"The Harbor Reserve" at CrossTimbers
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Drummond Pointe Development, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "OWNER/DEVELOPER", is the owner of the following described land in Osage County, State of Oklahoma, to wit:

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Two (2), Township Twenty-One (21) North, Range Eleven (11) East of the Indian Base and Meridian, Osage County, State of Oklahoma, According to the United States Government survey thereof, being more particularly described as follows: Commencing at the NE corner of said NW/4; thence S 89°53'30" W and along the North line of said NW/4, for a distance of 1317.65 feet; thence S 56°44'22" E, for a distance of 588.56 feet; thence S 00°24'40" W for a distance of 322.88 feet; thence S 89°33'16" W for a distance of 1152.39 feet; thence S 00°23'01" W, for a distance of 654.69 feet to the **Point of Beginning**; Thence N 89°10'07" E, for a distance of 352.40 feet; thence S 00°17'57" W and parallel with the west line of said NW/4, for a distance of 214.13 feet; thence S 48°26'51" W, for a distance of 595.41 feet; thence S 89°10'07" W, for a distance of 566.49 feet to a point on the West line of said NW/4; thence N 00°17'57" E and along said West line, for a distance of 602.65 feet; thence N 89°10'07" E for a distance of 657.68 feet to the **Point of Beginning**. Said tract containing 11.99 acres, more or less.

and have caused said real property to be surveyed, staked and platted into Lots ("LOTS") and streets in conformity with the plat herewith and have caused the same to be named and designated "The Harbor Reserve" at CrossTimbers, an addition to Osage County, Oklahoma ("Addition").

Now, therefore, the undersigned Owner, for the purposes of providing an orderly development of the Addition, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and creates the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the Owner of the above described properties and its successors in title.

SECTION I.
STREETS, EASEMENTS AND UTILITIES

A. **Private Streets and Utility Easements**

A mutual access easement is hereby set aside and reserved to be owned and maintained by the Homeowner's Association. The mutual access easement is reserved for the exclusive but mutual use and benefit of the owners of Lots in this Addition who are members of Harbor Reserve at CrossTimbers Homeowners Association, Inc. ("Association") their tenants, guests and invitees subject only to the right of reasonable use thereof for their respective normal and customary purposes by:

1. Law enforcement agencies of the City of Skiatook, County of Osage, the State of Oklahoma, and its political subdivisions;

2. All public and private utility companies providing a public or private utility service to, from or within the Addition or owning, or operating public or private utility facilities located with in the Addition;

3. Board Of County Commissioners of Osage County, Oklahoma, all other agencies of the County of Osage and its political subdivision, the United States of America or holders of previously existing easements burdening said mutual access easement and for the use thereof as necessary or incidental to the performance or function of such entities' duties. Each owner of each lot affected by the mutual access easement hereby grants to each and every lot owner in the Addition an exclusive and mutual access easement for the several purposes of properly maintaining and repairing and/or restoring said mutual access easement.

4. The Owner/Developer does hereby dedicate to the public the right-of-way as depicted on the accompanying plat as "HARBOR RESERVE " and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including telephone and communication lines, electric power lines and transformers and water lines, together with all fittings, including the poles, conduits, pipes, valves, meters, and equipment for each such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay, and re-lay water lines, together with the right of ingress and egress for such construction, maintenance, operation, laying, and re-laying over, across, and along all of the utility easements depicted on the plat, for the purpose of furnishing water to the area included on the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by Osage County, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure, or other above or below ground obstruction shall be placed, erected, installed, or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping that do not constitute an obstruction.

B. **Underground Service**

1. Overhead lines for the supply of electric, telephone and cable television services may not be located within the subdivision except where required by the utility provider. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision. All supply lines including electric and telephone shall be located underground in the easement ways dedicated for utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

2. Underground service cable lines to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable pedestal or transformer to the service entrance on the structure.

3. The suppliers of electric or telephone cable through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric or telephone service lines installed by the supplier of the utility service.

4. The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric or telephone facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the owner's agents or contractors.

5. The foregoing covenants set forth in this paragraph 2 shall be enforceable by each supplier of the electric or telephone service and the owner of the lot agrees to be bound hereby.

C. **Water, Storm Sewer, and Sanitary Sewer Services**

1. The Owners/Developers shall be responsible for the protection of the public water mains located on his lot.
2. Within the Utility Easement areas depicted on the accompanying plat, the alternation of grade from the contours existing upon the completion of the installation of a public water main, or any construction activity which would, in the judgment of the Osage County, interfere with public water mains shall be prohibited.
3. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water main, all ground level apertures, to include valve boxes and fire hydrants will be adjusted to the new grade by the Owners/Developers or at the Owners'/Developers' expense.
4. Osage County, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, but the Owners/Developers shall pay for damage or relocation of such facilities caused or necessitated by act of the Owners/Developers, their agent, or contractors.
5. Osage County, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water facilities.
6. The foregoing covenants set forth in this Section C shall be enforceable by Osage County, Oklahoma, or its successors and the Owners/Developers agree to be bound hereby.

D. **Gas Service**

1. Gas service shall be permitted through the utilization of buried propane tanks only as elected by each individual Lot Owner as they may so desire. Each Lot Owner shall however, accept full liability at all times for such service and shall order and maintain such service and supply tanks for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The owner of the lot shall be responsible for the protection of the underground gas facilities located on their lot and shall prevent the alteration, grade, or any other construction activity, which would interfere with the gas service. Each Lot Owner shall be responsible for the ordinary maintenance of said facilities and the said Lot Owner shall pay for damage or relocation of facilities.
3. The foregoing covenants set forth in this paragraph shall be enforceable by Owner/Developer and the Owner of the lot agrees to be bound hereby.

E. **Surface Drainage**

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and by Osage County, Oklahoma.

F. **Limits of No Access**

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress to or from any portion of any property within the bounds designated as "Limits of No Access" on the accompanying plat, which "Limits of No Access" may be amended or released by the Osage County Planning Commission or its successor and, with the approval of Osage County, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, the limits of no access above established shall be enforceable by Osage County.

G. **Paving, Landscaping and Improvements Within Easements**

The Owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, communication or electric facilities within the restricted water line or utility easement areas depicted upon the accompanying plat, provided however, Osage County, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. **Sewage Facilities**

Only private subsurface aerobic sewage systems will be permitted in the Addition, subject to the express provisions of the Declaration And Covenants, Conditions And Restrictions described

SECTION II. PRIVATE BUILDING COVENANTS AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein; THEREFORE, the Owner/Developer does hereby impose the following Restrictions and Covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. **Use of Land**

1. **Residential Use.** All of the lots in The HARBOR RESERVE at CrossTimbers are subject to these restrictions and shall be used for single residential or recreational use purposes exclusively. Such use shall not include a duplex or two-family residence or apartment building. There shall be no more than one single residential family unit constructed on any lot. All references to residences or buildings herein shall be deemed to apply to such unit use as well as to other residences.
2. **Minimum Setback.** All structures on Lots One (1) through Eight (8) OF Block One (1), shall be erected no further than ten (10) feet from the 830' elevation contour to the southern part of said lots as well as Lots One (1) through Eleven (11) of Block Two (2), shall be erected no further than ten (10) feet from the 790' elevation contour to the northern part of said lots and no closer than ten (10) feet from any side boundary line of same. Exceptions of 5' side boundary distances shall be considered for carports, golf cart enclosures or garages provided they be attached to the residence.
3. **Lot Size and Prohibition of Subdivision.** All lots, except for portions of Lot One (1) of Block One (1) and Lots One (1), Eight (8) and Eleven (11) of Block Two (2), shall contain a minimum width of no less than Sixty (60) feet. No lot shall be subdivided into smaller lots.
4. **Illegal or Offensive Use.** No illegal, noxious or offensive use shall be made or carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No lot Owner will be permitted to store old or wrecked or inoperable cars, trucks, road machinery, crates, barrels, boxes or scrap metal or unsightly debris of any kind.
5. **Temporary Structures.** There shall not be erected at any time on any lot; any trailer, mobile home, tent, shack, coop, garage or barn for residential purposes, and there shall not be any residence of a temporary character permitted. No structure shall be built or moved on to any lot.
6. **Fencing** shall be in accordance with Osage County Zoning Code and additional restrictions are as follows: Privacy fencing shall not be permitted. Wood post and wood rail chain link fencing (with black vinyl coating only) shall be allowed. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Committee.
7. No trailer, mobile home, vehicular dwelling, tent, shack, barn, or other outbuilding or any used structure whatsoever shall be moved onto, erected, maintained, or used in the Subdivision, temporarily or permanently or by any party whomsoever. However, permanent outbuildings may be constructed utilizing all the same exterior materials/colors as the residence, and with similar architectural design/style, if pre-approved by Architectural Committee.
8. No animals, including livestock and poultry, shall be raised, bred, or kept on any lot at any time, except that dogs, cats, or other common household pets (which are not used, bred, or maintained for any commercial purpose) may be kept. All such household pets shall be restrained in such a manner as will prevent them from entering upon neighboring lots. Owners shall restrain and control such pets from disrupting the peace by barking, howling, or any other obnoxious behaviors that would affect any surrounding lot Owners. All Owners shall comply with all applicable ordinances of Osage County.
9. No boats, trailers, recreational vehicles, pickup campers, race cars, inoperative vehicles, debris, and similar items may be parked or kept for periods of time in excess of 24 hours on the streets of the subdivision or on any lots or driveways of the subdivision, unless parked within an enclosed garage. All vehicles shall be parked on concrete or river rocked parking surfaces. No vehicles of any nature, operative or inoperative, including those owned by residents shall be parked in the common area parking spaces at anytime.
10. No sign shall be displayed to public view on any lot other than those announcing the sale of the home or lot by the homeowner, developer, builder, or a realtor. These signs shall not exceed six (6) square feet. Any exception, must be approved by the Architectural Review Committee. Notwithstanding the foregoing, however, this restriction shall not apply to the Developer or its selling agents during the development and sale of any remaining lots.
11. **Antennas and Satellite Dishes.** No exterior radio or television antenna shall be erected or maintained on any site. The acceptance of one (1) satellite "dish" per structure shall be permitted.
12. **Architectural Control.** To insure a standard of improvements satisfactory to all lot owners, no building, fence, residence or other improvement shall be erected upon the property without the approval in writing of the ARC or its successors in interest, or their duly authorized agent or agents, upon submission of proposed plans and specifications and location thereof. This right of approval may be delegated to a committee appointed by the ARC officers. A failure to exercise the right of approval in anyone or more instances shall not be a waiver of the right to exercise the right of approval in any other instance. In administering this item, the design and appearance of a dwelling or of a building and its surroundings will be of primary importance. The ARC or its successors in interest must approve any fence, erected on any lot. All gates are to be constructed and installed in a good workmanlike manner. No outdoor toilets will be permitted after the construction is complete. Also of prefabricated buildings are prohibited.
13. Each lot shall be maintained in a neat and orderly manner at all times and free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis. No lot shall be used for the storage of construction materials for a period of greater than thirty (30) days except during the construction of the original structure.
14. **Parking, Transport and Trash Containers.** No vehicles, trailers or recreational transports of any kind shall be permitted to park in any street or right of way at any time. Golf cart parking shall be permitted only under attached carports, within garages or within attached "cart storage" provisions attached to the main residence. All areas for the storage of garbage cans and the like, and all other containers for trash shall be so screened so as not to be visible from any street or road within the development.
15. **Enforcement.** If any Owner or subsequent owner of the property subject to these restrictions, or their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, then the Developer and/or any person or persons owning a lot or lots within the property may institute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, and to prevent the same by injunction and/or to recover damages for such violation.
16. **Tree Removal.** No trees having a four-inch or larger caliper shall be removed without the approval of the ARC. Unauthorized removal shall subject the Owner to a "per tree fine" in an amount as determined by fair market value by the ARC, which shall be considered an Assessment against such Owner's property with all the rights for collection thereof. These restrictions are to preserve as many mature trees as is reasonable in order to maintain topsoil, provide privacy for all lot owners and assure the aesthetic value of all views from land and lake. Additionally, the ARC shall determine whether the need exists for "others", and may require "some", to maintain and trim limbs upon specific lots, provided "other's" lake views are being encroached upon.
17. **Mailboxes.** Only mailboxes meeting the design and location standards of the ARC shall be permitted.
18. **Propane tanks.** All propane containments or tanks procured by lot owners for placement on any lot shall be concealed entirely below finished grade of the surrounding land.

B. **Building Restrictions**

1. Maximum Square Footage. No residence shall be erected which shall have more than 3,000 square feet of floor space devoted to the heated living area. Any and all porches, breezeways, garages, attached carports and similar space shall not be in addition to but shall be approved by ARC. Any and all buildings started on any lot or part of any lot shall be completed within nine (9) months from the time construction is started. Construction of a structure on all lots shall commence within thirty (30) months from the time of closing or said Developer reserves the right to buy back said lot at 80% of original contracted price. No building materials shall be stored on any lot or part thereof for a period of more than Thirty (30) days unless construction is started within that time, and then said construction shall be completed within nine (9) months of the time that the materials are first placed on the lot.
2. The Architectural Review Committee shall approve any masonry veneer and its coloration. Accepted masonry materials shall include brick, stone, and stucco.
3. All roofing shall be Tamko Heritage II "Rustic Evergreen" Architectural composition shingles or metal standing seam metal roofing only. All roof pitches shall be a minimum of 6/12 over 75% of the roof area. Any other roofing materials, must be approved by the Architectural Committee.
4. Any exposed foundation, stem-wall, or retaining wall shall be covered with brick, stone, or stucco. Retaining walls, shall not be constructed on any lot until a submitted site plan has been approved by the Architectural Committee. Site plans must show the residence, drainage concept, and the proposed location and height of retaining walls. No railroad ties or exposed concrete are permitted.
5. All chimney structures shall receive a copper or painted galvanized metal chimney shroud constructed in accordance with the approved designs of the Architectural Committee and shall not reflect any sunlight in any manner.
6. All metal dormers, flashings or other roof elements shall be fabricated of copper or galvanized metal painted to match shingle color. All other exposed galvanized roofing metal, vent pipes, and P.V.C. plumbing vent pipes shall be painted to match shingle color and shall not reflect any sunlight in any manner.
7. Window frames may be of fiberglass, wood/clad, wood or vinyl construction. No aluminum framed windows shall be permitted.
8. Any garages constructed shall have overhead garage doors for access and closure. These may be constructed of wood, masonite, vinyl, or steel construction with no window elements included unless approved by ARC. Garages shall be enclosed. The construction of carports shall be permitted, provided that they are of the same components as the main structure and approved by the ARC. Neither may be converted to living area.
9. Structure height restrictions shall be enforced on a per "block" basis as determined by ARC.
10. All open lot areas within a 20' perimeter of the main structure, shall be sodded and the front and rear of each residence landscaped within thirty (30) days of completion of home. Plant material shall be sufficient in size, quantity, and spacing to achieve a full foundation planting across the entire front and rear elevation of the home. If a foundation area is two feet (2') wide or less, plantings are not required in that area.
11. Swing sets, soccer goals, or other playground equipment are not allowed in the front or side yards.
12. No plastic headwall or culvert piping permitted
13. Exposed decking or patio cover supports shall be a minimum of 6x6 wood or masonry clad.
14. Mandatory HOA participation required
15. Amendment. Any of the restrictions imposed in this instrument may at any time or times be amended by a recorded instrument in writing signed and acknowledged by the owner or owners of record of eighty (80%) percent of the lots within the Property. Additional restrictions may be placed on said Property in the same manner.
16. All 4' X 8' wood, masonite, or stucco board siding must have textured face and all joints must be batted.
17. Mailboxes shall conform in design to the specific design as designated by the Architectural Committee.
18. No building shall exceed 2-1/2 stories or twenty five feet (25') in height unless approved by ARC.
19. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items, (such as flagpoles, statuaries, fountains, or ornamental lighting, etc.) must be pre-approved by the Architectural Committee.

C. **Yards and Setbacks**

1. No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.
2. Each side yards shall be no less than the greater of five feet (5') in width or the width of any utility easement located within the lot and along the side lot line.
3. Dwellings shall maintain a separation of not less than ten feet (10').
4. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
5. Rear setback shall be governed by building line designated on plat, Encroachment Agreement, and Osage County zoning regulations.

SECTION III. ARCHITECTURAL COMMITTEE

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein. THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. **Architectural Committee - Plan Review**

1. No residence, outbuilding, improvements, driveway, fence, wall, satellite receiver dish, or free standing mailbox shall be erected, placed, or altered on any lot in the subdivision until the plans and specifications have been approved in writing by the ARC or its authorized representatives or successors. For each residence or out building, the required plans and specifications shall be submitted in duplicate and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and exterior color scheme.
2. The Architectural Review Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The ARC shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision of which they would otherwise be entitled to prosecute.
3. The Architectural Review Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting, and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Committee reserves the authority to review, approve, modify, or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Committee to be incompatible with the overall landscape standards of HARBOR RESERVE AT CROSSTIMBERS.
4. The powers and duties of the Architectural Review Committee shall, on the 1st day of January, 2014, or once 80% of lots are sold, be deemed transferred to the Owners' Association provided for in Section IV., or upon written assignment to the Owners' Association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Owners' Association, or their designees.
5. The Architectural Review Committee reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as Drummond Point Development, L.L.C. is the Owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as the Architectural Committee and filed in the County Clerk's office in the Osage County Courthouse, Pawhuska, Oklahoma.

SECTION IV. OWNERS' ASSOCIATION

A. **Formation of Owners' Association**
The Owner/Developer has formed or caused to be formed Harbor Reserve Owners' Association (hereinafter the "Association"), consisting of all owners of residential lots within HARBOR RESERVE (including owners of residential lots within subsequent phases which may be platted and developed by Owner/Developer, as more fully provided under SECTION IV.D. hereof), established in accordance with the statutes of the State of Oklahoma for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of HARBOR RESERVE and such other subdivisions whose owners may become members of the Owners' Association pursuant to this Section.

B. **Membership**
Every person or entity who is a record owner (herein referred to as a "lot owner") of the fee interest of a residential lot platted as part of the original HARBOR RESERVE subdivision, or of a residential lot within any subsequent phase or subdivision developed by Owner/Developer and made subject hereto, pursuant to SECTION IV.D. hereof, shall be a member of the Owners' Association, and shall be subject to assessment for maintenance of common areas within all such subdivisions. Membership shall be appurtenant to and may not be separated from the ownership of a lot.

C. **Covenant for Assessments**
Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the Owners' Association assessments to be established by the Owner/Developer in accordance with this Deed of Dedication and Restrictive Covenants or any subsequent declaration that is executed and recorded by the Owner/Developer or by the Board of Directors, in accordance with the Bylaws of the Owners' Association, as the case may be. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty (30) days of the date that notification of the assessment is mailed to a lot owner, shall accrue interest at the rate of 18% per annum. The lien may be foreclosed in the same manner as a mortgage lien. The Owners' Association shall be entitled to recover all court costs and other costs of foreclosure, including reasonable attorney fees.

D. **Annexation of Additional Properties**
The Owner/Developer may, from time to time, determine, in its discretion, that it is desirable to annex additional properties which the Owner/Developer believes will enhance the value, desirability, and attractiveness of HARBOR RESERVE or of other phases or subdivisions developed by Owner/Developer, or will increase the usefulness and enjoyment of the common areas by members of the Owners' Association. Such additional properties may include, without limitation, residential lots, streets and utilities or utility easements for public use, additional common areas, and/or recreational facilities, such as swimming pools, clubhouses, or other recreational facilities. Upon any such determination, the Owner/Developer may file of record one or more Notices of Annexation, upon which, lot owners within such additional properties will become members and be subject to the governance of the Owners' Association, as of the effective date set forth in such Notice of Annexation. Every person who becomes a fee owner of any lot within the annexed property, by acceptance of a deed of conveyance for such lot, shall be deemed to consent to membership in the Owners' Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. From and after the effective date of any annexation of additional properties, the owners of lots within such annexed properties will bear, along with the owners of lots within any previously platted or annexed property, all the costs of maintenance of common areas and recreational facilities, in the same manner as if such annexed properties had been a part of the original plat of HARBOR RESERVE. Further, from and after the effective date of any annexation of additional properties, the Owners' Association shall, through assessments of all lot owners, bear all costs for maintenance of the additional common areas and/or recreational facilities annexed hereunder, in the same manner and on the same basis as if such annexed properties had been a part of the original plat of HARBOR RESERVE.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. **Enforcement**
The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by Osage County, Oklahoma. The covenants contained in Section II. Private Building and Use Restrictions are established pursuant to the Osage County Zoning Code and shall inure to the benefit of Osage County, Oklahoma. If the undersigned Owner/Developer ,successors or assigns, shall violate any of the covenants within Section IL, it shall be lawful for the Osage County to maintain any action at law or in equity against the person(s) violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. It shall be lawful for the Owners' Association and the Osage County to maintain an action at law or equity against any person(s) violating or attempting to violate any of the above restrictive covenants, and to prevent him/her or them from so doing or to compel compliance with the restrictive covenants or to recover damages and all reasonable attorney fees for such violations.

B. **Duration**
These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event, shall be in force and effect for a term of not less that thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. **Amendment**
The covenants contained within Section I. Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Osage County Planning Commission or its successors and Osage County, Oklahoma. The covenants contained within Section II. Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the Subdivision and by Osage County. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

D. **Severability**
These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Drummond Pointe Development, L.L.C., an Oklahoma limited liability company has executed this instrument this _____th day of January, 2012.

an Oklahoma Limited Liability Company

By _____
Bryan Nunneley, Manager

STATE OF OKLAHOMA)
) s.s.
COUNTY OF OSAGE)

Before me, the undersigned, a notary public in and for said County and State on this ___th day of January, 2012, personally appeared BRYAN NUNNELEY, to me known to be the identical person who subscribed as its Manager the name of Drummond Pointe Development, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Drummond Pointe Development, L.L.C., for the uses and purposes therein set forth.

Notary Public My commission no _____
expires _____, 201___.

CERTIFICATE OF SURVEY

I, Wade Bennett of Bennett Surveying, Inc., a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "HARBOR RESERVE", a subdivision in the Osage County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ___th day of January, 2012.

_____
Wade Bennett
Registered Professional Land Surveyor

State of Oklahoma)
) s.s
County of Osage)

Before me, the undersigned, a notary public in and for said County and State on this ___th day of January, 2012, personally appeared Wade Bennett, to me known to be the identical person who subscribed as the Professional Land Surveyor registered in the State of Oklahoma for having prepared the Legal Description for the Harbor Reserve at CrossTimbers.

Notary Public, My commission no. _____
Expires_____, 201_____.

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I'am the duty elected, qualified, and acting County Treasure of Osage County, State of Oklahoma: that the tax records of said county show all taxes are paid for the year _____ and prior years on the land shown on the plat of "Harbor Reserve at CrossTimbers" in Osage County, Oklahoma: that the required statutary security has been deposited in the office of the County Treasurer.
In witness whereof, said County Treasurer has caused the instrument to be executed at Pawhuska, Oklahoma, on this _____ day of _____ 2012.

_____
County Treasurer, Osage County, Oklahoma

PLANNING COMMISSION APPROVAL

I, _____, Chairman/Secretary of the Pawhuska-Osage County Area Planning Commission, hereby certify that the said Commission duty approved the plat of "Harbor Reserve at CrossTimbers" on this _____ day of _____2012.

_____
Chairman/Secretary

ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

Be it resolved by the board of Commissioners of Osage County, Oklahoma. That the dedications shown on the attached plat of "Harbor Reserve at CrossTimbers" are hereby accepted.
Adopted by the Board of Commissioners of Osage County, Oklahoma, this _____ day of _____ 2012.
Approved by the Chairman of the Board of Commissioners of Osage County, Oklahoma, this _____ day of _____2012.

_____
Chairman

ATTEST:

_____
County Clerk

DEPARTMENT OF ENVIRONMENTAL QUALITY

I certify that I have approved the application and plan for a plat of Harbor Reserve at CrossTimbers, a residential development which is on file at Osage county office of the Department of Environmental Quality, and hereby approved this plot for use of community water systems and individual sewage systems.

Restrictions to approval:
Date: _____ Signed: _____
Environmental Specialist
Department of Environmental Quality

HARBOR RESERVE AT CROSSTIMBERS
DECEMBER 30, 2011
FINAL PLAT - SHEET 2 OF 2