Developer. The Developer, or its designees, may display such signage as the Developer, in its sole discretion, deems necessary for the promotion, sales and/or rental of property owned by the Developer or its designees.

3.11 Waste. No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. No burning of trash shall be permitted. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street. All residential waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

3.12 Water Service. Potable water shall be purchased from Rural Water District No. 3, Washington County or its successors and assigns.

3.13 Sanitary Sewer Disposal. Sewage shall be disposed of through the City of Owasso Sanitary Sewer System.

3.14 Drainage. 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 lot owner shall construct, or permit be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot.

3.15 Compliance with Code. All residential lots are subject to the uses, restrictions and requirements of the City of Owasso.

ARTICLE IV PROPERTY OWNERS' ASSOCIATION

4.1 Property Owners' Association. A property owners' association, known as "Carrington Pointe Homeowners' Association," (the "Association") an Oklahoma not-for-profit corporation, has been or shall be established pursuant to 60 O.S. 1991, § 851, et seq., to maintain the entryways, common areas and the reserve areas in the Subdivisions and for such other purposes as shall be deemed advisable. The Association shall adopt by-laws setting forth matters concerning the Association's governance and rules and regulations consistent with these Covenants, Conditions and Restrictions for the Subdivisions. All lawful acts, if any, of the Association, made under and pursuant to its certificate of incorporation and by-laws shall be binding upon the lots contained in the Subdivisions and the owners thereof. For purposes of clarity, the Association shall serve the additions of Carrington Pointe I, Carrington Pointe Extended, and Carrington Pointe II and shall be the only property owners' association established for each of those named additions. Membership in the Association shall consist of all owners of lots in the Subdivisions and all owners of such additional property designated by the Developer. In matters involving voting, the owners shall be entitled to one (1) vote per each platted full lot, regardless of the number of the owners thereof and no fractional votes will be permitted.

4.2 Assessments. In addition to any assessments otherwise specifically authorized herein, the Association shall make annual assessments ("Annual Assessments") for anticipated maintenance, upkeep and other expenditures. For the year of 2021, the assessment will be \$200.00 per lot. Annual Assessments for years after 2021 may be increased by up to ten percent (10%) per year by action of the Board of Directors of the Association. Increases in annual assessments exceeding ten percent (10%) of the prior year's assessment must be approved by the affirmative vote of 2/3 of the total owners of lots in the subdivision cast at a meeting called in accordance with the bylaws of the Association. If the required quorum is not present at such meeting, subsequent meetings may be called and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Any assessments which are not paid when due, shall be delinquent and subject to the enforcement provisions herein. In addition, if the assessment is not paid within thirty (30) days

after the due date, a late fee of \$25.00 shall be assessed and, in addition, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum, or the maximum allowed by Oklahoma law. Any Annual Assessment, or any assessment otherwise authorized hereunder or under the authority of the bylaws of the Association, shall become a lien upon the separately or commonly owned lots, parcels or areas of defaulting owners or members, which lien may be foreclosed in any manner provided by law and the lot owner or owners shall be responsible for all costs and attorney's fees incurred by the Association in connection with such suit. No lot owned by the Developer shall be subject to Annual Assessments.

ARTICLE V DEVELOPER'S RESERVED RIGHTS

5.1 In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of "Carrington Pointe Development, L.L.C.," "Carrington Pointe I Development, L.L.C.," the Deed of Dedication, this Declaration or the Association documents, Developer shall also have the rights and powers set forth in this article. Anything in this Declaration or the Association documents to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided in this article, the provisions of this article shall terminate and be of no further force and effect from and after such time as Developer is no longer vested with or controls title to any lot or property within the subdivision.

5.2 Promotion of Carrington Pointe. In connection with the promotion, sale or rental of any improvements upon any property in the subdivision: (A) Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, or to such property as developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales, or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and (B) Developer and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

5.3 Construction on the Property Within the Subdivision. Developer is hereby granted the right and power to make such improvements to any property within the subdivision as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors' access to and upon such property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such property and the right to store construction equipment and materials on such property without the payment of any fee or charge whatsoever.

5.4 Developer Control of Association. The Developer shall be in sole and complete legal control of the Association from the inception thereof until such time as the Developer

relinquishes control thereof as set forth herein. The date on which Developer's rights under this section 5.4 shall terminate shall be referred to as the "Turnover Date." The first and all subsequent boards prior to the Turnover Date shall consist of those persons designated by Developer. Developer's rights under this section to designate the members of the board shall terminate on the first to occur of (A) such time as Developer no longer holds or controls title to any lot in the subdivision or (B) the giving of written notice by Developer, to the Association's board, of the Developer's election to terminate such rights. From and after the turnover date, the board shall be constituted and elected as provided in the Association bylaws. Prior to the turnover date all of the voting rights of the owners shall be vested exclusively in Developer. The owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such owners' lots shall nevertheless be subject to assessment. The Developer, upon request, shall supply such owners with an annual accounting of the manner in which collected assessments have been spent.

5.5 Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Developer under this declaration.

ARTICLE VI PRUDENTIAL CONSIDERATIONS

6.1 Enforcement. Enforcement to restrain or to recover any damages for violation of the covenants may be brought by the Developer, or one or more owners of any lot or lots having any interest therein, whether acting jointly or severally, or the Association. The Developer and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

6.2 Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in the additional shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof, the Developer or the Association, if the prevailing party, shall be entitled to an award of attorneys' fees to be taxed as costs.

6.3 Special Assessments. In the event that the owner of any lot shall violate any covenant herein the Board of Directors of the Association or the Developer shall have the right to enter upon said parcel and to remedy the violation. The cost for curing the violation shall thereupon be assessed against the lot and, if unpaid, shall be a lien on such lot, which may be foreclosed as contained herein.

6.4 No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any 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.

6.5 Waiver of Right of Recovery. Each owner shall be responsible for obtaining insurance coverage for the risk of bodily injury and physical loss or damages of any kind to his and his invitees' personal property, including, but not limited to, any personal property stored or located on property within the subdivision and with respect to his home. The Association and each owner hereby waive and release any and all claims which they may have against any owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, for damage to the lots, or the homes, or to any personal property located in the lots, or the homes, caused by fire, flood or other casualty, to the extent that such damage is insurable by fire, flood or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against any owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents.

6.6 Severability. Invalidation of any one of the covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

6.7 Disclaimer of Warranty. Except as expressly provided in writing, Developer makes no warranty, express or implied, regarding the subdivision or any improvement in the subdivision, the sufficiency of utilities, the stormwater management design, the workmanship, design or materials used in every improvement, including without limitation the common areas and including without limitation any express or implied warranty of merchantability, liability, fitness or suitability for any particular purpose or use of any warranty of quality.

6.8 Binding Effect; Amendments. These Covenants, Conditions and Restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, the Developer reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:

- A. This Declaration may be amended unilaterally by Developer at any time (I) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (II) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (III) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration; (IV) to correct errors and make clarifications or additions in this Declaration; or (V) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to

Developer to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at the Turnover Date.

- B. In General. After the turnover date, this declaration may be amended by: i) an instrument executed by the owners of at least two-thirds (2/3rds) of the platted lots; or ii) the affirmative votes of 2/3 of the total owners of platted lots in the subdivision cast at a meeting called in accordance with the bylaws of the Association. If the required quorum is not present at such meeting to vote, subsequent meetings may be called and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other person holding liens on any lot and such mortgagees and other lien holders shall not be requested to join in any amendment to this declaration.

ARTICLE VII ARCHITECTURAL REVIEW COMMITTEE

7.1 Committee. An Architectural Review Committee will be formed to review additional design requests from builders/owners. This committee will suggest/control aspects of construction that will include, but not be limited to roof shingle color, exterior paint color, out-building design conformance, standard exterior street lighting, television reception devices, fencing, building materials usage, etc. Until the Turnover Date, the Developer shall have the right to designate the members of the Architectural Review Committee. After the Turnover Date, the Architectural Review Committee shall be comprised of members of the Association as set forth in the bylaws of the Association.

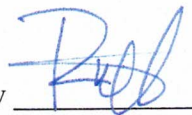
7.2 Trash Receptacles. During construction all debris, trash, containers, or packing materials will be discarded in receptacles approved by the Architectural Review Committee.

7.3 Concrete Disposal. Developer will designate a concrete washout area that will be the only area used for cleanup of concrete trucks/mixing equipment.

[signatures on following page]

IN WITNESS WHEREOF, Carrington Pointe Development, LLC, hereby executes this Second Amendment to the foregoing Declaration of Covenants, Conditions and Restrictions on August 24, 2021.

Carrington Pointe Development, LLC

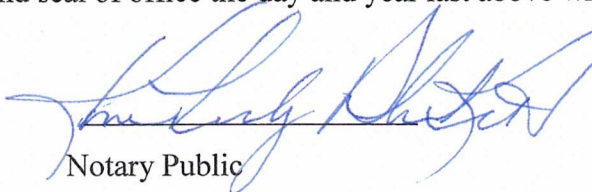
By 
Ronald E. Staggs, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

24 Before me, the undersigned, a Notary Public in and for said County and State, on this day of August, 2021, personally appeared Ronald E. Staggs, 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 corporation, for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires:

12/16/22

