

Cross Oaks Deed Restriction & Covenants

The owner does hereby establish the subdivision known as "CROSS OAKS". The owner does hereby dedicate for public use the streets as depicted on the plat and does further dedicate for public use all easements as depicted on the plat for the several purposes of construction, maintaining, repairing and removing any and all public utilities. The owner does hereby dedicate to the "CROSS OAKS HOMEOWNERS ASSOCIATION" the Fencing and Landscaping Easements as depicted on the plat.

LOT USE:

1. Premises are conveyed and shall be used only for residential single-family purposes.
2. No lot shall be used for any business, commercial or manufacturing purpose.
3. No lot may be subdivided to accommodate two or more separate owners or dwelling.
4. No structure shall be placed, altered, erected, or permitted to remain on any lot which exceeds two (2) stories in height.
5. No building of any type may be moved into CROSS OAKS.

DWELLING:

1. No structure of a temporary character may be used as a residence.
2. No manufactured or mobile home or Recreational Vehicle shall be used as a dwelling in CROSS OAKS.
3. All dwellings shall have a minimum living space of at least twenty three hundred (2300) square feet. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages.
4. All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of stucco, brick, or stone; provided, however, that the area of all covered porches, windows, and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed.
5. The roof of the dwelling shall have a pitch of at least 7/12 over seventy-five percent of the total roof area, and none of the roof area shall have a pitch of less than 4/12.
6. The roof must be laminated, Heritage II Shingles, or equal to, grey to black blend in color.
7. Exterior siding shall be horizontal wood or approved pre-manufactured clap board with a maximum width of eight inches (8") to the weather.
8. Spark guards shall be on all wood burning chimneys.
9. Any deviation in the dwelling requirements shall be permitted only upon the written consent of the Architectural Committee.

GARAGES:

1. All dwellings shall have attached or unattached garages suitable for accommodating a minimum of two (2) standard size automobiles.
2. All garages shall be accessed by an overhead garage door. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door.

3. No garages shall be larger than accommodation for three (3) standard size automobiles.

DRIVEWAYS AND SIDEWALKS:

1. All driveways into a lot from any street shall be constructed of concrete or asphalt and shall not be less than eighteen feet (18') in width, and flanked with headwalls constructed of brick, stone or stucco. Headwalls to measure eight feet (8') in length, one foot (1') in height above the finished street level and centered over the ditch line.
2. Four foot (4') wide concrete sidewalks are to be installed along the street frontage of each lot. Sidewalks shall be six inches (6") inside the property line of each lot from the dedicated street right-of-way and are to be installed by the lot owner prior to the completion of the dwelling.

MAILBOXES AND STREET LAMP:

1. A combination street lamp and mailbox (#410) will be purchased from Street Lamps of America in Tulsa, to be placed by the driveway at street level.

SODDING AND LANDSCAPING:

1. The entire front and side yard of each lot must be sodded. A minimum of \$1500 of professional landscaping is to be installed by the lot owner prior to the completion of the dwelling.

OUTBUILDINGS:

1. Outbuildings may be erected on any lot, provided they are architecturally compatible with the dwelling and are approved by the architectural review committee prior to construction.
2. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and appurtenant thereto, provided the architectural committee may waive this restriction in the particular instance.
3. All outbuildings shall comply with the building code of Osage County.

FENCES:

1. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the architectural committee.
2. All fences shall be constructed of wood, brick, wrought iron, or "treated" round wood posts and rail with chain-link.
3. All fences must be approved by the architectural committee.
4. The lot owners of Lots 1 thru 7 must install on the South property line, a four foot (4') treated round wood posts and rail with chain-link fence prior to the completion of the dwelling.

ANIMALS:

1. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) household pets and the sucking young of said animals, provided that no more than two (2) adult dogs shall be maintained on any lot.

2. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling used as a residence.
3. All animals must be fenced in or kept on a leash.
4. Animal shelter shall be screened from view from any street unless built in conformity to the requirement for outbuilding herein.

STORAGE:

1. No outside storage or keeping of building materials, tractors, movers, equipment, implements or salvage shall be permitted.
2. Building materials may be stored for a period of thirty (30) days prior to the start of construction.
3. Construction shall be completed within twelve (12) months after the pouring of the footing.

VEHICLES:

1. No vehicle, motor-home, motorcycle, motor bike, camper, trailer, boat or sailboat, whether or not operable, (collectively referred to as "vehicles") shall be kept, parked, stood, or stored for more than forty-eight (48) hours, during any seventy-two (72) hour period, except in a garage or screened from view on a concrete or asphalt driveway in the rear yard.
2. Residents' vehicles shall not be parked or stood in any street.

ANTENNAE:

1. No television, radio, or other antennae or reception devices shall be constructed or maintained on any lot, except satellite dishes which shall be attached to the dwelling and be no larger than twenty-four (24") in diameter and when possible shall be screened from view of the street.

SIGNS:

1. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of sold property, or sign used for the purpose of campaigning for a result in any political election or issue or by the developer or build to advertise the property during the construction and sales period, unless approved in writing by the developer.

SET-BACK LINES:

1. No building, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat.
2. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for swellings or other outbuilding structures shall be thirty feet (30') at the front yard, ten feet (10') at the side yard and twenty feet (20') at the back yard.

SANITARY DISPOSAL AND WATES:

1. No outside toilets shall be allowed in CROSS OAKS and all sanitary arrangements must comply with local and state health requirements.
2. Individual aerobic sewage treatment systems must be used instead of septic systems.
3. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes.
4. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner.
5. Lots and all easements thereon shall be kept clean, neat and mowed to the street or County road by the individual owner(s) of each adjacent lot.
6. All waste containers must be removed from the curbside and screened from roadway view within eighteen (18) hours after refuse collection vehicles empty the containers.
7. No exposed clothes line poles or outdoor drying apparatus will be permitted on any lot.

NUISANCE:

1. No noxious or offensive trade or activity shall be carried on upon any lot.

ENFORCEMENT:

1. Enforcement to restrain or to recover damages for violation of the covenants may be brought by the Developer, Homeowners Association, or an owner of any lot, whether acting jointly or severally.
2. The Developer and the CROSS OAKS Homeowners Association shall not be obligated to enforce any covenant or restriction through legal proceeding or otherwise.
3. The failure of the Developer, or any successor in title, to enforce any given restriction or covenant or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restriction and protective covenants.
4. Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.
5. These conditions and restriction are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided however, they may be amended by the owners of a majority of the lots at CROSS OAKS, which amendment shall be effective upon recording in the records of the Osage County Clerk.

ARCHITECTURAL COMMITTEE, APPROVAL OF PLANS:

The Architectural Committee shall be comprised of Jimmy Joe Burton and Edith Sharon Burton, or their duly authorized representatives, or successors. No building or any other structure shall be erected, placed or altered on any lot in the CROSS OAKS subdivision until the building plans, specifications and plot plan have been approved in writing by the Architectural Committee, which reserves power to control the building, structures, and other improvements placed on each lot, as necessary and proper. In its review of plans or consideration of any request for waiver, the committee may take into consideration the nature and character of the proposed building or structure, the materials of which it is proposed to be constructed, and the harmony thereof with the surrounding area.

HOMEOWNERS' ASSOCIATION AND ANNUAL ASSESSMENTS:

A Homeowners' Association known as "CROSS OAKS HOMEOWNERS ASSOCIATION", an Oklahoma Non-profit Corporation has been established to maintain the entryway and the Fencing and Landscaping Easements and for such other purposes as shall be deemed advisable. All lawful acts, if any, of the CROSS OAKS HOMEOWNERS ASSOCIATION, made under and pursuant to its Certificate of Incorporation and by-laws shall be binding upon the lots contained in CROSS OAKS subdivision and the owners thereof. Membership in the association shall consist of all owners of lots in the addition and of such additional property designated by the Developer.

All lots in the CROSS OAKS subdivision, except those owned by the owner, Developer, Jimmy Joe Burton and Edith Sharon Burton, shall be subject to mandatory dues and/or assessments. Any dues/or assessments which are not paid on or before the due date, as prescribed by the Board of Directors of the Association in writing shall be delinquent.

Delinquent dues and /or assessments shall constitute a lien on the respective lot.

The Association may take action against the owner delinquent in the payment of dues/or assessments owed to the association. Such action may include but is not limited to demand letter, collection letters from an attorney, actions to enforce a lien filed against the owner's lot, litigation and other actions designated by the Association to obtain payment for financial obligation owed by an owner. In taking these actions, whether one or more, the Association shall be entitled to collect the cost it has incurred in pursuing efforts to attorney's fees, whether related to the sending of collections, filing of collection lawsuit, or pursuing its effort to collect delinquent assessments from an owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.