

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS DECLARATION dated February 5th, 2004, by Remington Renovations, Inc., (the Declarant).

A. Declarant owns a tract of land, located in McClain County, Oklahoma. The tract (hereinafter called the "Property") consists of all of the land described on Exhibit "A" attached hereto and made a part hereof which has been platted into an addition, on the subdivision plat entitled "Remington Place Estates I, a subdivision of part of the NW/4 of Section 8, Township 8 North, Range 3 West of the Indian Meridian McClain County, Oklahoma," recorded in Book 1691 of Plats at Page 183 in the office of the County Clerk of McClain County, Oklahoma

B. Declarant desires to subject the Property, and the lots located therein, to the covenants, conditions, restrictions and easements set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots

C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions and easements set forth below.

ARTICLE I

DEFINITIONS

- a) "Association" means the Remington Place Homeowners Association.
- b) "Bylaws" shall mean the duly adopted Bylaws of the Association, as the same may be amended, changed or modified from time to time
- c) "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the Bylaws.
- d) "Architectural Committee" shall mean the Committee selected by the Association pursuant to Article IV of the Declaration of Covenants, Conditions and Bylaws filed contemporaneously herewith.
- e) "Declarant" means each person who signs this document, and Declarant's successors and assigns.
- f) "Lot Owner" or "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Lot Owner" or "Owner", shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.



STATE OF OKLAHOMA } SS
 McClain County }
 Filed for record on this
 6th day of Feb 2004
 at _____ o'clock P.M. by _____
 Book 1691 on page 184
 Doc. Stamp \$ _____
 Lisa Hensley, County Clerk
 By _____ Deputy
 Reason for _____
 Daniel Remington
 P.O. Box 732287
 Norman, OK 73071

ARTICLE II

GENERAL RESTRICTIONS

Section 2.1 Land Classification. All Lots are hereby classified as Single-Family lots, i.e., each Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof. No gainful occupation, profession, business, trade, church or other non-residential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

Section 2.2 Signs, Billboard and Detached Structures. No signs or billboards will be permitted upon the Open Space or upon any Lot, except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area may be placed upon a Lot which is for sale or rent; provided, however, that this restriction shall not apply to the Declarant, nor shall this restrict the right of the Declarant to construct entrance gateways and permanent signs identifying the development.

Detached Structures other than the garage erected as part of the original construction shall not be allowed on any Lot without prior written approval of the Architectural Committee. No Detached Structure shall be used as a residence or living quarters.

Section 2.3 Lot Upkeep. Each Owner of a Lot shall keep the Lot in presentable condition or the Association may, at its discretion, mow such area, trim trees, repair fences, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as provided in the Bylaws of said Association with respect to other assessments and shall bear interest at the rate provided in same. There shall be added to the actual cost of the work 10% to cover the administration expense of the Association.

Section 2.4 Drainage, Erosion. Drainage as originally established in the development plan for The Properties shall be maintained by the owner.

Each owner of a lot shall take all steps necessary to prevent the erosion of said Lot including, but not limited to, the planting and maintaining of grass or ground cover or the construction of retaining walls.

Further, each owner of a lot which adjoins or is adjacent to the pond or creek shall take actions and perform all maintenance work necessary to control erosion, including, but not limited to, the planting and maintaining of grass, shrubbery or ground cover and the construction and installation of landscape timbers and retaining walls. No changes may be made to a pond or its dam without prior approval by the Architectural Committee.

All retaining walls and landscape timbers must be approved in writing by the Architectural Committee prior to construction.

Section 2.5 Animals. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar

domestic animals may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. The keeping of livestock, including, cattle, horses, fowl, sheep or swine for any purpose is expressly prohibited. All areas for animals, including ordinary house pets shall be kept and maintained in a manner that will be inoffensive to adjacent property owners.

No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish or reptile shall be considered to be a house or yard pet, or nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that chickens, guineas, mules, donkeys, emus, ostriches, pigs, goats and sheep shall not be considered as house or yard pets hereunder and shall not be allowed on the properties.

Section 2.6 Nuisances. No noxious 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.

Section 2.7 No Vehicles Beyond 25 Foot Line. No owner of a lot may park any vehicle temporarily or permanently on any street within the subdivision. No automobile, truck, trailer, mobile home, or other vehicle of any nature shall ever be temporarily or permanently parked or located or otherwise maintained, repaired or serviced, for a period of more than 24 hours, forward of the 25 foot front and side set-back restrictions above set forth. This provision shall not prohibit parking personal vehicles on the driveway for the purpose of ingress or egress of the owner, or owner's guest or invitees. No commercial vehicles shall be parked on any street longer than is reasonable necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. Boats, trailers, trucks in excess of 1 ton, inoperable or salvage vehicles and all other vehicles which are not normally used as daily transportation may be kept on the premises provided that they are totally concealed from the street.

Section 2.9 Treehouses, Platforms and Antennae. No treehouses, platforms in trees, or other similar structures or equipment, shall be visible from neighboring property. Nor radio or television antennae, or transmitters shall be erected on any Lot except in the location and subject to a design approved in advance by the Architectural Committee.

Section 2.10 Mail Boxes. Declarant is not responsible for mail service to the Properties. In the event other than a cluster mail box is permitted by the U.S. Postal Service, the location and design of mail boxes shall be approved in advance by the Architectural Committee. All mail boxes shall be constructed of stone or brick.

Section 2.11 Garbage Cans. All garbage cans are to be fully screened from view from streets and shall not be visible from neighboring property except during collection times and then only for the shortest time necessary to effectuate said collection.

Section 2.12 Size and Location of Dwellings. No dwelling house shall be permitted on any Lot whose ground floor area, exclusive of one story open porches and garages, which is less than 1500 square feet for a dwelling house with one story, and not less than 1000 square feet on the ground floor of two (2) story dwellings, with a total of not less than 1800 square feet. Split level homes must be at least 2000 square feet.

No dwelling will be located on any Lot less than 25 feet from the front lot line or less than 20 feet from the back lot line or nearer to the side street line than the Building Limit Line shown on the recorded plat. No dwelling, detached buildings or out buildings shall be located nearer than ten (10) feet to a side lot line. All dwellings will face the front of the Lot. In the case of corner Lots, the dwelling may face the street on the side of the Lot.

No dwelling will exceed two and one-half (2 ½) stories in height.

Section 2.13 Garages, Carports and Approach. All structures must be so situated that parking space for at least two (2) automobiles will be available on a paved surface, and a minimum of a two (2) car garage will be constructed with each dwelling unit. No carports will be allowed. No garage shall be used or converted into a residence.

All homes shall be constructed with concrete garage approaches of at least twenty-two (22) feet in length. The remaining portion of the driveway from approach to road or road easement shall be of concrete or asphalt.

Section 2.14 Easements. The Declarant reserves the right to locate, construct, erect, and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any public utility or 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.

Easement for installation and maintenance of utilities, pipelines and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and except for the Open Space and Private Access Easement Areas, which are to be maintained by the Association.

Section 2.15 Storage of Fluids. No tank for the storage of oil or other fluids may be maintained above or under the ground on any Lot.

Section 2.16 Vacant Lots. No trash, ashes, grass clippings or other refuse may be thrown or dumped on any vacant Lot.

Section 2.17 Drilling Prohibited. No drilling or exploration for oil, gas or other minerals or

for water shall be permitted without the prior written consent of Declarant

Section 2.18 Tree Removal. No trees are to be removed from The Properties, except to allow for construction of buildings and appurtenances, without the consent of the Architectural Committee provided, however, that any tree for which permission to remove is obtained must be replaced with a new tree on the Lot.

Section 2.19 Temporary Residences. No trailer, mobile home, tent, shack, stable, bar or other outbuilding shall be used as a temporary or permanent residence. No structure may be removed from another area and relocated or reconstructed on a lot. All dwellings shall be constructed of new materials. Move-in houses, which includes factory built homes, modular homes, trailer houses or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private site built structures.

Section 2.20 Materials and Construction. No building materials will be placed on any Lot until construction is to begin on such Lot and construction of any structure will be completed within two (2) years from the date of purchase of said Lot. All outside walls of dwellings will be at least seventy-five percent (75%) brick or rock as approved by the Architectural Committee. Roofing materials will consist only of twenty-five year Timberline shingles or better or other material specifically approved by the Architectural Committee. All roofs must have a minimum 8/12 pitch. All vent pipes will be of minimum height and will be of such materials or color to harmonize with the roof.

Section 2.21 Closed Sewage Systems. No sewage disposal system shall ever be located or created on any of the lots in Remington Place Estates I Addition unless the same has first been approved by the City of Newcastle, Department of Environment Quality for McClain County, State of Oklahoma, and the State Health Department of the State of Oklahoma, and all such sewage disposal systems shall be operated and maintained, repaired and replaced, to comply with the requirements of the State Health Department of the State of Oklahoma. In all incidences THERE SHALL BE NO OPEN LAGOONS whether or not same is approved by the State Department of Health. Only closed systems shall ever be allowed.

In all instances no lateral lines shall be constructed within five (5) feet of any lot line or property line.

Section 2.22 Water Well Approval. Any private water well or private water system created on any lot in The Properties shall first be approved by the Department of Environment Quality for McClain County, State of Oklahoma, and all such private water systems or wells shall be operated, maintained, repaired and replaced to comply with the requirements of the State Health Department of the State of Oklahoma.

Section 2.23 Junkyard/Automobile Repair Operations Prohibited. No owner may maintain a junk yard, automobile repair operation or any accumulation of building materials on any of Lots in the Remington Place Estates I Sub-Division.

Section 2.24 Noxious Trades Prohibited. No noxious or offensive trade or activity shall ever be conducted on any of The Properties nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

Section 2.25 Firearms. No person shall discharge any type of firearm or set off any aerial fireworks anywhere within said properties for any reason. Fireworks (other than aerial types) will be permissible only on the Fourth of July as long as prudent safety practices are observed and their usage is under the supervision of a guardian or parent of legal age

Section 2.26 Fencing. No fences shall be constructed except after approval and review by the architectural committee, and all fences shall be designed and constructed so as to be compatible with the neighborhood. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Barbed wire fencing and Hog wire fencing are prohibited.

Section 2.27 Private Exterior Gates and Access Prohibited. Each owner and their guest must utilize only those streets, roadways and entrances to the properties as are shown on the recorded subdivision plat. No gates, streets, roads or openings granting access to the exterior of the subdivision or to any adjoining or adjacent properties will be tolerated

ARTICLE III. RESERVED EASEMENTS

1 Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by Declarant over the front, side and rear 10 feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains, as shown on the accompanying plat. No Structure, planting or other material shall be placed or permitted or remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfered with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

2 Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground line, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each

and every Lot in the easement area reserved in Paragraph 14 of this Declaration. Declarant further reserves to itself, Declarant's successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easements shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Declarant.

ARTICLE IV. GENERAL PROVISIONS

1. The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to the Declaration unless the provisions of this Paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this Paragraph.

2. Declarant shall have the right, by instrument duly recorded in McClain County, Oklahoma which need only be signed by Declarant and the holder of any mortgage or similar lien on the portion of the Property then owned by Declarant to modify the provisions of this Declaration if the modification is required by the Veterans Administration of the Federal Housing Administration or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs, and the consent to the modification by and Lot owner or of the holder of any mortgage or lien on such owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by Declarant.

3. The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

4. Each conveyance of a Lot, or of any interest in the Lot, by Declarant, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

EXECUTED the day and year first above written.

DECLARANT:
Owner of all Tracts shown on Exhibit "A" Attached.
Remington Renovations, Inc.
An Oklahoma Corporation


By: 
Daniel Remington, President

EXHIBIT "A"

A tract of land being part of the NW/4 of Section 8, Township 8 North, Range 3 West of the Indian Meridian McClain County, Oklahoma, and more particularly described as follows:

Commencing at the SW corner of said NW/4; thence N89°38'59"E along the South line of said NW/4 a distance of 793.90 feet; thence N00°16'11"W a distance of 50.00 feet to the Point of Beginning; thence continuing N00°16'11"W a distance of 610.04 feet; thence S89°38'48"W a distance of 130.00 feet; thence N00°16'11"W a distance of 660.03 feet; thence N89°38'37"E a distance of 504.20 feet; thence S11°33'26"W a distance of 195.38 feet; thence N89°38'48"E a distance of 150.00 feet; thence S21°24'34"E a distance of 128.59 feet; thence N89°38'48"E a distance of 38.80 feet; thence S00°15'24"E a distance of 148.88 feet; thence S89°38'48"W a distance of 35.25 feet; thence S00°15'24"E a distance of 200.00 feet; thence S89°38'48"W a distance of 484.00 feet; thence S00°16'11"E a distance of 610.04 feet; thence S89°38'59"W a distance of 50.00 feet to the Point of Beginning which has been platted into Remington Place Estates I.