



**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is on the day indicated below by Gold Team Realty Group, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Declarant."

**RECITALS:**

A. Declarant is the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as follows:

All of Wind River Crossing, a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

which is hereinafter referred to as "Wind River Crossing;"

B. Declarant is presently improving and developing lots within Wind River Crossing for the construction of single-family residential dwelling units;

C. Declarant will construct on the Common Areas, as hereinafter defined, a private street or streets, parking areas, screening walls and fences, drainage facilities, landscaped areas and an entrance and gatehouse for the use and enjoyment of the owners of the lots within Wind River Crossing; and

D. Declarant will convey the lots within Wind River Crossing subject to the Plat and Deed of Dedication of Wind River Crossing and to certain easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Wind River Crossing. These easements, covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Wind River Crossing Homeowners Association, Inc., a corporation, and its successors and assigns.

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Section 2. "Wind River Crossing" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Common Areas" as used herein shall mean that portion of Wind River Crossing owned by the Association together with all improvements which may at any time hereafter be situated thereon, which Common Areas are specifically described as follows:

Reserve A and Reserve B on the subdivision map of Wind River Crossing; all private streets, the landscape and fencing easements on the subdivision map of Wind River Crossing, including the area on which the entrance and security gate will be located; all fencing, walls, and landscaping within Reserve "A" and within the landscape and fencing easements; all drainage and detention easements and facilities; all common areas depicted upon the Plat; and such other areas as may be later conveyed to the Association for the common use and benefit of the residents of Wind River Crossing.

Section 4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded subdivision map of Wind River Crossing with the exception of the Reserve "A."

Section 5. "Member" and "Members" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Wind River Crossing, including contract sellers, but excluding others having an interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Gold Team Realty Group, L.L.C., an Oklahoma limited liability company.

Section 8. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

## **ARTICLE II** **MEMBERSHIP**

The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within Wind River Crossing. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within Wind River Crossing. Ownership of a Lot shall be the sole qualification for membership.

**ARTICLE III**  
**VOTING RIGHTS**

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; provided, however, when one or more persons or entities hold such interest or interests in any Lot, although all of such persons or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

CLASS B. The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot in which it holds the interest required for membership by Article II; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership; or
- b. on the 1st day of January, 2025.

**ARTICLE IV**  
**PROPERTY RIGHTS**

Section 1. Members' Easements of Enjoyment. Every Member shall have the right to use and enjoy the Common Areas and all improvements constructed thereon. Such right shall be appurtenant to and shall pass with the title to every Lot within Wind River Crossing, subject, however, to the following provisions:

- a. The right of the Association, in accordance with its Certificate of Incorporation and By-Laws, which requires a majority approval of the Members, to borrow money for the purpose of improving the Common Areas and facilities and improvements constructed thereon and in aid thereof to mortgage such property. In the event such property should be so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Areas shall be subject and subordinate to the rights of the mortgagee therein.
- b. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, in which such Members evidence their agreement to such

dedication and transfer, provided, however, the votes of Members whose Lots are subject to a mortgage shall not be counted in determining such two-thirds (2/3) vote unless the holder of such mortgage shall assent to such dedication and transfer in an instrument properly executed and recorded.

Section 2. Delegation of Use of Common Areas. Any Member may delegate, in accordance with the By-Laws of the Association, such Member's right of enjoyment to the Common Areas and facilities and improvements situated thereon, to the members of his or her family or contract purchasers who reside in Wind River Crossing.

Section 3. Rentals of Lots. An Owner who leases a Lot and/or residence within Wind River Crossing to any third-person shall be responsible for ensuring compliance by the third-person with all of the provisions of this Declaration, and shall be jointly and severally responsible for any violations by such third-person. The rental or lease of any Lot or residence within Wind River Crossing for a period in excess of one (1) month shall require the approval of the Association.

Section 4. Title to the Common Areas. The Declarant hereby covenants for itself, its heirs, successors and assigns, that it shall convey fee simple title to the Common Areas to the Association, free and clear of all mortgage liens, prior to the conveyance of the last Lot.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Wind River Crossing, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. If permitted to become delinquent, the annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. This personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in Wind River Crossing and in particular for the improvement and maintenance of the Common Areas, drainage ways and easements, parking areas, fences and walls, landscaped areas, and all other improvements for the common benefit of the Association and its Members whether located on the Common Areas, on easements, or on any Lot or Lots.

Section 3. Minimum and Annual Assessments. The minimum yearly assessment, commencement of which is provided for in Section 6 hereof, for the first year shall be Four Hundred Fifty dollars (\$450) per Lot.

From and after one (1) year from the commencement of annual assessments, the annual assessment may be increased by a vote of the Members for the next succeeding year; provided that any such assessment shall have the assent of the Members entitled to cast sixty percent (60%) of the votes eligible to be cast by each class of Members at a meeting duly called for this purpose. Written notice of such meeting setting forth the purposes thereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. In the event at any such meeting there are not sufficient Members present in person or by proxy to cast sixty percent (60%) of all those votes eligible to be cast by each class of Members, but there are sufficient Members present in person or by proxy to constitute a quorum as hereinafter defined, or in the event there are sufficient Members present in person or by proxy to cast sixty percent (60%) of such votes but such Members fail to assent to such increased assessment by the vote required therefor, Members not so present at such meeting may, within thirty (30) days thereafter, give their written assent to such assessment, and upon delivery of such written assents to the Secretary of the Association within such time, the votes of such Members not so present at such meeting shall be deemed votes cast at such meeting in favor of such assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of the Members entitled to cast sixty percent (60%) of the votes eligible to be cast by each class of Members at a meeting duly called for this purpose. Written notice of such meeting setting forth the purpose thereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. In the event at any such meeting there are not sufficient Members present in person or by proxy to cast sixty percent (60%) of all those votes eligible to be cast by each class of Members, but there are sufficient Members present in person or by proxy to constitute a quorum as hereinafter defined, or in the event there are sufficient Members present in person or by proxy to cast sixty percent (60%) of such votes but such Members fail to assent to such special assessment by the vote required therefor, Members not so present at such meeting may, within thirty (30) days thereafter, give their written assent to such assessment, and upon delivery of such written assents to the Secretary of the Association within such time, the votes of such Members not so present at such meeting shall be deemed votes cast at such meeting in favor of such assessment.

Section 5. Quorum for any Action Authorized by Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such

subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. For each Lot the annual assessment provided for herein shall commence on the day the Lot is conveyed by the Declarant to a third-party. As of that date, the third-party shall be responsible for paying a pro-rated share of the annual assessment for that year. By way of example, if the Lot is conveyed on a date that is the 135th day of the year with 230 days remaining in that year, the third-party shall be responsible for paying a fractional share of that year's annual assessment which fractional share shall be 230/365. Thereafter, the annual assessment for each Lot shall be due and payable on January 1st of each year, unless the Board from time to time determines that the annual assessment shall be due and payable on a different date. Written notice of the annual assessment shall be provided by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent and shall constitute a lien on the Lot against which such assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) *per annum*, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas, or abandonment or disposition of his Lot. Assessment liens shall continue for a period of one (1) year from the date upon which an assessment becomes delinquent, and no longer; provided that if, within such period, proceedings shall have been instituted to enforce such lien in any court in Tulsa County, Oklahoma, having jurisdiction in suits for the enforcement of liens, such lien shall continue until the termination of the proceeding and until the sale of such Lot under execution of the judgment establishing it.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.

Section 9. Partially Exempt Property. Notwithstanding anything else set forth herein, the Owner of each Lot, including the Declarant, shall be responsible for paying just one-half (2) of any

annual assessment attributable to such Lot until a Certificate of Occupancy has been issued for a dwelling constructed on that Lot. However, to the extent the Board establishes, pursuant to Section 6 of this Article, that the annual assessment is due and payable in twelve (12) equal monthly payments, the Owner of the Lot shall be responsible for paying just one-half (2) of each required monthly payment until the previously described Certificate of Occupancy has been issued. After the issuance of the Certificate of Occupancy, the Owner shall pay in full each subsequent monthly payment as it becomes due.

## **ARTICLE VI** **USES OF LAND**

Section 1. Lot Size and Use. All Lots in Wind River Crossing shall contain a minimum of 8,000 square feet and shall be used for single-family residences only. No building of any kind shall be erected or maintained on any Lot, except a private dwelling unit for single-family use, a garage, and a pool house. No Lot or any portion thereof shall ever be sold, conveyed, divided, sub-divided or otherwise disposed of in such a way as to create a Lot within Wind River Crossing having less than 8,000 square feet without the written consent of the Declarant.

Section 2. Open Space on Lots. Each Lot within Wind River Crossing shall contain a minimum of 5,000 square feet of open space, which is defined as that portion of a Lot not allocated or used for structures, driveways or off-street parking areas.

Section 3. Yard Dimensions. Each Lot shall have maintained thereon a front yard and a rear yard as shown on the subdivision map of Wind River Crossing and side yards not less than 5 feet wide each, measured from the Lot boundary to the side of the dwelling unit.

Section 4. Common Areas Use. Reserves and other common-use areas within or abutting Wind River Crossing shall be used as Common Areas, consisting of private streets, parking areas, screening walls and fences, drainage and detention facilities, landscaped areas and a security entrance, all for the common use and enjoyment of the Owners of Lots within Wind River Crossing.

Section 5. Plat Restrictions. Use of Lots and the Common Areas within Wind River Crossing shall be further subject to all restrictions, covenants and conditions imposed by the Plat and Deed of Dedication ("Plat") of Wind River Crossing, an addition to the City of Tulsa, Tulsa County, Oklahoma, Plat No. 6605.

**ARTICLE VII**  
**ARCHITECTURE, SIZE, MATERIALS,**  
**PLANS, FENCING AND ALTERATIONS**

Section 1. Architecture. A complete set of plans and construction specifications, including materials for the initial construction of a structure or improvement proposed to be erected on any Lot, must first be submitted to an Architectural Review Committee (hereinafter "ARC") consisting of Alan R Staab, Robert David and a Builder Representative selected by Alan R. Staab; provided, however, that, in the event any member of the ARC is unable or unwilling to serve on the ARC, the remaining members shall select a successor(s) to serve on the ARC), and written approval thereof obtained from the ARC, by at least a two-thirds (2/3) majority vote of the ARC, prior to the commencement of any construction upon each and all of the Lots in Wind River Crossing. Such plans and construction specifications shall reflect proposed construction complying with the remaining provisions of this Article, depict all elevations in color, and, in addition, conform to the following requirements:

a. Specialists. To the extent that preparation of such plans and specifications requires the services of an architect, a landscape architect, a landscape lighting specialist, a security systems specialist, or any other specialist, then the portion of the plans and specifications relating to those design aspects shall have been prepared by a person or entity having the professional qualifications therefor.

b. Required Architectural and Design Information. The following materials must be submitted to the ARC to obtain the required approval:

1. Four exterior elevations (front, back and both sides).
2. A site plan of the dwelling as it will sit on the Lot, with the grade/elevation of the pad and ridge line. The site plan must include all existing trees larger than 4" in diameter.
3. Floor plans of the dwelling.
4. A list of exterior materials to be used, including roofing, masonry, siding and window materials.
5. A landscape plan showing the proposed planting for the yard in an amount of not less than \$4,000. The plan shall include all proposed walls and fences.
6. A schedule of exterior colors.



If the plans are approved, a letter of approval shall be issued by the ARC with a list of requirements, and the plans shall be retained in the Association's files. No changes from these plans shall be allowed without written approval of the ARC.

Section 2. Miscellaneous Design and Development Criteria.

a. Garages. Every residence within Wind River Crossing shall have a garage containing space for at least three (3) automobiles. The concrete shall have a smooth finish. No pattern concrete shall be permitted.

b. Driveways. The driveways for all residences within Wind River Crossing shall be constructed of concrete, with allowances for stamped concrete usage.

c. Refuse. No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. All refuse receptacles within Wind River Crossing shall be fully enclosed from street view.

d. Security Systems. Any security system installed on any Lot in Wind River Crossing shall be such as can be rendered compatible with security measures implemented by the Declarant for the entire Wind River Crossing development and shall use equipment approved by the ARC, with all costs incurred in connection therewith to be borne solely by the Owner of the Lot concerned.

e. Exterior Colors. Certain exterior colors shall not be allowed, particularly very vivid or bright pastel colors such as turquoise, pink, orange, lavender, purple and the like.

f. Fences. All fences must be approved by the ARC and shall be of uniform construction and uniform height as measured at the top of the fence. Fences shall have no more than 6 feet between the top and bottom of the fence at the greatest vertical distance point and no less than 4-1/2 feet between the top and bottom of the fence at the least vertical distance point; in the front yard, perimeter lot fences and may be permitted if approved by the ARC; all other fences must be set-back from the front boundary of a Lot to a point which is no closer to the front of the Lot than the center of the side of the dwelling unit on that Lot; no fence or wall shall be constructed in any portion of an area designated for storm-water drainage or detention. Fences shall be of double sided cap and trim cedar wooding, with allowances for front gate composition of cedar or wrought iron.

g. Trees on Lots. No cottonwood, mimosa, mulberry, or other aesthetically undesirable trees or plants shall be used in the landscaping of any Lot. No trees under one inch in diameter shall be planted or maintained on any Lot.

h. Off-Street Parking. Each Lot shall have at least two (2) off-street parking spaces in addition to the required enclosed garage spaces, which additional spaces may be provided in driveways or common parking areas.

i. Swimming Pools. No swimming pools shall be constructed in front yards. No above ground swimming pools shall be permitted.

j. Landscaping. Upon completion of the construction of any dwelling, all Lots shall be fully sodded. The Lot must be landscaped with plantings at a cost of not less than \$4,000 based upon average nursery planting prices in 2015 dollars.

k. Exterior Lighting and Alarms. No spotlights, flood lights, other high intensity lighting or alarms, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots.

l. Venting. All roof penetrations, including plumbing vents, furnace and hot water heater vents, attic ventilators, shall be covered and/or enclosed. All such exterior venting shall be in the rear of the residence.

m. Interior Ceiling Height. All first floor interior ceilings shall be at least 10 feet in height.

n. Chimneys. All chimney caps shall be copper or painted metal. Chimneys located on any perimeter wall of the dwelling shall be of masonry or masonry veneer construction, which shall include brick, stone, and stucco.

o. Mailboxes. Each Lot shall share a mailbox. Such mailbox shall be of masonry design and uniform construction, and designed with a downlight. There will be a common mail box design for all homes.

p. Water Sprinkler Systems. All yards must be fully sprinkled with the system regulated by an interior control system.

q. Terracing. Any terracing must be accomplished with hardscape materials approved by the ARC.

r. HVAC Systems. All exterior heating, ventilation and air conditioning equipment shall be screened from street view.

s. Guttering. All dwellings shall be fully guttered, including a downspout system, and "tight-lined" into a drainage system pursuant to the engineer's drainage specifications.

t. Drainage. Every Lot must be fine-grade to provide positive drainage from the Lot. Manholes on the Lot must be kept at grade or adjusted to remain accessible to the City.

u. Cost to Comply. All costs incurred in complying with (a.) through (t.) above shall be borne by the Owner presenting the plans and specifications.

Section 3. Size of Residence Unit. No residence having a first floor of less than 3,000 square feet of living area, as measured over the masonry framing line, shall be erected on any Lot. The area of basements, garages, porches, servant quarters and covered patios shall not be included in calculating the required living area. No building shall be higher than thirty-five (35) feet or more than two stories in height.

Section 4. Building Material Requirements.

a. Exterior Walls. The exterior first floor walls of the dwelling on any Lot shall be 100% brick, brick veneer, stone, stone veneer, or stucco, provided, however, that the area of all windows and doors located in such exterior walls shall be excluded in the determination of the area of such exterior walls, and provided, further that where a gable-type roof is constructed and a part of the exterior wall is extended above the interior-room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior-room ceiling line may be constructed of wood material and shall also be excluded from the square-foot area in determination of the area of the exterior walls of such dwelling. Exposed foundations in excess of 12" in height must be masonry veneer. All second floor exterior walls are to be of masonry construction, or Hardie or cedar siding.

b. Roofing. The major portion of the roof of the dwelling or garage erected on any Lot shall have a minimum of a 9/12 pitch. A minimum 6/12 pitch is permitted when approved by the ARC. Only "architectural" grade composition or "grand manor" composition shingles shall be allowed. Notwithstanding the foregoing, all roofs shall be of a construction and materials as approved by the ARC during the course of its review of the plans and construction specifications for the particular structure. There shall be no less than 6/12 roof pitch on covered porch or patios.

Section 5. Windows and Doors. All window frames and doors shall be constructed of wood or be wood clad. The front door shall be 8 feet in height.

Section 6. Construction Period. Upon commencement of excavation for construction on any Lot or Lots, the work shall be continuous, weather permitting, until the dwelling unit is completed. Such construction shall be in accord with the following regulations and restrictions:

a. Work Period. Construction activities shall be limited to daytime working hours (7:00 a.m. to 7:00 p.m.) Monday through Saturday.

b. Music. No loud music from radios or other electronic devices shall be allowed.

c. Maintenance of Job Site. Job sites must be maintained in a clean condition at all times.

d. Adoption of Regulations. The Board shall have the right to adopt such further rules and regulations, from time to time, and as it deems necessary, to regulate construction within Wind River Crossing. Upon adoption, any such rules and regulations shall be binding upon all parties having or acquiring any right, title or interest in any Lot.

Section 7. EPA Regulations. Each builder of any dwelling within Wind River Crossing is responsible for filing a Notice of Intent (the "Notice") with the Environmental Protection Agency (EPA) that construction activities are underway. The Declarant, for the builder's convenience, will complete and deliver the Notice at the time the sale of the Lot to the builder closes. The Declarant will file the Notice after obtaining the builder's signature. The builder shall comply with the EPA's requirements for Storm Water Discharges by developing and maintaining a temporary Erosion Control Plan, cleaning mud from streets resulting from the builder's construction activities, keeping storm drain inlets clear at the builder's Lot, controlling the amount of mud from subcontractor and supplier traffic onto public and private streets through the use of construction entrances, notifying suppliers and subcontractors to enter and exit through posted entries only, monitoring weekly the hay bales and other erosion control devices in place to ensure that they are in good and operable condition, monitoring hay bales after any rain that exceeds one-half (0.5) inch, and removing all temporary erosion control devices upon completion of the construction.

The builder shall file a Notice of Termination with the EPA at the time the homesite is completely sodded.

Section 8. Painting of Exterior Surfaces of Dwellings and Maintenance and Repair of Fences: Additions, Alterations and Improvements by Owners.

a. Owner Maintenance. The Owner of a Lot shall be primarily responsible for maintaining and painting the exterior surfaces of the structures on his or her Lot and for maintaining and repairing those portions of fences located on his or her Lot or Lot boundaries to which his or her Lot has access. The cost of all the foregoing shall be borne by the Owner of the Lot concerned. If the ARC or the Board serves written notice upon an Owner that any structure on his or her Lot is in need of maintenance and/or painting or that a fence on or near the boundary of his or her Lot is in need of maintenance and/or repair, and the Owner fails to perform such maintenance, painting, and/or repair within ninety (90) days following receipt of such notice, then the Board, acting through its agents, servants, employees or contracting parties, shall have the right to enter upon the Lot concerned in order to perform the necessary maintenance, painting, and/or repair work in order to render the structure on that Lot to a condition comparable in quality to other dwellings and/or fences within Wind River Crossing, and all costs and expenses incurred by the Board in that regard shall constitute a lien against such Lot and the personal obligation of such Owner, and shall be collectible in the same manner as a maintenance assessment under this Declaration.

b. Changes After Completion. After the completion of the dwelling, structure or fence on a Lot, no Owner thereof shall make any structural addition, alteration, or improvement in or to that dwelling, structure or fence, or paint, repaint or otherwise decorate or change the appearance of any portion of the exterior of any dwelling, structure or fence on that Lot, without the prior written consent of the Board of Directors. The Board of Directors shall answer any written request by an Owner for such approval within fifteen (15) days after the Board's receipt of such request, and failure to do so within such time period shall constitute a consent by the Board of Directors to the request.

c. Procedure on Approval of Changes. Whenever an Owner proposes to make any change in the exterior appearance of the dwelling or structure located on his or her Lot, that Owner must first submit two (2) sets of plans therefor to the Board of Directors, such plans to be prepared by an architect and to show the following:

- (1) Detailed scale floor-plan of the proposed change;
- (2) Scaled color elevation drawings of the change showing all exterior views thereof;
- (3) Detailed lists of all exterior materials to be used and their location; and
- (4) A scaled plot plan showing the location of the exterior changes in relation to the applicant's dwelling and structures and those of the adjoining Lot and the Lot nearest the applicant's Lot which does not adjoin his Lot.

The Owner shall be notified of the actions of the Board of Directors within fifteen (15) days after such plans have been submitted, provided that the plans shall have complied with this Section 8 of Article VII. If the plans are not in compliance, then the time for granting approval as stated in this Section 8 of Article VII shall be automatically suspended until compliance. After any changes are made, a complete set of "as built" drawings shall be furnished by the Owner to the Secretary of the Association, and the Secretary shall retain the same as a permanent record.

d. Cost of Work; Appearance of Construction Site. All work done in accordance with this Article VII, Section 8 shall be at the sole cost, expense, and risk of the Owner. The Board of Directors may require bonding or other financial assurances so as to protect Wind River Crossing and the Association against liens and claims of third parties arising during construction. All work done must comply with the following conditions, for which the Owner(s) doing such work shall have full and sole responsibility:

- (1) All building materials must be stored inside the applicant's garage, if possible; and
- (2) Workmen shall clean up daily all building materials not used in the structure and shall remove all trash and debris.

Section 9. Approval By Board In Absence of ARC. Notwithstanding any other provision in this Article VII or elsewhere in this Declaration, if at any time the ARC no longer exists or is otherwise unable to act in any instance in which it would have the authority to so act as set forth in this Declaration, the Board of Directors shall act in its stead in that particular instance.

Section 10. Waiver of Restrictions. The ARC (or the Board, if the Board is then performing the functions of the ARC) may waive in any particular instance the restrictions or requirements set forth in Article VII if, in its reasonable judgment, such waiver will not detract from the value, desirability and attractiveness of Wind River Crossing.

Section 11. Adoption of Additional Rules and Regulations. The Board may adopt, amend and enforce such additional rules and regulations related to the use and occupancy of Lots within Wind River Crossing as it deems reasonably necessary to enhance and protect the value, desirability, and attractiveness of Wind River Crossing. Such additional rules and regulations while in force shall be treated for all purposes as though those rules and regulations were set forth within this Declaration.

## **ARTICLE VIII** **SET-BACK FROM STREETS**

No building, structure, or part thereof shall be erected or maintained on any Lot in Wind River Crossing except in compliance with the set-back lines set forth on the face of the Plat.

## **ARTICLE IX** **PARKING, STORAGE AND EASEMENTS**

Section 1. Parking and Storage. No boats, trailers, buses, motor homes, campers, over size pick-ups in excess of ¾ tons, commercial trucks, cargo trucks, box vans, panel vans and/or similar type vehicles shall be parked or stored in, or upon any part of the streets, Lots or the Common Areas of Wind River Crossing, except in an enclosed garage on a Lot or except as necessary for a third-party to construct, repair and/or maintain any improvement within Wind River Crossing. No vehicle of any type shall be repaired or rebuilt anywhere in Wind River Crossing, including on any Lot or upon any streets. No permissible vehicle shall be parked on the streets in Wind River Crossing on a regular basis, or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Association. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

Section 2. Easements Granted By Declarant. The Declarant reserves for itself and for the Owner of each Lot the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

Section 3. Easements In Favor of Owners. The Owner of any Lot abutting the Common Areas and who must, in order to avail himself or herself of utilities, enter and/or cross the Common Areas, shall have an easement to do so provided that such Lot Owner shall use the most direct and feasible route in entering upon and crossing the Common Areas (unless that requirement is waived in writing in advance by the Board) and shall restore the surface of the Common Areas so entered and/or crossed to its original condition at the expense of the Lot Owner.

**ARTICLE X**  
**RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING**

No one other than the Declarant may re-arrange, re-subdivide or re-plat any part of Wind River Crossing without the prior written consent of the Board and the compliance with this Declaration and the Plat.

**ARTICLE XI**  
**SIGNS, BILLBOARDS, ANTENNAS AND STORAGE TANKS**

Section 1. Signs. No signs shall be permitted within Wind River Crossing except appropriate identification signs within or upon the Common Areas and as approved by the ARC or the Board, as applicable.

Section 2. Antennas. No external radio, television or other antennas of any kind or nature (including, but not limited to, devices for the reception or transmission of radio, microwave or other similar signals) shall be placed, or maintained upon unenclosed portions of any Lot. The installation of a roof-mounted satellite dish (which has a diameter of no more than 20") for personal use is permitted, provide that the location of the satellite dish is approved by the ARC.

Section 3. Storage Tanks. No exterior storage tanks for fuel or anything else shall be allowed on any Lot.

**ARTICLE XII**  
**GENERAL RESTRICTIONS**

Section 1. Single Family Occupancy. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit.

Section 2. Detached Buildings. No house or other structure shall be moved to Wind River Crossing from another location. No detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot without the prior consent of the ARC or Board, as the case may be.

Section 3. Tents, Mobile Homes and Temporary Structures. Except as may be permitted by the ARC during initial construction within Wind River Crossing, no tent, shack, trailer, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any other part of Wind River Crossing. However, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board. No exterior laundry lines are permitted.

Section 4. Animals. The keeping or housing of animals or fowls, of any kind or character, shall be prohibited on any Lot except as domestic and household pets, provided such pets shall not be kept, bred or maintained for any commercial purpose, and any domestic or household pet shall be kept in a fenced backyard at all times or walked on a leash.

Section 5. Offensive Activity. No trade, business or noxious or offensive activity shall be permitted anywhere in Wind River Crossing, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No Lot or any structure thereon shall be permitted to become, in the sole judgment of the Board, unsightly.

Section 6. Carports. There shall be no carports or separate buildings for the storage of recreation vehicles, trailers, or other items not used for the normal transportation of people.

Section 7. ATVs or Carts. The use of ATVs (all terrain vehicles), "go carts" and similar vehicles within Wind River Crossing is prohibited.

Section 8. Structures Impeding Drainage or Easements. No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of any part of Wind River Crossing, including but not limited to any area designated on the Plat as a storm-water management area or any area which has been intentionally contoured to facilitate drainage, except that, with the prior consent of the City and the Board, non-permanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.

### **ARTICLE XIII RIGHTS, POWERS AND DUTIES OF THE ASSOCIATION**

Section 1. Powers of the Association. The Association, in addition to all other rights, powers and duties contained herein and in its Certificate of Incorporation and by-laws, shall have all powers, rights and privileges of a corporation organized under the Oklahoma General Corporation Act.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association



or by any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended at any time:

a. by a written instrument signed by Members entitled to cast sixty percent (60%) of the votes eligible to be cast by the Members, as calculated pursuant to Article III, provided, however, that in no event shall this Declaration be amended as long as the Declarant is the owner of at least one (1) Lot within Wind River Crossing unless such amendment is approved and executed by the Declarant; or

b. by a written instrument signed by the Declarant, provided the Declarant is the owner of at least one (1) Lot within Wind River Crossing.

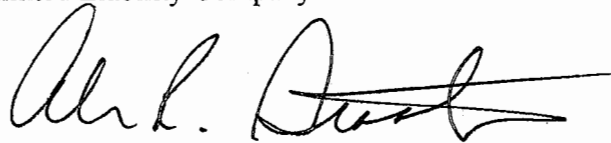
Any such amendment shall not be effective until it is recorded in the land records of the Tulsa County Clerk.

IN WITNESS WHEREOF, the undersigned, has hereunto set its hand and seal the date indicated below.

"Declarant"

Gold Team Realty Group, L.L.C., an Oklahoma  
Limited Liability Company

By:



Alan R. Staab, Its Manager

