



Orchard Hills, Section 1 — Declaration of CC&Rs

Submitted by:
Legacy Title of Oklahoma
14636 Bogert Parkway
Oklahoma City, OK 73134

Developed By:
Orchard Hills Development, LLC

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ORCHARD HILLS, SECTION I
An Addition to Oklahoma County, Oklahoma

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for ORCHARD HILLS, SECTION I (this “**Declaration**”) is made and entered into this 10th day of July, 2026, by Orchard Hills Development, LLC, an Oklahoma limited liability company existing under and by virtue of the laws of the State of Oklahoma (“**Declarant**”).

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Oklahoma County, State of Oklahoma, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference, which real property has been or will be platted as ORCHARD HILLS, SECTION I (the “**Final Plat**”), to be recorded in the Office of the Oklahoma County Clerk;

WHEREAS, it is the intention and purpose of this Declaration to subject the real property described in **Exhibit “A”** to a uniform plan of development as a residential addition known as ORCHARD HILLS, SECTION I, and to provide for the development of permanent open areas, entryways, landscaping, fencing, signage, common improvements, ponds, lakes, water features, and other common facilities for the benefit of the Addition;

WHEREAS, Declarant desires to provide for the preservation, enhancement, and protection of the values, amenities, character, and quality of the Addition, and for the upkeep, maintenance, improvement, and administration of the Addition and its open areas, common areas, and improvements, and to establish a corporate or limited liability entity and agency for such purposes and for the collection and disbursement of the assessments and charges hereinafter created;

WHEREAS, an entity has been or will be organized under the laws of the State of Oklahoma, as a not-for-profit corporation or as a limited liability company, to be known as ORCHARD HILLS PROPERTY OWNERS ASSOCIATION, INC., or such other name as Declarant may select, for the purposes set forth herein (the “**Association**”); and

WHEREAS, Declarant desires that all of its rights, privileges, powers, discretions, approvals, and authorities reserved hereunder be construed broadly and in favor of Declarant and the Architectural Review Committee.

NOW, THEREFORE, Declarant hereby declares that the real property described in **Exhibit “A”**, together with such additional property as Declarant may hereafter cause to be subjected to this Declaration, shall be held, sold, conveyed, occupied, and improved subject to the conditions, covenants, restrictions, dedications, easements, charges, and liens hereinafter set forth (collectively, the “**Covenants and Restrictions**”), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. The Covenants and Restrictions shall run with and touch and concern the Property, shall be binding upon all parties having or acquiring any right, title, or interest in or to the Property or any part thereof, and shall inure to the benefit of each Owner thereof and to Declarant and the Association.

ARTICLE I — DEFINITIONS

The following words and phrases, when used in this Declaration, any Supplemental Declaration, or any Special Amendment (unless the context shall otherwise require), shall have the meanings set forth below. Use of the singular shall include the plural, and vice versa, as the context requires.

- A. “**Addition**” or “**Orchard Hills**” or “**Orchard Hills I**” shall mean the real property described in **Exhibit “A”** attached hereto, together with such additional property as Declarant may cause to be subjected to this Declaration in accordance with Article II. The Addition is shown in its Section I platted condition, and in its full build-out preliminary plan, on **Exhibit “B”** attached hereto, all of which is subject to change in Declarant’s sole and absolute discretion.
- B. “**ARC**” or “**Architectural Review Committee**” shall mean the body authorized to exercise architectural review under this Declaration, as constituted from time to time pursuant to Article IX.

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So long as Declarant retains rights of architectural review hereunder, all references to the ARC shall be deemed to include Declarant or its designee(s).

- C. **“Association”** shall mean and refer to ORCHARD HILLS PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit corporation, or such other corporation or limited liability company as Declarant may organize under the laws of the State of Oklahoma to perform the functions described herein, and its successors and assigns.
- D. **“Base Assessment”** shall mean assessments levied on all Lots subject to assessment under this Declaration to fund Common Expenses, as determined in accordance with this Declaration.
- E. **“Board”** or **“Board of Directors”** shall mean the body responsible for the administration of the Association, as constituted from time to time in accordance with the By-Laws or Operating Agreement of the Association. References to the Board may be interchanged with references to the Operating Agreement, the Articles of Incorporation, or other governing documents of the Association, as the context requires.
- F. **“Builder”** shall mean any Person who purchases one or more Lots for the purpose of constructing improvements thereon for later sale to consumers, or who purchases one or more parcels of land within the Addition for later resale in the ordinary course of such Person’s business, and who has been designated in writing as an **“Approved Builder”** by Declarant in Declarant’s sole and absolute discretion.
- G. **“Common Areas”** shall mean all real property, whether improved or unimproved, owned, leased, controlled, or operated by the Association or by Declarant for the common use and enjoyment of the Members of the Association, as more particularly described in Article V and as further described in this Declaration. The Common Areas shall include, without limitation: (i) all aspects and related improvements of the streets, roads, and entryways within the Addition (whether public or private); (ii) the storm water detention and management areas not located within any Lot intended for residential dwelling construction; (iii) the common signage, lighting, electrical, and related facilities serving the Addition; (iv) any clubhouses, recreational areas, parking facilities, playgrounds, athletic courts or fields, and other amenities, if any, that Declarant or the Association may from time to time elect to provide (no representation or warranty being made as to whether or to what extent any such amenities will be provided); and (v) ponds, lakes, water features, dams, and water-management improvements as described in Article V, Section 12, subject to the reservations of ownership and control set forth therein.
Notwithstanding, it agreed by all Owners that the Declarant may convey water rights and sell water from all ponds in the Addition, whether Common Area or not, and that Declarant retains all water rights and all rights to receive all revenue and monies from third parties or otherwise from the ponds and water therein.
- H. **“Common Expenses”** shall mean the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Owners, including, without limitation, reasonable reserve funds for capital improvements or other projects, funds necessary for the provision of services for the common benefit of the Owners, all amounts relating to the Common Areas, all amounts intended to defend or enforce the Orchard Hills Documents on behalf of or by the Association, and all amounts expressly stated or implied by the Orchard Hills Documents as the Board may find necessary or appropriate. Common Expenses shall not be limited to expenses related to the care of Common Areas.
- I. **“Community-Wide Standard”** shall mean the standard of conduct, maintenance, appearance, or other activity generally prevailing within the Addition. Such standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and demands of the Addition change, all in the sole and absolute discretion of Declarant or, after Declarant Turnover, the Board.
- J. **“Declarant”** shall mean Orchard Hills Development, LLC, an Oklahoma limited liability company, and any successor, assign, or related or affiliated entity that takes title to any portion of

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- the Property for the purpose of development, sale, or both, or that is designated as Declarant in a recorded instrument executed by an authorized representative of Orchard Hills Development, LLC.
- K. **“Declarant Turnover”** shall mean the time at which Declarant’s rights, duties, and powers under this Declaration vest in the Association by reason of Declarant having sold or conveyed its last retained Lot in the Addition, or such earlier date as Declarant may elect by written instrument recorded in the Official Records. Until Declarant Turnover, Declarant shall retain and exercise all rights, powers, discretions, approvals, and authorities reserved to Declarant or to the Association under this Declaration, in Declarant’s sole and absolute discretion, and may act in lieu of the Association in all respects.
- L. **“Design Guidelines”** shall mean the architectural, design, development, and other guidelines, standards, controls, and procedures, including application and review procedures and review fees, set forth in Exhibit “C” attached hereto, as adopted, administered, and amended from time to time by Declarant or, after Declarant Turnover, by the ARC with the consent of the Board. Submission forms may be requested from Declarant or the ARC. In the event the Design Guidelines are not attached as Exhibit “C,” Declarant may establish them at such time as Declarant has them available, and Declarant may amend them from time to time in Declarant’s sole and absolute discretion.
- M. **“Fences”** shall include, where the context so requires: (i) “Adjoining Fences,” meaning two or more separate fences which adjoin and are exposed to public view; (ii) “Common Area Fences,” meaning any fence on a Lot that is adjacent to, abuts, or borders any Common Area; and (iii) “Association Fences,” meaning any fence erected or placed on any Common Area or along easements.
- N. **“Fencing Exhibit”** shall mean the fencing diagram, fencing specifications, and related materials attached as **Exhibit “E”** and incorporated herein by reference, as the same may be amended from time to time in accordance with this Declaration.
- O. **“Final Plat”** shall mean the recorded plat of ORCHARD HILLS, SECTION I, as recorded in the Office of the Oklahoma County Clerk, together with any subsequent recorded plat or amendment thereto applicable to the Addition.
- P. **“Frontage”** or “Fronts” shall mean the direction or way the major elevation of the residence or other structure erected on a Lot shall face.
- Q. **“Lot”** shall mean and refer to any platted and numbered single-family residential lot, whether improved or unimproved, that may be independently owned and is intended for development, use, and occupancy as a detached residence for a single family. The term shall refer to the land which constitutes the Lot, together with any improvements thereon.
- R. **“Master Plan”** shall mean the plat and related documents for the development of the Addition as approved by Oklahoma County or other applicable governing body, as the same may be required and amended from time to time, which may include all of the property described in **Exhibit “A”** and shown on **Exhibit “B.”**
- S. **“Member”** shall mean and refer to every Person who holds membership in the Association as more fully set forth in Articles IV and VI of this Declaration.
- T. **“Orchard Hills Documents”** or **“Documents”** shall mean and refer to this Declaration and all Exhibits hereto, any applicable Supplemental Declaration, the By-Laws of the Association (the **“By-Laws”**), the Articles of Incorporation or Operating Agreement of the Association (the **“Articles”**), in each case as amended from time to time, and the Design Guidelines, as amended from time to time.
- U. **“Owner”** shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or becomes a part of the Property or which may hereafter be annexed to or made a part of the Addition, including contract sellers, but excluding those Persons having an interest in a Lot merely as security for the performance of an obligation.
- V. **“Person”** shall mean an individual, corporation, partnership, association, limited liability company, trust, or other legal entity, or any combination thereof.

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- W. **“Property”** shall mean and refer to the real property platted as ORCHARD HILLS, SECTION I, together with such additions thereto and other real property as may hereafter be annexed thereto and brought within the jurisdiction of, and subject to assessment by, the Association in accordance with Article II.
- X. **“Record”** or **“Recording”** or **“Recorded”** shall mean to file, filing, or filed of record in the official records of the Oklahoma County Clerk, Oklahoma County, State of Oklahoma.
- Y. **“Reviewer”** shall mean the body or Person authorized to exercise architectural review pursuant to Article IX. So long as Declarant retains such rights, the Reviewer shall be Declarant or its designee.
- Z. **“Street”** shall mean any street, lane, drive, boulevard, court, circle, road, terrace, or similar way within or serving the Addition.
- AA. **“Supplemental Declaration”** shall mean an instrument Recorded pursuant to Article II that subjects additional property to this Declaration or otherwise modifies or supplements this Declaration.
- AB. **“Unit”** shall mean a portion of the Property, whether improved or unimproved, that may be independently owned and is intended for use and occupancy as a detached residence for a single family, including each numbered Lot shown on the Final Plat or any subsequent plat. The term **“Lot”** and the term **“Unit”** shall be used interchangeably except where the context clearly requires otherwise.
- AC. **“Water Features”** shall mean any pond, lake, stream, dam, dock, pier, fountain, water-management improvement, or other water-related improvement located within or serving the Addition, whether owned by Declarant, the Association, or any Owner, including those depicted on **Exhibit “D”**.
- AD. **“Waterfront Lots”** shall mean the following Lots which are adjacent to the Common Area ponds, lakes, and Water Features located within the boundaries of the Addition: Lot 8, Block 2; Lot 9, Block 2; Lot 10, Block 2; Lot 4, Block 4; Lot 3, Block 4; Lot 2, Block 4; and Lot 1, Block 4.

ARTICLE II — STAGED DEVELOPMENT**Section 1. Initial Development.**

Although this initial Declaration restricts only the Property, Declarant, without the consent of the Association or any Owner, may develop additional phases of the Addition within or outside of the Property and may annex such additional property to the Property by Recording one or more Supplemental Declarations. Any such future annexation shall provide for the addition of Owners in such other areas as Members of the Association and for the addition of Common Areas to be owned, leased, controlled, or administered by the Association or by Declarant. During its existence, the Association shall include, as Members, every Owner within the Addition. Each Member shall be subject to the Articles, By-Laws, rules, and regulations of the Association, as the same are established and amended from time to time. The Common Areas owned, leased, or controlled by the Association are or shall be reflected on the recorded plat or in the Orchard Hills Documents and may include lands within the Addition not so reflected.

Section 2. Expansion by Declarant.

Declarant may from time to time, subject to the provisions of this Declaration (or subject to differing provisions if Declarant so elects), add to all or any portion of the property described in **Exhibit “A”** by Recording a Supplemental Declaration describing the additional property to be subjected hereto. A Supplemental Declaration Recorded pursuant to this Declaration shall not require the consent of any Person except the owner of the annexed property, if other than Declarant. Declarant may transfer or assign the right to annex property to any Person who is a purchaser of any portion of the real property described in **Exhibit “A”**. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration.

Section 3. Additional Covenants and Easements.

Declarant may subject any portion of the Addition to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association

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to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property to reflect the different character or intended use of such property. A Supplemental Declaration shall be effective upon Recording unless otherwise specified therein.

ARTICLE III — PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be initially held, transferred, sold, conveyed, occupied, and improved subject to this Declaration is located in Oklahoma County, State of Oklahoma, and is platted as ORCHARD HILLS, SECTION I, together with any additional property hereafter subjected to this Declaration by Declarant in accordance with Article II.

ARTICLE IV — MEMBERSHIP IN THE ASSOCIATION

Every Person who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. Builders shall, for purposes of assessment and membership, be treated as Owners except as expressly provided otherwise herein.

ARTICLE V — DUTIES OF THE ASSOCIATION; OWNERSHIP, USE, AND MANAGEMENT OF THE COMMON AREAS

Section 1. Association's Duties.

The powers, duties, rights, and responsibilities vested in the Association under this Declaration shall be exercised solely by Declarant prior to Declarant Turnover. Until Declarant Turnover occurs, Declarant shall hold and exercise all rights and powers conferred upon the Association under this Declaration in Declarant's sole and absolute discretion, in lieu of the Association, and references to the Association herein shall, where appropriate, be construed to refer to Declarant. Following Declarant Turnover, the Association shall maintain:

- A. All portions of and structures situated upon the Common Areas, including, without limitation, entryway signage, improvements, landscaping, lighting, surveillance systems, utilities serving the private Association improvements, and any additional Common Area facilities that Declarant or the Association may from time to time add to the Common Areas;
- B. Landscaping within public rights-of-way located within or abutting the Addition;
- C. Sidewalks and all improvements associated with the public street network and entryways;
- D. Such portions of any additional property included within the Common Areas as may be required by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance entered into by Declarant or the Association;
- E. All areas located within the Addition that serve as part of the storm water drainage system, including improvements and equipment installed therein or used in connection therewith; provided, that neither Declarant, the Association, the Board, nor the ARC shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and
- F. Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the

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Association and to remain a part of the Common Areas and be maintained by the Association until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain other property which it does not own, including, without limitation, property dedicated to the public, if Declarant or the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard or any other obligation under the Orchard Hills Documents. The costs associated with maintenance, repair, and replacement of the Common Areas shall be a Common Expense. Upon dissolution of the Association, the Board shall determine the means of disposition of the common elements then under ownership by the Association, subject to applicable law and the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

Section 2. Association's Power to Limit Rights of Enjoyment.

After Declarant Turnover, every Member shall have a right and easement of enjoyment in and to the Common Areas (subject to and except as otherwise provided with respect to Water Features in Section 12), and such easement shall be appurtenant to and shall pass with the title to every Lot, and after Declarant Turnover, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members and to set and regulate the conditions under which the Common Areas may be used by Members, their guests, and invitees;
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- C. The right of the Association, in accordance with the Articles and By-Laws, with the assent of two-thirds (2/3) of the Members, to borrow moneys for the purpose of improving the Common Areas and the facilities and improvements thereon, and in aid thereof to mortgage said Common Areas or any portion thereof; provided, however, that prior to Declarant Turnover, Declarant may exercise any and all such rights without any vote or consent of the Members;
- D. The right of the Association to suspend the voting rights and right to use of the Common Areas of any Member for any period during which any assessment against such Member's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations or this Declaration;
- E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing thereto and signed by a majority of the Members is Recorded in the Official Records, and provided further that prior to Declarant Turnover, no such dedication or transfer shall be effective without the prior written consent of Declarant in Declarant's sole and absolute discretion; and
- F. The right of the Association to enforce this Declaration and to enact and enforce rules and regulations concerning the use of the Common Areas. The power of enforcement set forth in this paragraph shall include the power of the Association to impose monetary fines (including daily fines) upon Members for violations of the rules or this Declaration; provided, however, that fines shall not be enforced ex post facto. Such fines may be assessed as foreclosable liens against the Lot owned by the fined Owner.

Section 3. Delegation of Right of Enjoyment.

Any Member may delegate, in accordance with the By-Laws, such Member's right of enjoyment of the Common Areas and facilities to the members of such Member's family who reside on such Member's Lot, or to such Member's tenants or contract purchasers who reside on such Member's Lot, subject to such rules, regulations, and limitations as Declarant or the Association may from time to time establish.

Section 4. Covenant to Deed.

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Declarant hereby covenants for itself, its successors, and assigns, that it will convey fee simple title to those portions of the Common Areas designated for conveyance to the Association on the recorded plat, free and clear of monetary encumbrances and liens, at such time and on such terms as Declarant may elect in Declarant's sole discretion; provided, however, that conveyance of such Common Areas shall occur not later than Declarant Turnover. Notwithstanding the foregoing, Declarant may retain ownership and control of any Water Features and related areas as set forth in Section 12 of this Article V.

Section 5. Control of Common Areas.

The Association shall control, maintain, manage, and improve the Common Areas as provided in this Declaration and in the Articles, By-Laws, or other Orchard Hills Documents from and after Declarant Turnover. Until Declarant Turnover, Declarant shall have the exclusive right to control, maintain, manage, and improve, or cause the Association to control, maintain, manage, and improve, all Common Areas in Declarant's sole and absolute discretion.

Section 6. Rights Subject to Regulations.

Notwithstanding any provision hereof to the contrary, all Members of the Association shall have the right to use and enjoy all Common Areas and facilities and improvements thereon owned by the Association, which right may not be denied to any Member without consent of the Members; provided, however, that Declarant prior to Declarant Turnover, and the Board thereafter, may from time to time establish rules and regulations governing the use of the Common Areas by Members and their guests, which rules and regulations shall be uniform as to all Members.

Section 7. Insurance.

The Association may maintain such insurance policies as the Board, in its discretion, determines advisable. The Association may maintain general liability insurance that names Declarant as an additional insured and that covers liability claims arising out of any acts or omissions alleged against Declarant, the Association, the Board, the ARC, or the officers and directors of the Board. The Association and Declarant may take any factors into account in acquiring insurance, including, without limitation, affordability and availability.

Section 8. Disclaimer of Liability.

The Association may, but shall not be obligated to, maintain or support certain activities or services designed to promote the health, safety, and welfare of the Owners and the occupants of any Lot. Notwithstanding anything contained in the Documents, neither the Association, the Board, the ARC, Declarant, nor any related or affiliated entity, officer, director, manager, member, employee, agent, or representative of any of the foregoing, shall be liable for or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner or occupant of any Lot or any tenant, guest, or invitee thereof, or any property of such Persons. Each Owner and occupant of a Lot, and each tenant, guest, and invitee, shall assume all risks associated with the use and enjoyment of the Addition, including, without limitation, the Common Areas, recreational facilities, and Water Features, and may be required to execute specific liability waivers from time to time as a condition of such use.

Section 9. Security.

It is the goal of all Owners, including Declarant, to provide a safe and healthy environment within the Addition. The Association may, but shall not be obligated to, maintain or support facilities or services within the Addition intended to make the Addition safer than it otherwise might be; provided, however, that neither the Association, the Board, Declarant, nor any related or affiliated entity shall in any way be considered the insurer or guarantor of security within the Addition, nor shall any of the foregoing be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken.

Section 10. Condemnation.

If any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, such award or proceeds shall be payable to the Association and used for such purposes as the Board shall determine; provided, however, that prior to Declarant Turnover, such award or proceeds shall be payable to Declarant if Declarant is the title owner of the real property being condemned and shall otherwise be applied as Declarant directs. If the taking or conveyance involves a portion of the Common Areas on which improvements have been

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constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Areas to the extent available, unless within sixty (60) days after such taking, Declarant (so long as Declarant owns any property subject to this Declaration) or, after Declarant Turnover, Members representing at least two-thirds (2/3) of the votes in the Association, shall otherwise agree.

Section 11. Transfer or Dedication of Common Area.

Prior to Declarant Turnover, the Association may dedicate or transfer portions of the Common Areas to any local, state, or federal governmental or quasi-governmental entity, or to any utility franchise holder, subject to the prior written approval of Declarant for so long as Declarant owns any property subject to this Declaration; thereafter, dedication or transfer shall be subject to the consent of the Members as required by the By-Laws or applicable law.

Section 12. Ponds, Lakes, Water Features, and Docks.

Owners of Waterfront Lots may access the ponds, lakes, and Water Features within the Addition for the Owner's recreational enjoyment, subject to and limited by the provisions of this Section 12 and to such rules, regulations, and restrictions as Declarant or, after Declarant Turnover, the Association or the ARC, may adopt. Owners of Waterfront Lots shall be responsible for the upkeep, maintenance, and repair of the Common Area, if any, between their platted building Lots and the waterline of the ponds, lakes, and Water Features. The Association hereby grants a license to such Owners to enter upon the Common Area for the purpose of such maintenance. All Water Features shall remain in the ownership and control of Declarant unless and until conveyed by Declarant to the Association by written instrument, in Declarant's sole and absolute discretion. Declarant may, in Declarant's sole and absolute discretion, lease, license, use, or otherwise commercially exploit such areas, including for profit derived to Declarant, and may grant access rights to the Association, to Owners, to third parties, or to any combination thereof, on terms acceptable to Declarant.

- A. Docks. Owners of Waterfront Lots may construct Docks bordering a pond, lake, or other Water Feature only with the prior written approval of the ARC, which approval may be granted, denied, conditioned, or withheld in the ARC's sole and absolute discretion. The ARC may consider, without limitation, location, design, dimensions, materials, color, finish, lighting, anchoring, maintenance, safety, visibility, and visual impact in evaluating any application for a dock. All docks shall be maintained by the Owner of the Lot in good condition and in compliance with all applicable laws and the Community-Wide Standard.
- B. Permitted Watercraft. Small one-person and two-person boats, kayaks, canoes, paddle boats, paddleboards, and similar non-motorized watercraft are permitted on Common Area ponds, lakes, and Water Features, subject to such rules and regulations as Declarant or, after Declarant Turnover, the Association or the ARC, may adopt. Gas-powered motors and internal-combustion engines of any kind are strictly prohibited on all Common Area Water Features. Electric trolling motors may be permitted only with the prior written approval of Declarant or, after Declarant Turnover, the ARC. No boat, kayak, canoe, paddle boat, paddleboard, or other watercraft may be docked, parked, anchored, or otherwise stored overnight in the water or upon the shoreline of the pond, lake, or other Water Feature or anywhere upon a Lot which is visible from another Lot, except in a location specifically designated and approved by the ARC for that purpose. The Declarant or Association may require the removal of any item maintained in violation of this restriction and may enforce this provision pursuant to the terms of this Declaration.
- C. Prohibited Activities. Diving, swimming, wading, and bathing in any Common Area pond, lake, or Water Feature are strictly prohibited at all times. Ice skating, ice fishing, and use of the Water Features when frozen or partially frozen are also prohibited. No fish, wildlife, plants, or organisms of any kind may be introduced into any Common Area Water Feature without the prior written approval of Declarant or, after Declarant Turnover, the ARC.
- D. Restricted Areas. The areas designated on **Exhibit "D"** as restricted or prohibited access areas are subject to such restrictions on access and use as may be established by Declarant or, after Declarant Turnover, the Association. Owners of Lots not designated herein as

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Waterfront Lots shall have no right to access the ponds, lakes, and Water Features within the Addition.

- E. **Limitation of Liability.** To the maximum extent permitted by law, neither Declarant, the Association, the Board, the ARC, nor any officer, director, manager, member, employee, agent, representative, affiliate, contractor, or related Person of any of the foregoing, shall be liable for any injury, death, illness, damage, loss, or other harm of any kind arising out of or related to the existence, operation, condition, use, or enjoyment of any pond, lake, dock, watercraft, Water Feature, dam, or related area or improvement within the Addition. Each Owner, occupant, family member, tenant, guest, invitee, and Person accessing or using any pond, lake, dock, watercraft, or other Water Feature does so entirely at such Person's own risk and shall hold harmless, defend, indemnify, discharge, and release Declarant and the Association, and their respective representatives, agents, officers, directors, members, managers, employees, owners, brokers, affiliates, and associates, and all Persons or entities related to Declarant or the Association, from and against any and all liability, damage, loss, injury, detriment, claim, demand, suit, or expense (including reasonable attorneys' fees) of any kind arising out of or relating to the use of, or access to, the Common Areas, Water Areas, storm water facilities, appurtenant structures, playgrounds, recreational facilities, and equipment, if any.

ARTICLE VI — DECLARANT CONTROL; VOTING RIGHTS

Section 1. Declarant Control.

Notwithstanding any other provision of this Declaration to the contrary, until Declarant Turnover, Declarant shall hold, exercise, and control all rights, powers, duties, discretions, approvals, and authorities reserved or granted to Declarant, the Association, the Board, or the ARC under this Declaration, in Declarant's sole and absolute discretion, subject only to applicable law. Declarant may at any time, by written instrument Recorded in the Official Records, voluntarily relinquish, terminate, or transfer any or all of its reserved rights, in whole or in part, to the Association, the Board, the ARC, or to any Person, on such terms and conditions as Declarant may determine.

Section 2. Voting Rights.

Each Owner of a Lot shall be entitled to one (1) vote per Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members; the vote for such Lot shall be exercised as such Persons may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. Until Declarant Turnover, the votes of Owners shall be advisory only with respect to those matters reserved to Declarant under this Declaration; Declarant may, but shall not be required to, take into consideration the views of Owners with respect to any matter, in Declarant's sole and absolute discretion.

Section 3. Builder Status.

Builders shall be Members and shall be entitled to one (1) vote per Lot owned, subject to the same restrictions as other Owners.

ARTICLE VII — COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Duty of Owners to the Association.

All Members of the Association, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay the Association: (i) Base Assessments and charges; and (ii) Special Assessments for capital improvements or repairs, all as fixed, established, and collected from time to time as hereinafter provided. The Base Assessments and Special Assessments, together with such interest and costs of collection (including reasonable attorneys' fees) as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made. Such lien shall be superior to

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any homestead right or other exemption provided by law and may be enforced and foreclosed in any manner provided by Oklahoma law for the foreclosure of mortgages or deeds of trust, with or without power of sale. 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 Lot at the time the assessment fell due. The personal obligations and encumbrances contained in this Article VII shall touch and concern the land and shall pass to every Owner's successors in title. Any payments due to Declarant or the Association by any Owner or Builder, if not paid when due, shall accrue interest at the maximum rate permitted by law and shall be subject to a late fee in such amount as Declarant, in Declarant's sole discretion, or the Board after Declarant Turnover, may from time to time establish.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and community of the Members, and for the improvement and maintenance of properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the Common Areas, including, without limitation, the maintenance of insurance thereon, repairs, replacements, and additions thereto, ad valorem and other property taxes and assessments levied thereon, the cost of labor, equipment, materials, management, and supervision, and utility services for the Common Areas.

Section 3. Initial Base Assessments.

Until January 1 of the year immediately following the filing of the Final Plat for ORCHARD HILLS, SECTION I, the initial Base Assessment that may be imposed on any Owner or Builder shall be Two Thousand Six Hundred and No/100 Dollars (\$2,600.00) per Lot. Builders, together with Owners, shall be considered Members for assessment purposes. No Base Assessment shall be levied against Declarant or any Lot or property owned by Declarant.

Section 4. Progressively Increased Base Assessments.

From and after January 1 of the year immediately following the filing of the Final Plat for ORCHARD HILLS, SECTION I, the Base Assessment imposed on Members may be increased annually by up to twenty percent (20%) unilaterally by Declarant (prior to Declarant Turnover) or, after Declarant Turnover, by the Board, in each case without a vote of the membership.

Section 5. Maximum Increased Base Assessments.

From and after January 1 of the year immediately following the filing of the Final Plat for ORCHARD HILLS, SECTION I, the Base Assessment imposed upon Members may be increased in any percentage greater than that established in Section 4 above for any succeeding year, provided, that after Declarant Turnover then any such change shall have the assent of two-thirds (2/3) of the total eligible Member votes cast in person or by proxy at a meeting duly called for such purpose, or by votes cast electronically pursuant to written notice for such purpose, written notice of which shall be given to all Members not less than thirty (30) nor more than sixty (60) days in advance, setting out the purpose of the vote. The means of notice and voting shall be determined by the Board after Declarant Turnover.

Section 6. Special Assessments.

In addition to the Base Assessments authorized above, Declarant or the Association may levy in any assessment year, as to all Members, 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 repair or replacement of a described capital improvement upon the Common Areas, including the fixtures and personal property related thereto; provided that after Declarant Turnover then any such assessment by the Association shall have the consent of at least one-half (1/2) of the total eligible Member votes cast in person or by proxy, at a meeting duly called for such purpose, or by votes cast electronically pursuant to written notice for such purpose, written notice of which shall be given to all Members not less than thirty (30) nor more than sixty (60) days in advance, setting forth the purpose of the vote. The maximum amount of any Special Assessment that may be assessed against any Member in any assessment year shall not exceed an amount equal to three (3) times the annual dues assessed against such Member for the same year. The means of notice and voting shall be determined by the Board after Declarant Turnover. Prior to Declarant Turnover, Declarant may levy any Special Assessment in Declarant's sole and absolute discretion without any vote of the Members or the Board.

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Section 7. Uniformity of Assessments.

Both Base Assessments and Special Assessments shall be fixed at a uniform rate for all Members similarly situated and may be collected on an annual or such other basis as Declarant or the Board may determine.

Section 8. Meetings of Membership.

At any meeting of the Members of the Association, the presence of Members or proxies entitled to cast a majority of all of the votes of the Members shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members for the transactions to be considered at an adjourned meeting, and at such adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The requirements of, and the meetings of the Members contemplated under, this Section 8 shall apply only after Declarant Turnover.

Section 9. Commencement of Assessments.

The Base Assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of the Final Plat for ORCHARD HILLS, SECTION I with the Oklahoma County Clerk. The first Base Assessment shall be adjusted according to the number of months remaining in the calendar year. Declarant or the Board, as applicable, shall fix the amount of the Base Assessment against each Lot at least thirty (30) days in advance of each Base Assessment period, and written notice of the Base Assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to Declarant or, after Declarant Turnover, the Association. The due date of any assessment shall be established by Declarant or the Board and, after Declarant Turnover, shall not be more than thirty (30) days after the obligation to pay an assessment accrues. Declarant or the Association shall, upon demand at any time, furnish a certificate in writing signed by an authorized officer or representative setting forth whether the assessments on a specified Lot have been paid, and a reasonable charge may be made for the issuance of such certificate. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10. Delinquent Assessments.

All assessments and other charges of the Association authorized in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including reasonable attorneys' fees, lien fees, and administrative costs). Such lien shall be superior to all other liens, except those deemed superior under Oklahoma law. The Association may enforce such lien, when any assessment or other charge is delinquent, by lawsuit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure.

Section 11. Lien to Secure Assessments.

The lien of the assessments provided for herein shall take priority over any lien or other security interest created by a real estate mortgage or mechanic's lien covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma, subsequent to the filing of this Declaration. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of this Declaration, except as provided in Section 10 above.

Section 12. Exempt Property.

The following property subject to this Declaration shall be exempt from payment of Base Assessments and Special Assessments:

- A. All property held by Declarant or its affiliated entities. Declarant and its affiliated entities shall also be exempt from all assessments, Special Assessments, Specific Assessments, and any other charges, sanctions, or fines.
- B. All properties dedicated to and accepted by a local public authority.

C. The Common Areas.

Section 13. Notification of Ownership.

Any Person upon becoming an Owner or a Builder shall, within ten (10) days after the Recording of a deed reflecting such Person as Owner or Builder, give written notice to Declarant (or, after Declarant Turnover, the Association) of such Person's acquisition of ownership. Each Owner and Builder of any Lot shall have the duty and burden to promptly notify Declarant or the Association of such ownership and shall remit any Base Assessment or other amount then due.

ARTICLE VIII — USES OF LAND**Section 1. Residential Use Limits.**

All Lots within the Property shall be used solely for single-family residential purposes. No store, business, gas or automobile service station, commercial use, flat, duplex, multifamily, condominium, apartment house, or short-term rental operation shall be erected, maintained, or operated on a Lot within the Property. Notwithstanding the foregoing, Declarant and its employees, representatives, agents, and Builders who have been authorized by Declarant, in Declarant's sole discretion, may maintain on any Lot a business and sales office, model home, or show units (including a business and sales office within a model home or show unit) and other sales facilities necessary or desirable until all of the Lots are sold by Declarant. Nothing contained in this Article VIII shall prohibit Declarant from platting, developing, operating, or constructing, or assigning the right to plat, develop, operate, or construct, religious, commercial, or multi-family properties within the Master Plan but outside the Property. All dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Addition. Mobile homes, manufactured homes, and modular homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any Lot. The ARC, through its review and approval or denial of every act of construction, improvement, or proposed use of every Lot, shall be the deciding body as to what types of improvements and character of such will be allowed in the Addition; to the extent any provision in this Declaration is contradictory to a decision of the ARC, the ARC's decision shall govern.

Section 2. Prohibited Activities.

All of the prohibited activities set forth below are subject to substantial fines in substantial amounts and procedures as may be determined and assessed by Declarant in Declarant's sole discretion, or the Association after Declarant Turnover, with the right to file any unpaid fines as a foreclosable lien against the Lot. In addition, Declarant and/or the Association reserve the right, and Owner consents to such right upon taking title to Owner's Lot, to enter onto any Lot and take all reasonably necessary actions to correct all prohibited activity and conditions at the expense of the Owner or, if the Builder still owns the Lot, the Builder.

- A. Nuisance. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. The operation of model homes or business and sales offices by Declarant or its employees, representatives, agents, and authorized Builders shall not be deemed to constitute a nuisance or annoyance.
- B. Fireworks. No fireworks, firecrackers, rockets, or similar combustible devices shall be ignited, discharged, exploded, or otherwise used any anywhere within the Addition, including any Lot, driveway, street, sidewalk, or Common Area, except for a professional fireworks display approved in advance in writing by the Declarant, or, after Declarant Turnover, the Association. Any violation constitutes a nuisance, and the responsible Owner shall be liable for all resulting damage, cleanup costs, and fines up to One Thousand and No/100 Dollars (\$1,000.00) per violation. Such fines may be assessed as foreclosable liens against the Lot owned by the fined Owner.
- C. Mineral Drilling. No drilling or puncturing of the surface for oil, gas, or other minerals or hydrocarbons within the Property shall be permitted.

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- D. Livestock. The keeping of any poultry (including, without limitation, chickens), cattle, pigs, sheep, horses, or other livestock of any kind or character is prohibited within the Addition. The feeding of non-owned animals or stray or wandering animals found around the Addition (including, without limitation, feral cats) is prohibited.
- E. Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush, and other unsightly growths shall not be permitted to grow or remain on any Lot. No trash, ashes, or other refuse shall be thrown on any Lot. Lawns and shrubbery shall be kept neatly mowed, edged, pruned, shaped, weeded, and trimmed.
- F. Signs and Billboards; Declarant's Right. No signs or billboards shall be permitted on any Lot, except a single "for sale" sign as may be approved in advance by the Declarant or the ARC, without the prior written consent of Declarant or the ARC; this prohibition shall not apply to Declarant or its authorized Builders in connection with the initial sale or development of any Lot. No "for rent" or "for lease" signs shall be permitted anywhere in the Addition.
- G. Vehicle and Equipment Parking and Storage. No commercial trucks, campers, fifth wheels, recreational vehicles, motor homes, motorcycles, mopeds, four-wheelers, all-terrain vehicles, eighteen-wheelers, freighters, rigs, semi-trucks, side by sides, golf carts, pushcarts, rickshaws, taxis, off-road vehicles, limousines, tractors, heavy equipment, trailers, service vehicles, recreational vehicles, boats, canoes, kayaks, aircraft, catamarans, sailboats, motor boats, dinghies, schooners, skiffs, rafts, watercraft, jet skis, large commercial vehicles, or any vehicle in the process of being repaired or otherwise inoperable shall be stored or parked on the exterior of any Lot within the Addition. The intent of this prohibition is that no such items shall be allowed in the Addition unless fully enclosed, parked, and stored in a manner that is screened and hidden from all streets, sidewalks, and all other Lots. All allowed and approved vehicles must be parked on paved surfaces fully within the Lot and not within any street or public right-of-way. Owners and occupants agree that Declarant or, after Declarant Turnover, the Association may enforce a prohibition on parking within streets and public rights-of-way as if such parking were a violation of parking restrictions on any Lot. The only exception is that such items may be parked on a Lot temporarily for a period of no longer than twelve (12) hours and no more than one (1) consecutive day, awaiting transport elsewhere. No vehicles will be allowed to be parked on the streets at any time, with the sole exception of occasional parking by guests of residents for events such as parties and gatherings, with such guest vehicles not to be parked in any street for more than twelve (12) hours and for no consecutive days.
- H. Golf carts. No Owner, tenant, resident, guest, invitee, or other Person may operate a golf cart, low-speed vehicle, or similar motorized cart on any street within the Addition unless the operator holds a valid driver's license.
- I. View From Street. All clotheslines, garbage cans, equipment, coolers, and storage piles shall be located so as not to be visible from the public street in front of the Lot. Garbage containers may be visible from the front street on the day of pick-up only and shall be hidden behind brick walls or another screen approved by the ARC at all other times.
- J. Tanks. No elevated tanks of any kind shall be erected, placed, or permitted on any Lot.
- K. Radio, Telecommunications, or Television Devices. No radio, telecommunications, receptor, antenna, or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height or twenty-four (24) inches in diameter, and no such item may be visible from any public street.
- L. Wind-Powered Generators; Solar Cells; Window Units. No wind-powered generators, windmills, wind pumps, or wind turbines shall be allowed on any Lot. No window air-conditioning units are allowed in the Addition. No solar panels, solar cells, heat collectors, photovoltaic modules, or gain equipment of any kind shall be allowed on any Lot. Any

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- exception shall be at the sole and absolute discretion of Declarant or the ARC, in writing and in advance.
- M. Temporary Structures. No trailer, tent, or shack shall be erected, placed, or permitted, nor shall any structure of a temporary character be used at any time as a residence, without the prior written consent of Declarant or the ARC.
 - N. Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except domesticated household pets. Such pets may not be kept or bred for any commercial purpose and shall be cared for and restrained so 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 two (2) household pets may be kept without the prior written permission of Declarant or, after Declarant Turnover, the Association. No pets, dogs, or other animals may be permitted to run loose within the Addition at any time. All pets shall be kept within approved fenced areas or on a leash at all times when outside. Wandering cats are not permitted within the Addition.
 - O. Play Structures. Play structures, play equipment, recreation equipment, playhouses, playground equipment, swing sets, trampolines, above-ground pools, bouncing equipment, bike ramps, forts, tree houses, platforms in trees, and similar structures of any type shall first be approved in writing by the ARC prior to being erected or allowed to remain on any Lot. Photographs, drawings, plans, and specifications for all such structures or equipment must be submitted to the ARC prior to construction or installation, with any modifications, approval, or rejection at the sole and absolute discretion of the ARC.
 - P. Vacant Lots. No trash, refuse, caves, or tree houses are to be placed, constructed, or stored on any vacant Lot. All vacant Lots shall be maintained and regularly mowed to be kept in good appearance.
 - Q. Athletic Equipment. No basketball goals, soccer goals, golf hitting nets, baseball cages, archery, badminton, tennis, volleyball, or other recreational or athletic equipment of any kind (including, without limitation, temporary or portable equipment) may be placed, erected, or maintained on any Lot in any manner that is visible from any other Lot or from any street, road, sidewalk, or public right-of-way, or in any manner that produces sound audible from any other Lot or any public or common area, without the prior written approval of the ARC and subject to such regulation, removal, or relocation as the ARC may require in its sole and absolute discretion. No skateboard or bicycle ramps may be constructed on any Lot. No basketball goals, equipment, or other athletic equipment may be attached to any part of any residence on any Lot, unless first approved in writing by Declarant or the ARC.
 - R. Outdoor Decorations; Furniture; Seasonal Decor. Any outdoor decorations, furniture, or seasonal decor shall be kept and installed in good aesthetic appearance and condition and shall be appropriate to the season. All outdoor furniture and decor shall be in harmony and keeping with the style and decor of the Addition.
 - S. Vent Pipes. All vent pipes shall be kept at a minimum height and shall be of such material or so painted as to blend with the roof. To the extent practical, all vent pipes shall be placed on the side of the roof not visible from the street. Vent pipes shall be the same color as the roof.
 - T. Storage of Building Materials. No building materials shall be placed or stored on any Lot until construction is to begin, and construction shall be completed within the time period set forth in the Design Guidelines or in the ARC's written approval. During construction, the Owner shall provide and use, at the Owner's expense, a trash container from commencement until completion of construction, and shall not allow debris or refuse to accumulate on the Lot or within the Addition during construction.
 - U. Landscaping. Landscaping shall be required on all Lots in conjunction with the completion of other improvements and shall conform to the landscape plan submitted by the Owner

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and approved by the ARC. Existing trees are to be preserved to the extent practical. Each Owner shall install and maintain, at such Owner's cost, solid slab sod on all areas of the front, rear, and sides of the Lot, except those areas established for landscaping planters, flower beds, or other ground cover as shown on the landscape plan first approved in writing by the ARC. Such solid slab sod and required landscaping shall be installed and completed before the time of completion of construction of the residence on the Lot and before any persons occupy the residence. All landscaped exterior areas on the Lot shall be covered and maintained with an automatic sprinkler watering system that is kept by the Owner in good and operational condition.

- V. Storage and Detached Structures. Detached storage buildings are prohibited unless first approved in writing by the ARC. All exterior storm shelters of any kind must be properly sodded and landscaped over, and all aspects of such structures and their placement must be approved by the ARC. Additional buildings, accessory structures, outbuildings, and similar improvements are governed by Article IX, Section 8.
- W. Driveways; Sidewalks; Mailboxes. All driveways must be of concrete or paver construction, in a material and design first approved in writing by the ARC. On each Lot, the entry driveway shall include a wall structure on both sides of the driveway at the location where the drainage pipe passes beneath the driveway. Each such wall structure shall include low-voltage lighting installed on the interior side of the wall in a manner sufficient to illuminate the driveway entrance and identify the location of the wall. Mailboxes shall be approved at the sole and absolute discretion of the Declarant or the ARC.
- X. Roofs. Roofs and roofing material, including pitch, color, material, and finish, shall be subject to Article IX, Section 9 and approved in writing by the ARC, in the ARC's sole and absolute discretion.
- Y. Fences. All fences shall conform to Article IX, Section 10 and the Fencing Exhibit attached hereto as **Exhibit "E,"** and shall be of a form, style, material, color, texture, configuration, and construction approved in writing by the ARC or Declarant, in the ARC's or Declarant's applicable sole and absolute discretion.
- Z. Flagpoles. ARC approval is not required for the installation of a single flagpole, provided it does not exceed twenty (20) feet above finished grade. If located in the front yard, a flagpole must be at least fifteen (15) feet from the front property line. Only flags of the United States of America flag, or the State of Oklahoma flag, are permitted as primary flags. All other flags of any nature are strictly prohibited, unless allowed through the sole and absolute discretion of Declarant or, after Declarant Turnover, the Association. Flags that are obscene or abusive, or that communicate messages repugnant to a reasonable person, are strictly disallowed.
- AA. Signs. The ARC must approve all signs prior to placement within the Addition. No sign shall be placed on any Lot, and each Owner agrees to not post any social media anywhere, the content of which is intended to slander, disparage, or embarrass any Owner, Builder, the Association, the Addition, or Declarant.

ARTICLE IX — ARCHITECTURE AND LANDSCAPING

Section 1. Requirement for Prior Approval.

No Builder shall be permitted to construct a Unit upon any Lot in the Addition without first being designated as an "approved Builder" by Declarant. Such designation must be in writing and shall be granted, denied, conditioned, or withheld by Declarant in Declarant's sole and absolute discretion.

No structure shall be placed, erected, or installed on any portion of the Property; no alterations of or additions to existing landscaping shall be made; and no improvements (including, without limitation, staking, clearing, excavation, grading, other site work, or exterior alteration of existing improvements) shall

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take place within the Property except in compliance with this Article IX and the Design Guidelines. In addition to the construction of dwellings and other buildings, it is specifically intended that placement or posting of any other structure on the exterior of any Unit or other portion of the Property shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer.

Modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to this Article IX. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article IX shall not apply to Declarant's activities or to improvements to the Common Areas by or on behalf of the Association or Declarant.

Section 2. Architectural Review.

Architectural review under this Declaration shall be conducted as follows:

A. **By Declarant.**

Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than Builders, Declarant retains the right to exercise architectural review under this Article IX. There shall be no prior surrender of this right except as provided in this Section. Each Owner and occupant, by accepting any interest in any portion of the Property, acknowledges that, as developer and as an Owner of portions of the Property and other real estate within the vicinity, Declarant has a substantial interest in ensuring that improvements within the Property preserve and enhance the Master Plan and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article IX ("Work") shall be commenced unless and until Declarant or its designee has given prior written approval for such Work, which approval may be granted, denied, conditioned, or withheld in Declarant's sole and absolute discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article IX shall continue so long as Declarant owns any portion of the Addition or any real property adjacent to the Addition, unless earlier terminated by a written instrument executed and Recorded by Declarant in the Official Records.

Declarant may, in Declarant's sole and absolute discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Additionally, Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article IX to an Architectural Review Committee appointed by the Board (the "ARC"). Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to: (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in Declarant's sole and absolute discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article IX, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by Declarant.

B. **Architectural Review Committee.**

Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article IX, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. The ARC, when appointed, shall consist of at least three (3) but not more than seven (7) Persons, who shall serve and may be removed and replaced in the Board's discretion. Members of the ARC need not be Members of the Association or representatives of Members. Compensation, if any, of ARC members shall be established from time to time by the Board.

Until such time as Declarant delegates all or a portion of its reserved rights to the ARC, or until Declarant's rights under this Article IX terminate, the Declarant shall have exclusive jurisdiction, and the Association shall have no jurisdiction over architectural matters.

*Orchard Hills, Section 1 — Declaration of CC&Rs*C. **Fees and Assistance.**

For purposes of this Article IX, the entity having jurisdiction in a particular case shall be referred to as the “Reviewer.” The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include, but are not limited to, reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and the Association may employ architects, engineers, or other Persons as deemed necessary to perform the review. The Board may include the compensation of such Persons in the Association’s annual operating budget as a Common Expense.

D. **Notice of Risk; Removal at Owner’s Expense.**

EVERY OWNER IS HEREBY ON NOTICE THAT AN OWNER PROCEEDS ENTIRELY AT THE OWNER’S OWN RISK IF THE OWNER COMMENCES IMPROVEMENTS, ALTERATION, CONSTRUCTION, REMODELING, RENOVATION, RETROFIT, REPLACEMENT, MODIFICATION, INSTALLATION, OR WORK OF ANY KIND ON ANY LOT IN THE ADDITION WITHOUT FIRST RECEIVING ADVANCE WRITTEN APPROVAL FROM THE ARC, WHICH APPROVAL CANNOT OCCUR UNTIL ALL SUBMITTAL ITEMS HAVE BEEN PROVIDED TO THE ARC. VERBAL APPROVAL FROM THE ARC OR ANY MEMBER(S) THEREOF IS NOT A VALID APPROVAL. IN THE EVENT THAT AN OWNER PROCEEDS WITH IMPROVEMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARC, AND THE ARC LATER DETERMINES, IN THE ARC’S SOLE AND ABSOLUTE DISCRETION, THAT SUCH IMPROVEMENTS DO NOT MERIT APPROVAL, THE ARC MAY REQUIRE THE OWNER TO REMOVE ALL SUCH IMPROVEMENTS AT THE OWNER’S SOLE EXPENSE, OR THE ARC, DECLARANT, OR THE ASSOCIATION MAY ENTER UPON THE DEFAULTING OWNER’S LOT AND HAVE THE IMPROVEMENTS REMOVED, WITH THE COST OF SUCH REMOVAL, TOGETHER WITH ANY ADDITIONAL FEES, COSTS, AND CHARGES, TO BE FILED AS A FORECLOSABLE LIEN AGAINST THE OWNER’S LOT.

E. **EACH OWNER SHALL BE BOUND BY ALL PROVISIONS HEREIN, AND EACH OWNER HEREBY AFFIRMS, AT THE TIME OF TAKING OWNERSHIP, THAT THE OWNER HAS READ THIS DECLARATION IN ITS ENTIRETY AND UNDERSTANDS AND ACKNOWLEDGES SUCH OWNER’S OBLIGATIONS HEREUNDER.****Section 3. Guidelines and Procedures.**

The following provisions shall govern the Design Guidelines and the application and review process:

A. **Design Guidelines.**

Declarant has prepared the initial Design Guidelines, attached hereto as **Exhibit “C,”** which may be amended from time to time by Declarant in Declarant’s sole and absolute discretion. The Design Guidelines shall apply to construction and landscaping activities within the Property. The Design Guidelines shall contain general provisions applicable to all of the Property, as well as specific provisions which may vary from one portion of the Property to another depending upon location, unique characteristics, intended use, the Master Plan, and any applicable zoning ordinances. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as Declarant owns any portion of the Property or has a right to annex any property, Declarant shall have sole and absolute authority to amend the Design Guidelines from time

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to time in Declarant's discretion. Thereafter, the ARC shall have authority to amend the Design Guidelines with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Property, and all such Persons shall conduct their activities in accordance with the Design Guidelines. In Declarant's discretion, the Design Guidelines may be Recorded in the Official Records, in which event the Recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Design Guidelines and this Declaration shall be final and binding.

B. Procedures.

Prior to commencing any activity within the scope of this Article IX, an Owner shall submit an application for approval, together with the applicable review fee, to the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening or fencing therefor, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever factors it deems relevant, including, without limitation, visual and environmental impact, natural platforms and finished grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are subjective and that opinions may vary as to the desirability or attractiveness of particular improvements. Approval by the Reviewer shall be required prior to the Owner pursuing or gaining any required approvals from local governing bodies.

The Reviewer shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections or offer suggestions for curing any objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified, approval shall be deemed to have been given; provided, however, that no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines and the Community-Wide Standard unless a variance has been granted in writing. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the United States Postal Service or upon receipt of an electronic mail transmission to the applicant's last address of record, so long as the email

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correspondence is verifiable as received. Personal delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery to the applicant. If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days after such approval, the approval shall be deemed withdrawn, and the Owner shall be required to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, the approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Article IX.

Section 4. No Waiver of Future Approvals.

Each Owner acknowledges that the membership of the Reviewer will change from time to time and that the interpretation, application, and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, drawings, or other matters requiring approval shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, the same shall not be construed as a waiver of future enforcement rights or as permission for future noncompliance.

Section 5. Variances.

The Reviewer may authorize variances in writing from its guidelines and procedures, but only: (i) in accordance with duly adopted rules and regulations; (ii) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship, or aesthetic or environmental considerations; and (iii) when construction in accordance with the variance would be consistent with the purposes of this Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain or the terms of any governmental approval, or the terms of any financing, shall not be considered a hardship warranting a variance. Notwithstanding the foregoing, the ARC may not authorize variances without the prior written consent of Declarant, so long as Declarant owns any portion of the Property or has a right to annex any property. Variance grants are within the sole and absolute discretion of the Reviewer.

Section 6. Indemnification of Officers, Directors, and Others.

Subject to Oklahoma law, the Association shall indemnify Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the ARC, against all damages and expenses (including reasonable attorneys' fees) reasonably incurred in connection with any claim, action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such Person may be a party by reason of being or having been an officer, director, or committee member. Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the ARC, shall not be liable for any negligence, except for their own individual gross negligence or intentional torts. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and hold harmless each such Declarant, officer, director, and committee member from any and all liability to others on account of any such contract, commitment, or action. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance per this obligation.

Further, review and approval of any application pursuant to this Article IX is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the ARC, and any member of any of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the Association, the Board, the ARC, and any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on, or modifications to, any Unit. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the By-Laws.

Section 7. Enforcement.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. The Association shall be primarily responsible for enforcement of this Article IX. If, however, in Declarant's sole and absolute discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it owns any portion of the Property, shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

Section 8. Setbacks; Additional Buildings; No Governmental Variances.

The following provisions shall govern setbacks and additional structures within the Addition:

- A. Setbacks. Each residence and other improvement shall be located on its Lot in compliance with the setback lines and limitations shown on the Final Plat and any setback requirements established by the Design Guidelines, this Declaration, or any applicable Supplemental Declaration. Where this Declaration, the Design Guidelines, the Final Plat, and any applicable governmental requirements differ, the most restrictive shall control.
- B. No Governmental Variances. No governmental variance, municipal approval, administrative adjustment, board of adjustment ruling, special exception, or other governmental action shall modify, reduce, waive, supersede, or otherwise affect the setback requirements established by the Final Plat, this Declaration, the Design Guidelines, or any Supplemental Declaration, unless such action is expressly approved in writing, in advance, by Declarant (so long as Declarant has approval rights hereunder) and the ARC, in each case in their sole and absolute discretion.
- C. Acknowledgment. Each Owner and Builder, by acceptance of a deed to a Lot or by commencing any Work on a Lot, acknowledges and agrees that the setback requirements established by the Final Plat and this Declaration are material to the development scheme, architectural harmony, privacy, spacing, and value of the Addition, and shall not be modified except in accordance with this Section 8.
- D. Additional Buildings, Accessory Structures, and Outbuildings. Subject to the prior written approval of the ARC, Owners may construct additional buildings, accessory structures, outbuildings, pool cabanas, gazebos, and similar improvements on Lots, provided that any such structure: (i) is located entirely within the applicable building setbacks shown on the Final Plat and otherwise required by this Declaration and the Design Guidelines; (ii) corresponds in style, scale, materials, color, and architecture to the principal residence on the Lot; (iii) is notably smaller in scale and height than the principal residence; (iv) is approved as to size, design, location, materials, color, finish, lighting, screening, and use by the ARC in writing prior to commencement of any Work; (v) is not used for any commercial purpose or as an additional dwelling unit; and (vi) does not unreasonably block views of open space and Water Features from other Lots. Only one (1) outbuilding shall be permitted on any Lot, no outbuilding shall exceed one thousand two hundred (1,200) gross square feet, and no outbuilding shall exceed one (1) story or such maximum height as the ARC may from time to time establish. Detached garages and pool cabanas may, if approved by the ARC, include a double-car garage door. The ARC reserves all rights to determine the location of all such structures so as not to unreasonably obstruct the views of other Owners from other Lots.

Section 9. Roofing.

All roofing material, color, and finish shall be subject to the prior written approval of the ARC, in the ARC's sole and absolute discretion. In considering roofing applications, the ARC may consider, without limitation, roof pitch, color, material, reflectivity, durability, visibility, longevity, compatibility, and harmony with the principal residence, neighboring residences, and the Addition as a whole. To promote harmony, uniformity, quality, and architectural consistency throughout the Addition, metal valleys are required on all residences and other roofed structures, and shall be installed in accordance with industry-

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standard methods and any specifications adopted by the ARC. Additionally, the shingle color on all roofing shall be “weathered wood” or a substantially similar gray color. Any other shingle color must be specifically pre-approved by the ARC. The ARC may approve, deny, or condition any roofing application in its sole and absolute discretion.

Section 10. Fencing.

All fencing within the Addition shall conform to the Fencing Exhibit attached hereto as **Exhibit “E”** and incorporated herein by reference, as the same may be amended from time to time. Except as otherwise provided herein, fencing shall be matching Trex Woodland Brown composite fencing, or such other material, color, style, and configuration as may be approved in advance and in writing by the ARC or Declarant, in the ARC’s or Declarant’s sole and absolute discretion. Any fence adjoining Common Area shall be constructed of black wrought iron-type materials or black powder-coated aluminum of four foot in height and design as approved by the ARC. All Waterfront Lots shall have side yard fencing constructed of matching Trex Woodland Brown composite fencing along the platted side property lines of the Lot which shall transition seventy-five feet (75’) from the rear property line of the Lot to black wrought iron-type materials or black powder-coated aluminum fencing that extends to the waterline of the ponds, lakes, and Water Features within the Addition. The Association grants a license to each Owner of a Waterfront Lot for the installation and maintenance of required fencing within the Common Areas. Lots 1, 2, 4, and 5, Block 2 shall have black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) six feet (6’) in height along the rear property lines. All aspects of fencing, including, without limitation, height, location, material, color, style, transitions, gates, and compatibility with neighboring Lots and Common Areas, shall be subject to ARC or Declarant approval. Certain Lots, as identified on or contemplated by the Fencing Exhibit, shall be required to include wrought-iron gates or other access features to allow access by Declarant, the Association, maintenance personnel, utility providers, emergency responders, or other parties designated by Declarant or the Association. All fencing shall be maintained by the Owner of the Lot in good condition. In the event a fence is damaged, deteriorated, or destroyed, the Owner shall promptly repair or replace the fence at the Owner’s expense.

Section 11. Balconies.

Notwithstanding anything to the contrary in this Declaration, the Design Guidelines, or any approval granted by the ARC or Declarant, no second-story balcony, elevated deck, elevated terrace, or other elevated exterior occupiable platform or projection shall be constructed, installed, maintained, or permitted facing towards the south of the following Lots: Lot 1, Block 2 and Lot 2, Block 2; or facing towards the east of the following Lots: Lot 4, Block 2 and Lot 5, Block 2.

ARTICLE X — MAINTENANCE AND REPAIR**Section 1. Level of Maintenance Required.**

The Addition shall be maintained in a manner consistent with the Community-Wide Standard and all applicable covenants. Maintenance, as used in this Article X, shall include, without limitation, repair and replacement as needed, irrigation, and such other duties as Declarant or the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. As long as Declarant owns any property in the Addition, or until Declarant earlier determines, Declarant and, thereafter, the Board, may establish a higher Community-Wide Standard for portions of the Property that are environmentally sensitive or that provide a greater than usual aesthetic value, and may require additional maintenance for such areas to reflect the nature of such property.

Notwithstanding anything to the contrary contained herein, neither the Association, any Owner, nor any other entity responsible for the maintenance of a portion of the Property shall be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that such Person has been negligent in the performance of its maintenance responsibilities.

Section 2. Owner’s Responsibility.

Each Owner shall maintain such Owner’s Unit in a manner consistent with the Community-Wide Standard and all applicable covenants and use restrictions, unless such maintenance responsibility is otherwise

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assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. Owners shall be responsible for maintaining the sidewalks and landscaping in the public right-of-way located in front of the Unit. Owners shall maintain all landscaping installed on the Unit by the Builder.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, Declarant or the Association may Record a notice of violation against the Owner's Lot or perform such maintenance responsibilities and assess all costs incurred against the Lot and the Owner. The Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action, except in an emergency situation as determined by Declarant or the Board.

Section 3. Association Responsibility for Common Costs.

By Supplemental Declaration or upon Board resolution, Owners of Units within the Addition shall be responsible for paying through Association assessments the costs of operating, maintaining, and insuring certain portions of the Common Areas within the Addition. This may include, without limitation, costs of maintaining any signage, entry features, rights-of-way, and open space between Units and adjacent public roads and private streets within the Addition, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

The Association may, but shall not be obligated to, assume maintenance responsibility for property within the Addition in addition to any property which the Association is obligated to maintain under this Declaration or any Supplemental Declaration, either by agreement with Declarant or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of such maintenance shall be assessed as an Association assessment against the Units within the Addition to which the services are provided.

ARTICLE XI — EASEMENTS

Section 1. Public Utility Easements.

Declarant reserves the right to locate, construct, erect, and maintain, or to cause to be located, constructed, erected, and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Addition as easements: sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility 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.

The Owner of any Lot abutting the Common Areas who must, in order to avail itself of utilities, enter or cross a Common Area, shall have an easement to do so, provided that such Owner shall use the most direct feasible route in entering upon and crossing the Common Area, shall not unreasonably interfere with the use of the Common Area, and shall restore the Common Area to its original condition at the sole expense of the Owner.

Section 2. Easements for Maintenance, Emergency, and Enforcement.

Declarant reserves to itself, and grants to the Association, easements over the Addition and all Lots therein to the extent necessary to enable Declarant or the Association to fulfill its maintenance, enforcement, and other responsibilities and rights hereunder. Declarant and the Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcing the Orchard Hills Documents; provided, however, that except to avoid an imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not be unreasonably withheld.

Section 3. Access Easements for Designated Lots.

Certain Lots, as identified on or contemplated by the Fencing Exhibit attached hereto as **Exhibit "E,"** shall be subject to an easement in favor of Declarant, the Association, maintenance personnel, utility providers, emergency responders, and such other parties as Declarant or the Association may designate, for purposes

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of access through wrought-iron gates, swing gates, pedestrian openings, or other access features required to be installed thereon. Such access easement shall be exercisable upon reasonable notice (except in an emergency) and shall be appurtenant to and run with the land.

ARTICLE XII — LOTS SUBJECT TO ADJACENT PROPERTY AGREEMENT

Section 1. Special Lots; Adjacent Property Agreement.

Certain Lots within the Addition shall be subject to a special restriction, easement, maintenance obligation, access arrangement, screening obligation, use restriction, or other agreement relating to property adjacent to the Addition (the “**Adjacent Property Agreement**”). The terms, conditions, lot identifications, obligations, easements, use restrictions, maintenance obligations, and other provisions applicable to such Lots shall be incorporated herein by Recorded Supplemental Declaration upon final agreement.

Section 2. Reservation of Rights.

Declarant reserves the right, in Declarant’s sole and absolute discretion, to (i) Record one or more Supplemental Declarations identifying the affected Lots and the Adjacent Property Agreement and incorporating its terms herein; (ii) impose and enforce additional covenants, restrictions, easements, or obligations on the affected Lots in accordance with the Adjacent Property Agreement; and (iii) modify or terminate any such Supplemental Declaration in accordance with this Declaration and the Adjacent Property Agreement.

Section 3. Acknowledgment.

Each Owner of an affected Lot, by acceptance of a deed to such Lot, acknowledges and agrees that such Lot may be subject to the Adjacent Property Agreement and the obligations imposed thereby, that such obligations are material to the development scheme of the Addition, and that such Owner shall comply with all applicable terms thereof upon Recording of the corresponding Supplemental Declaration.

ARTICLE XIII — REARRANGING, RE-SUBDIVIDING, OR RE-PLATTING

No rearranging, re-subdividing, or re-platting of any portion or all of the Property shall be done without the prior written consent of Declarant, regardless of timing and regardless of whether such activity is otherwise permitted by applicable law or governmental authority. Declarant’s consent under this Article XIII may be granted, denied, conditioned, or withheld in Declarant’s sole and absolute discretion.

ARTICLE XIV — RIGHT TO ENFORCE

The restrictions contained in this Declaration shall run with the land, touch and concern the land, and bind the Owners and their successors and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and observe and follow this Declaration. Declarant, the Association, or any Owner shall have the right to sue for and obtain an injunction, prohibitive or mandatory relief, to prevent the breach of this Declaration or to enforce the restrictions contained herein, or to seek damages for the violation of the restrictions contained herein. Failure or refusal by Declarant or the Association to act to correct, prevent, or seek compensation for any violation shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations. No cause of action shall accrue against the Association, Declarant, or their respective agents in the event of the invalidity of any provision of this Declaration, or for failure or refusal of the Association or Declarant to enforce a provision hereof. This Article XIV may be pleaded and shall stand as a full bar to the maintenance of any litigation brought against Declarant or the Association for the failure or invalidity of any provision of this Declaration, or for failure or refusal of the Association or Declarant to enforce a provision hereof.

ARTICLE XV — RIGHT TO ASSIGN

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Declarant may assign or convey to any Person any or all of the rights, powers, reservations, easements, exemptions, and privileges reserved to Declarant in this Declaration. Upon such assignment or conveyance, Declarant's assigns or grantees may, at their option, exercise, enforce, transfer, or assign all or any such rights, reservations, easements, and privileges, at any time or times in the same way and manner that Declarant may under this Article XV. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety.

ARTICLE XVI — JUDGMENT CONCLUSIVE

Until Declarant Turnover, all decisions made by Declarant under the authority conveyed or reserved to it by this Declaration shall in all cases be final and conclusive, and Declarant's judgment and determination shall be final and binding on all Owners. After Declarant Turnover, all decisions made by the Board, the ARC, or the Association under the authority conveyed or reserved hereunder shall, when made in good faith, likewise be final and binding on all Owners, subject to applicable law.

ARTICLE XVII — DURATION AND AMENDMENT

Except where otherwise provided in this Declaration, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns, and grantees, for an initial period of twenty-one (21) years from the date of this Declaration, and shall automatically be extended thereafter for successive periods of ten (10) years each, unless terminated in accordance with this Article XVII.

Until Declarant Turnover, Declarant may amend this Declaration in Declarant's sole and absolute discretion by Recording an amendment in the Official Records, and no consent of any Owner or the Association shall be required for any such amendment. After Declarant Turnover, Owners of three-fourths (3/4) of the Lots may, by a written instrument signed by all of such Persons and Recorded in the Official Records, vacate, amend, or modify all or any part of this Declaration. Notwithstanding the foregoing, no amendment shall affect or impair the rights, privileges, easements, or exemptions reserved to Declarant under this Declaration without Declarant's prior written consent.

ARTICLE XVIII — SEVERABILITY AND SPECIAL AMENDMENTS

Invalidation of any provision of this Declaration by a court, tribunal, or federal, state, or municipal authority shall in no way affect or invalidate any other provision of this Declaration, all of which shall remain in full force and effect.

Notwithstanding anything in Article XVII or elsewhere in this Declaration to the contrary, Declarant hereby reserves and is granted the right and power to Record a special amendment to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with the 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 Department of Veterans Affairs, 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; or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots or improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to 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 Declarant to make, execute, and Record special amendments in accordance with this Article

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XVIII. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot 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.

ARTICLE XIX — DISPUTE RESOLUTION

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at the Addition or any improvement constructed within the Addition, Declarant shall have the right to be heard by the Members or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of the Addition, including any improvement as to which a defect is alleged. Any such access, inspection, correction, or redesign shall occur only in the sole and absolute discretion of Declarant.

Prior to the Association or any Member bringing any judicial or administrative proceeding under the Documents, or asserting any claim against Declarant or the Association, the Person making such claim shall undergo formal mediation with the other party in a good-faith effort to resolve the dispute. In the event good-faith mediation fails to resolve the dispute, the Person shall thereafter be entitled to bring suit in the District Court of Oklahoma County, Oklahoma, which shall be the exclusive venue for any such proceeding. Each party shall bear its own costs of any mediation, including attorneys' fees, and each party shall share equally all charges rendered by any mediator.

Each Owner shall comply strictly with the Documents, including any rules, regulations, and resolutions of the Association. Failure to so comply shall be grounds for the taking of any action provided in the Documents, including, without limitation, the institution of legal proceedings in an action at law or in equity. Should Declarant or the Association engage legal counsel for representation of any claims brought against either, all costs associated with such engagement, including litigation costs and expenses, shall be recoverable from the other party, which may be collected as a Specific Assessment if the other party is a Member, and all such expenses may be reimbursed from the Members through a Special Assessment. No delay, failure, or omission on the part of Declarant or the Association in exercising any right, power, or remedy provided in the Documents shall be construed as an acquiescence thereto, shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same or any other violation or breach, or shall act as a bar to enforcement.

[Signature page to follow.]

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IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

ORCHARD HILLS DEVELOPMENT, LLC,
an Oklahoma limited liability company

By: Jon Horn

Printed Name: Jon Horn

Title: Manager

Signed by its Manager on behalf of the entity, and not in any individual or personal capacity.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

Before me, the undersigned Notary Public, in and for said County and State, on this 10th day of July, 2026, personally appeared Jon Horn, known to me to be the identical person who subscribed the name of the maker hereof to the foregoing instrument as its Manager, and acknowledged to me that such Person executed the same as such Person's free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

Notary Public: Lucinda L. Zapp

My Commission Expires: 12/08/28

My Commission Number: 16011406



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EXHIBIT "A"
Legal Description of the Property

“Orchard Hills,” “Orchard Hills I,” or the “Addition” shall mean the real property described below, together with such additional property as Declarant may cause to be subjected to this Declaration in accordance with Article II hereof.

LEGAL DESCRIPTION

A tract of land in the Northeast Quarter (NE/4) of Section Nine (9), Township Fourteen North (T14N), Range Four West (R4W), of the Indian Meridian (I.M.), Oklahoma County, Oklahoma, said tract more particularly described as follows, to wit:

BEGINNING at the Northeast Corner of said NE/4; thence
S00°06'19"E, with the Easterly line of said NE/4, a distance of 1983.20 feet to the Southeast Corner of that certain 9.84 acre parcel conveyed to Sheldon 2011 Revocable Trust, described in Warranty Deed recorded in Book 11918, Page 1695;
thence, with said 9.84 acre parcel the following two (2) courses:
S89°11'27"W a distance of 663.58 feet
S00°06'01"E a distance of 661.71 feet to the Northerly line of Cedar Ridge Farms II, same being an extension of the Northerly lines of Cedar Ridge Farms III and Cedar Ridge Farms IV according to the recorded plats thereof;
thence, with said Northerly lines, a distance of 1275.00 feet to the Southeast Corner of that certain 75.65 acre parcel conveyed to WP Land LLC described in Warranty Deed recorded in Book 15857, Page 1635;
thence, with the Easterly line of said 76.65 acre parcel, the following five (5) courses:
N00°51'45"W a distance of 465.00 feet;
N42°55'06"E a distance of 595.00 feet;
N26°38'38"E a distance of 1255.00 feet;
N58°59'57"E a distance of 475.00 feet;
N00°38'47"W a distance of 400.00 feet to the Northerly line of the aforementioned NE/4; thence
N89°21'13"E with said Northerly line a distance of 570.00 feet to the POINT OF BEGINNING.

Said tract contains 3,021,032 Sq Ft or 69.35 Acres, within the metes recited hereon.

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Preliminary Plan of the Addition in all phases and full build-out, subject to change in Declarant’s sole and absolute discretion.

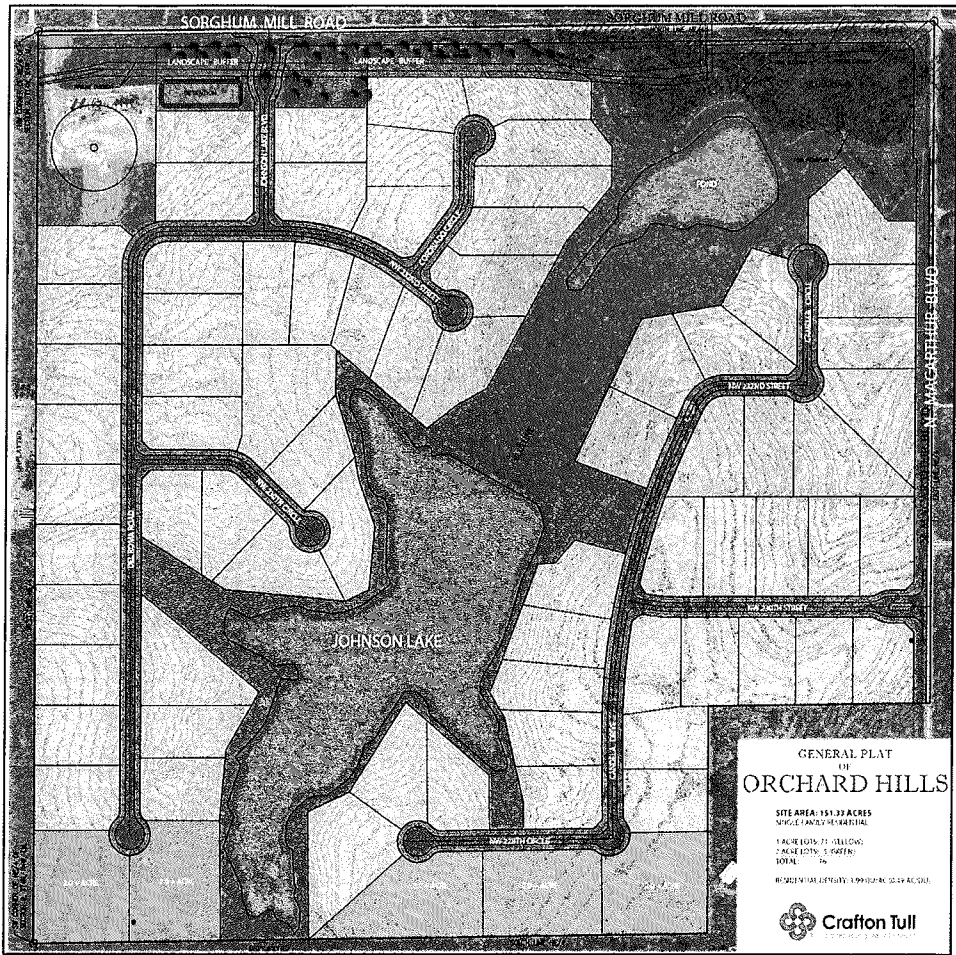


EXHIBIT "C"**Design Guidelines**

These Design Guidelines (the “Design Guidelines”) are intended to merely serve as an aid the ARC in review of submittals. Notwithstanding anything to the contrary herein, Declarant reserves the right to amend and modify these Design Guidelines from time to time in Declarant’s sole and absolute discretion. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Declaration.

Architectural and Design Rules of Orchard Hills

The following uses and restrictions are hereby adopted as the initial Architectural and Design Rules of the Addition (the “Rules”) to guide the review and approval of any improvement upon any Lot or Common Areas, to maintain the harmony, character, and charm of the Addition, and to enhance the value of each Lot and the neighborhood as a whole. The Rules may be amended at any time as provided in the Declaration. The definitions contained in the Declaration shall apply to these Rules unless otherwise defined herein.

1. Limitation of Liability for Approvals.

Any approval required herein must be submitted in writing, and any approval by the ARC must be in writing to be effective. Review and approval of any application is made primarily on the basis of aesthetic considerations. Neither Declarant, the Association, the Board, nor the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes or other governmental requirements. None of Declarant, the Association, the Board, or the ARC, nor any member thereof, shall be held liable for any injury, damages, or loss arising out of the manner, quality, or suitability of approved new construction or construction modifications occurring on any Lot.

2. Submission of Plans for Approval.

No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or Common Areas (except as installed or approved by Declarant in connection with the initial construction of structures or buildings on the Property), nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of plans and specifications showing the nature, kind, shape, color, height, materials, and location of the proposed work have been submitted to the ARC and approved in writing by the ARC as to the harmony of external design and location in relation to surrounding structures and topography. A detailed description or samples of exterior building materials (e.g., brick, stone, roofing, paint, siding, and trim) shall be presented to the ARC together with the plans and specifications. Applicants shall submit a duplicate application on the form provided by the ARC, accompanied by all required documentation in duplicate, together with the applicable review fee, which shall be in an amount as determined by the Declarant in Declarant’s sole discretion. The following Rules and restrictions are guidelines only; all plans must be submitted to the ARC, which may approve or reject plans in its sole and absolute discretion.

3. Minimum Residence Size.

Each residence constructed within the Addition shall contain a minimum of three thousand (3,000) square feet of enclosed heated and cooled living area, exclusive of garages, porches, patios, decks, basements, attics, unfinished areas, and other non-living areas. The ARC may, in its sole and absolute discretion, decline to approve any residence that does not satisfy this minimum.

4. Landscaping and Lawns.

Landscaping is an essential element of design within the Addition. Except as otherwise approved in writing by the ARC, the Owner of each Lot shall expend a minimum sum of Eight Thousand and No/100 Dollars (\$8,000.00) for front-yard landscaping, exclusive of sod and seasonal flowers. Such landscaping expenditure may be applied toward items such as trees, shrubs, perennial plants, and similar permanent landscaping installed on the Lot. Unless an extension is approved by the ARC, the expenditure must be made and the trees, shrubs, or perennials planted prior to issuance of a letter of good standing by the

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Association to any title company in connection with any transfer of possession of the Lot. No amount paid for grass, dirt, sprinkler systems, or similar items shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the ARC. Builders may submit typical landscaping plans to the ARC for pre-approval for a series of homes. Once pre-approved in writing, individual plans need only be submitted in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass before occupancy of a home. On each Lot there shall be no fewer than two (2) trees. On Lots adjacent to main thoroughfares within the Addition, at least one (1) tree shall be placed between the front of the residence and the street, and the ARC may, in its discretion, require additional landscaping and features. Native trees with a diameter in excess of three (3) inches measured two (2) feet above ground level shall not be intentionally destroyed or removed except with the approval of the ARC.

5. Exterior.

The exterior of each residence shall be comprised of at least seventy percent (70%) brick, rock, stucco, or other approved masonry product such as Hardie-board, or such other material as may be approved in advance and in writing by the ARC. ARC approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: (i) exterior lights shall be conservative in design and as small in size as is reasonably practical; (ii) exterior lighting shall be directed toward the residence and shall be of low wattage (limited to 2,000 lumens), without any flashing or intermittent lighting permitted at any time; (iii) lighting for walkways shall generally be directed toward the ground; (iv) additional lighting may be allowed during the holiday season, but shall be limited to the period between November 15 and January 15 of the following year; and (v) lighting fixtures shall be dark-colored so as to be less obtrusive. Low-voltage (12-volt) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the foregoing guidelines, or use of high-wattage spotlights, floodlights, or ballasted fixtures (including sodium, mercury, multi-vapor, fluorescent, or metal halide) requires ARC approval. The ARC may take into consideration the visibility and style of the fixture and its location on the residence.

6. Architectural Styles.

The ARC shall have ultimate authority and discretion in approving the architectural styles of structures in the Addition and may make the final determination as to whether the style of any proposed residence is in harmony with the atmosphere of the Addition and in conformity with the intent of the ARC. However, no second-story balcony, elevated deck, elevated terrace, or other elevated exterior occupiable platform or projection shall be permitted facing south of the following Lots: Lot 1, Block 2 and Lot 2, Block 2; or facing east of the following Lots: Lot 4, Block 2 and Lot 5, Block 2.

7. Roof Construction.

In addition to the approval of plans and specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the ARC for review and written approval prior to construction of the structure or installation of roofing material. The color, material, and finish of any roof construction shall be confirmed and approved by the ARC. To promote harmony, uniformity, quality, and architectural consistency throughout the Addition, metal valleys are required. Additionally, the shingle color on all roofing shall be “weathered wood” or a substantially similar gray color. Any other shingle color must be specifically pre-approved by the ARC. Roof pitch shall be of such pitch as is approved in writing by the ARC.

8. Fences and Retaining Walls.

No fence or retaining wall shall be constructed or installed until the location, design, style, material, and quality of same have been approved by the ARC or Declarant, in the ARC’s or Declarant’s sole and absolute discretion. The ARC or Declarant may prevent fencing from being erected or maintained upon any Lot to the extent the fencing may interfere with or be inconsistent with the appearance of nearby Common Areas or other features of the Addition. Property perimeter fences shall not exceed six (6) feet six (6) inches in height, unless a variance is granted by the ARC or Declarant, in the ARC’s or Declarant’s sole and absolute discretion. All fencing shall conform to the Fencing Exhibit attached to the Declaration as **Exhibit “E,”** and shall be matching Trex Woodland Brown composite fencing, or such other material, color, style, and

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configuration as may be approved in advance and in writing by the ARC or Declarant, in the ARC's or Declarant's sole and absolute discretion. Fencing erected upon any Lot, where not Trex, may be black wrought-iron-style metal or black powder-coated aluminum, unless otherwise required or approved by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion. Fences shall not be painted; only a clear-coat sealant may be permitted or stain in a color approved by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion. Owners are prohibited from erecting and maintaining chain-link fences in the Addition, except that Declarant shall have the right to erect and maintain chain-link fencing upon the Common Areas in places deemed appropriate by Declarant in Declarant's sole and absolute discretion. Location of all fencing must be approved prior to installation by the ARC or Declarant, in the ARC's or Declarant's sole and absolute discretion.

Notwithstanding the foregoing, the rear fencing of the following Lots, where such Lots face Common Area ponds, lakes, or other Water Features, shall be black wrought-iron-style fencing or black powder-coated aluminum not to exceed four (4) feet in height, with the last eight (8) feet of side fencing tapering from six (6) feet to four (4) feet to meet the rear wrought-iron-style fencing: Lot 13, Block 1; Lots 1 through 4, Block 3; Lots 1 through 5, Block 4; and Lots 8 through 10, Block 2. Fencing for all Waterfront Lots shall extend to the waterline of the ponds, lakes, and Water Features within the Addition. Waterfront Lots shall have side yard fencing constructed of matching Trex Woodland Brown composite fencing along the platted side property lines of the Lot which shall transition seventy-five feet (75') from the rear property line of the Lot to black wrought iron-type materials or black powder-coated aluminum fencing extending to the waterline. The fencing transitions and configuration are illustrated in the Fencing Exhibit attached as **Exhibit "E."** Lots 1, 2, 4, and 5, Block 2 shall have black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) six feet (6') in height along the rear property lines. Certain Lots, at the discretion of the ARC or Declarant applicably, may be required to include wrought-iron access gates or other access features to permit access by Declarant, the Association, maintenance personnel, utility providers, and other parties designated by Declarant or the Association.

Except as otherwise provided above, all fencing in the Addition that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be black wrought-iron-style fencing or black powder-coated aluminum, unless a variance is granted by the ARC or Declarant, in the ARC's or Declarant's sole and absolute discretion. Any fences shall be well-repaired and maintained. In the event a fence or wall is damaged, deteriorated, or destroyed, the Owner shall promptly repair or replace the same at the Owner's expense. All retaining walls shall be constructed of Trinity Wall System (landscape block) from Dolese Bros. Co. and shall be Arbuckle Blend in color, or such similar color and style as may be approved by the ARC or Declarant, in the ARC's or Declarant's sole and absolute discretion.

9. Construction Period.

Upon commencement of excavation on any Lot, work must be continuous, weather permitting, until the residence and other improvements are completed. No delay in the course of construction within a period of twenty-four (24) months will be permitted, unless a further extension of time for completion is granted by the ARC. If no such extension is granted, Declarant or its designee may, but shall not be obligated to, complete construction at the expense of the Owner.

A fine in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) per day shall be assessed against any Builder or Owner for construction of a residence or other improvements not completed within twenty-four (24) months from the issuance date of the building permit, or within any extension granted by the ARC. Such amount may be increased by the Declarant in the Declarant's sole discretion.

10. Roof Pitch.

Roof pitch shall be as approved by the ARC, in the ARC's sole and absolute discretion.

11. Foundation.

The foundation of structures shall be either (a) a footing-and-stem-wall foundation or (b) a post-tension foundation, or such other foundation type as may be approved in writing by the ARC.

12. Windows.

All windows may have SDL bars and shall be either clay, white, bronze, or red in color unless otherwise approved by the ARC.

13. Satellite Dishes.

No satellite dishes shall be permitted in the Addition without prior written approval of the ARC.

14. Pool Cabanas, Detached Buildings, and Outbuildings.

No metal buildings, tents, trailers, or temporary structures shall be erected or maintained within the Addition. Pool cabanas, gazebos, and similar outbuildings may be constructed and maintained **only** after the plans, specifications, design, size, materials, color, finish, and location have been approved in advanced writing by the ARC. Only one (1) outbuilding shall be permitted on any Lot, no outbuilding shall exceed one thousand two hundred (1,200) gross square feet, or lesser if out of scale with the residence. No outbuilding shall exceed one (1) story in height, and no outbuilding shall exceed a twelve (12) foot maximum plate height as the ARC may from time to time establish. Such structures must correspond in style and architecture to the principal residence, using the same materials, and must be notably smaller in scale and height than the principal residence and exist in harmony with neighboring living dwellings and properties. No commercial business shall be allowed in any detached building. Any approved detached building shall be constructed by the original builder of the principal residence, shall be similar in architectural style, and shall use the same construction materials as the principal residence. No detached building may be used as a residence or as an additional dwelling unit. Every Lot shall be used and occupied by only one (1) single-family unit. Detached buildings or outbuildings shall not unreasonably block the view to open space or to ponds, lakes, or other Water Features from other Lots. No detached building may be constructed or maintained on any Lots abutting Common Area ponds, lakes, or other Water Features. On such Lots abutting Common Area ponds, lakes, or other Water Features, any pool cabana or outbuilding must be connected or attached to the principal residence. Detached buildings may, if approved in advance by the ARC, include a double-car garage door to be oriented per approval of the ARC. The ARC reserves all rights to determine the location of all such structures so as not to unreasonably obstruct the views of other Owners. Under no circumstance shall a detached building be permitted to obtain a governmental variance to approach neighboring Lots closer than would otherwise be allowed without such variance, except as expressly approved in writing in advance by Declarant (so long as Declarant has approval rights hereunder) and the ARC.

15. Garages.

Each residence shall include garage capacity for at least three (3) cars. Garages shall be attached to the residence, unless a variance is granted by the ARC. Garages shall be compatible with and complementary to the principal residence in architectural style, materials, color, and location, and shall be subject to ARC approval as to design, orientation, configuration, materials, doors, and visual impact in the ARC's sole and absolute discretion. No garage designed for two (2) or more cars may face the street. A two (2) car garage may be permitted only in a J-swing configuration, and may be accompanied by a single-car, front-facing garage subject to ARC approval. Any front-facing garage shall be located not less than twenty (20) feet behind the front of the residence. All garage doors shall be insulated smart-trim garage doors unless a variance is approved by the ARC.

16. Basketball Goals and Sports Equipment.

No basketball goals, soccer goals, golf hitting nets, baseball cages, archery, badminton, tennis, volleyball, or other recreational or athletic equipment of any kind (including, without limitation, temporary or portable equipment) may be placed, erected, or maintained on any Lot in any manner that is visible from any other Lot or from any street, road, sidewalk, or public right-of-way, or in any manner that produces sound audible from any other Lot or any public or common area, without the prior written approval of the ARC and subject to such regulation, removal, or relocation as the ARC may require in its sole and absolute discretion. No skateboard or bicycle ramps may be constructed on any Lot. No basketball goals, equipment, or other athletic equipment may be attached to any part of any residence on any Lot, unless first approved in writing by Declarant or the ARC.

17. Signs.

In addition to the requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following:

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- A. **Builder or Trade Signs.** One (1) builder sign and permit board shall be allowed with ARC approval; subcontractor and trade signs are not permitted. Without prior ARC approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is for sale, and a single Open House sign may be placed on a property during an Open House and must be removed promptly after the event. Realtor and Builder signs shall be placed only on the Owner's Lot and are subject to review as to location, color, size, and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Signs shall be securely erected, and no signs or permits shall be placed in trees. Builder, Realtor, and For Sale by Owner signs shall be removed within five (5) days of closing of a Lot unless a longer period is granted in advance by the ARC.
- B. **Security Signs.** One (1) security sign may be permitted without ARC prior approval in the front yard, located either adjacent to the driveway or in close proximity to the front entrance. The ARC may impose size, shape, and color restrictions on security signs.
- C. **For Lease Signs.** Under no circumstances shall a for-lease sign be permitted in the Addition.

Installation or relocation of any other sign requires ARC approval. The ARC shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether the sign complies with the technical requirements of the Declaration or these Rules. Should the Owner fail to immediately comply with a demand for removal, the ARC shall have all rights of enforcement granted in the Declaration, including the right of self-help to remove any sign after reasonable demand is made.

18. Erosion Control.

During construction of any improvements on any Lot, erosion control must be maintained exclusively by the Owner or Builder to control runoff onto streets, Common Areas, or adjoining property. The responsibility to contain and account for runoff shall be borne entirely by the Builder or Owner, at the cost of such party. And the Builder and Owner shall indemnify and hold harmless the Declarant from all claims and disputes that relate to erosion or storm water controls.

19. Mailboxes.

Unless otherwise provided in any additional rules or restrictions, each mailbox shall conform to the ARC's specifications, available upon request. Each mailbox must be identical in color, design, shape, and appearance, with variations approved only by the ARC. Additional structures or features are prohibited without ARC approval. Newspaper tubes are prohibited.

20. Chimneys.

Chimneys shall be of brick, stone, or other material approved by the ARC.

21. Yard Ornaments.

No sculpture or lawn ornaments of any kind shall be permitted in yards visible from the street without the written consent of the ARC.

22. Carports and Clotheslines.

No clotheslines shall be installed, placed, erected, or maintained on any Lot. No carports shall be installed, placed, erected, or maintained on any Lot without the prior written approval of the ARC. Any approved carports are encouraged to be located behind the front line of the residence.

23. Dog-Related Structures.

No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One (1) dog-related structure is permitted without ARC approval, provided it is not visible from neighboring property. If a dog-related structure is visible from neighboring property, ARC approval is required, and the ARC may require screening, fencing, or landscaping prior to any approval.

24. Birdbaths, Birdhouses, and Birdfeeders.

ARC approval is not required for one (1) rear-yard installation of any birdhouse or birdfeeder no larger than twelve (12) by twenty-four (24) inches in size, or for one (1) rear-yard birdbath that, including any pedestal, is no taller than thirty (30) inches. Installation in front or side yards, or installation of multiple birdbaths, birdhouses, or birdfeeders, requires ARC approval.

25. Flagpoles; flags.

ARC approval is not required for the installation of a single flagpole, provided it does not exceed twenty (20) feet above finished grade. If located in the front yard, a flagpole must be at least fifteen (15) feet from the front property line. Only flags of the United States of America flag, or the State of Oklahoma flag, are permitted as primary flags. All other flags of any nature are strictly prohibited, unless allowed through the sole and absolute discretion of Declarant or, after Declarant Turnover, the Association. Flags that are obscene or abusive, or that communicate messages repugnant to a reasonable person, are strictly disallowed.

26. Pools.

ARC approval is required for the construction or installation of any pool. Pools shall be an integral part of the deck, patio area, or rear-yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that they are not visible from neighboring property. Pools shall be fenced for safety, and Owners may be required to install safety features (such as gate locks or pool covers) when not in use. Any building associated with a pool is considered a detached building.

27. Hot Tubs and Saunas.

ARC approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna, or spa. Such installations shall be an integral part of the deck, patio area, or rear-yard landscaping, shall be located in the rear or side yard, shall be installed in such a way that they are not visible from neighboring property, and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers when such items are not in use.

28. Setbacks.

Each residence shall be set back a minimum of twenty-five (25) feet from each side-yard property line and fifty (50) feet from any rear property line, unless a variance is granted by the ARC. No governmental variance, municipal approval, administrative adjustment, board of adjustment ruling, or other governmental action shall modify, reduce, waive, supersede, or otherwise affect the setback requirements set forth in this Section, the Declaration, or the Final Plat, unless expressly approved in writing in advance by Declarant (so long as Declarant has approval rights hereunder) and the ARC.

29. Guttering.

Each residence shall be guttered around the entire roof of the residence where runoff occurs.

30. Statues and Accessory Features.

ARC approval is not required for rear-yard installation of any statue, which, including any pedestal, stands not more than three (3) feet tall. Other accessory features, such as fountains, ponds, reflecting pools, or yard ornaments, require ARC approval.

31. Yard Maintenance.

No underbrush or other unsightly growth shall be permitted on any Lot, and no refuse or unsightly objects shall be allowed to remain thereon. The lawns and grounds on each Lot shall be maintained in a neat and attractive manner, including, without limitation, mowing of grass, weeds, undergrowth, and other vegetation no less than once a month, and trimming of shrubbery and trees periodically in accordance with good husbandry practices, including removal of dead trees, shrubs, or plants. If any Owner shall fail or decline to keep its Lot free of underbrush, refuse, or other unsightly objects, the Association, after providing seven (7) days' written notice, may enter upon the Lot and remove the refuse or otherwise cure the Owner's default. Such entry shall not be deemed a trespass, and the Owner shall be assessed the cost incurred by the Association in curing the default, which shall constitute a lien upon the Lot as provided in Article VII of the Declaration.

32. Window Air-Conditioning Units.

No window air-conditioning units shall be installed in any dwelling, garage, outbuilding, or other structure on a Lot.

All ARC approvals shall be granted, denied, conditioned, or withheld in the ARC's sole and absolute discretion, subject to applicable law. Please contact Declarant or the ARC for a current and updated copy of these Design Guidelines and the application form.

EXHIBIT "D"

Common Area, Pond, and Lake Exhibit; Restricted and Prohibited Access Areas

The map below depicts the location of ponds, lakes, water features, and common areas within the Addition, and identifies the restricted and prohibited access areas referenced in Article V, Section 12 of the Declaration. All such areas, together with the related shoreline, dam, embankment, and water-management improvements, are subject to the reservations of ownership and control of Declarant set forth in the Declaration.

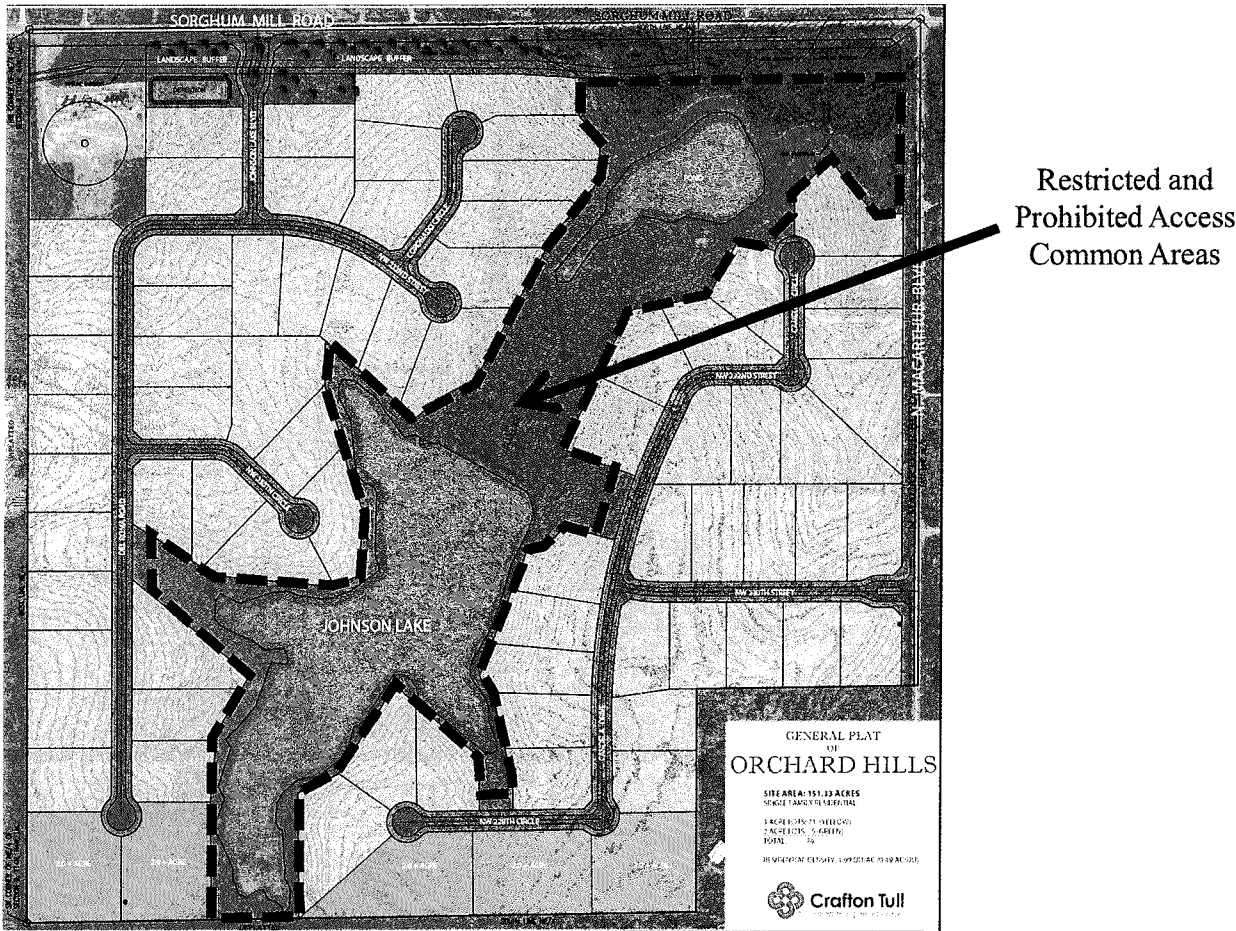


EXHIBIT "E"**Fencing Exhibit and Diagram**

This Fencing Exhibit governs the fencing requirements within the Addition and is incorporated into the Declaration. Fencing shall be matching Trex Woodland Brown composite fencing, black wrought-iron-style fencing, black powder-coated aluminum, or such other material, color, style, and configuration as may be approved in advance and in writing by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion. All fencing height, location, material, color, style, transitions, and gates shall be subject to approval by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion. Where this Exhibit conflicts with any other provision of the Declaration or the Design Guidelines, the more restrictive shall control.

A. Standard Perimeter Fencing.

Standard perimeter fencing shall be matching Trex Woodland Brown composite fencing, or such alternative as may be approved in advance and in writing by the ARC, not to exceed six (6) feet six (6) inches in height, unless a variance is granted by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion.

B. Pond, Lake, and Common Area Frontage Fencing.

On Lots with rear yards facing Common Areas, including ponds, lakes, or other Water Features, rear fencing shall be black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) not to exceed four (4) feet in height. The last eight (8) feet of side fencing on each side shall taper from six (6) feet to four (4) feet to meet the rear wrought-iron-style fencing. The Lots subject to this requirement include, without limitation: Lots 1 through 5, Block 3; Lots 1 through 5, Block 4; Lots 5 through 10, Block 2. Additionally, fencing along the western-property line of Lot 13, Block 1 shall be black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) not to exceed four (4) feet in height, unless otherwise approved by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion. Lots 1, 2, 4, and 5, Block 2 shall have black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) six feet (6') in height along the rear property lines. In addition to the above requirements, all Waterfront Lots shall have side yard fencing constructed of matching Trex Woodland Brown composite fencing along the platted side property lines of the Lot which shall transition seventy-five feet (75') from the rear property line of the Lot to the black wrought iron-type materials or black powder-coated aluminum fencing which shall extend to the waterline of the ponds, lakes, and Water Features within the Addition. The Association grants a license to each Owner of a Waterfront Lot for the installation and maintenance of required fencing within the Common Areas.

C. Greenbelt Frontage Fencing.

All fencing in the Addition that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron), unless a variance is granted by the ARC or Declarant, in the ARC's or Declarant's applicably sole and absolute discretion.

D. Access Gates on Designated Lots.

Certain Lots, at the discretion of the ARC or Declarant applicably, shall be required to include wrought-iron access gates or other access features to permit access by Declarant, the Association, maintenance personnel, utility providers, emergency responders, and other parties designated by Declarant or the Association. Such gates shall remain operable and unobstructed at all times, and the affected Owners shall provide Declarant and the Association with such keys, codes, or other access mechanisms as may be requested.

E. Maintenance and Repair.

All fencing shall be maintained by the Owner of the Lot in good condition. In the event a fence or wall is damaged, deteriorated, or destroyed, the Owner shall promptly repair or replace the fence or wall at the Owner's expense and in conformity with this **Exhibit "E"** and the Design Guidelines.

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F. Fencing Diagram.

The rear fencing for Lots with rear yards facing Common Area ponds, lakes, other Water Features, or Common Area greenbelt, as outlined with a red dashed line below, shall be black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) not to exceed four (4) feet in height. All Waterfront Lots shall have black wrought-iron-style fencing which extends for seventy-five feet from the rear property line towards the front of the Lot and to the waterline of the adjacent pond, lakes, or other Water Feature. Lots 1, 2, 4, and 5, Block 2, shown outlined with a green dashed line below, shall have black wrought-iron-style fencing (i.e., black powder-coated aluminum fencing with the appearance of wrought iron) six feet (6') in height along the rear property lines. The Declarant and the Association shall have an easement to install and maintain an Association Fence and entryway improvements, including but not limited to signage, landscaping, and lighting, as described within that certain Sign and Landscape Easement, filed in the records of the Oklahoma County Clerk, and shown outlined with a blue dashed line below.

