

AFTER RECORDING RETURN TO:

Eagle Cliff South Properties LLC
c/o Zia Muneer
2252 N Broadway St.
Moore, OK 73160
(405) 692-2222

**SUPPLEMENTARY DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTION
FOR EAGLE CLIFF SOUTH ADDITION, SECTION 6
AN ADDITION TO THE CITY OF NORMAN IN CLEVELAND COUNTY, OKLAHOMA**

This Supplementary Declaration ("**SUPPLEMENTARY DECLARATION**") is made this 1st day of March, 2019, by **EAGLE CLIFF PROPERTIES LLC** (hereinafter "**DECLARANT**"), an Oklahoma limited liability company, regarding the land and improvements in **EAGLE CLIFF SOUTH ADDITION SECTION 6** (hereinafter "**SUBJECT PROPERTY**") described as follows, to-wit:

All of the Lots and Blocks of the Eagle Cliff South Addition Section 6, an Addition to the City of Norman, Cleveland County, State of Oklahoma, according to the final plat recorded on February 21, 2017 at Book PL-24 Pages 194-195 in the office of the county clerk of Cleveland County, Oklahoma; and

RECITALS

WHEREAS, Declarant has succeeded to the interest of the original Developer of the **EAGLE CLIFF SOUTH ADDITION SECTION 1**, for which an original **DECLARATION OF PROPERTY OWNERS ASSOCIATION** (hereinafter "**ORIGINAL DECLARATION**") was filed on July 22, 2004 at Book 3861, Page 1426 in the office of the Cleveland County Clerk;

WHEREAS, the Original Declaration set forth rules enabling the annexation of additional real estate under the purview of said Declaration via a Supplementary Declaration setting forth, in writing, a description of the land to be annexed and a description of any property to become a part and parcel of such Association;

WHEREAS, the Subject Property conforming to the legal description above has been platted into Common Areas and Lots for separate ownership, subject to these Declarations, which plat has been filed in the County Clerk's office of Cleveland County, Oklahoma;

WHEREAS, pursuant to the rights granted in the Original Declarations, Declarant desires to submit the Subject Property and the improvements to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§ 851 et seq, as amended), to the Original Declarations and any amendments and supplementary declarations thereto, except as stated herein;

NOW, THEREFORE, except as specifically stated herein, Declarant hereby adopts the terms, conditions and provisions set out and contained in the Original Declaration as if the terms of that Original Declaration are fully set forth herein and hereby declares that the Subject Property is subject to the Original Declaration, which restrictions, use limitations, provisions, and filed Amendments thereto shall be deemed to run with the land described hereinabove and shall be for the use and benefit to the Declarant, its successors and assigns and to any person or entity acquiring or owning an interest in the Subject Property and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

The adoption of the Declarations described hereinabove shall specifically include and apply to membership in the Eagle Cliff South Property Owners Association, Inc., a mandatory homeowners association created to govern the benefits and duties of ownership of a Lot and the Common Areas in the Subject Property.

In any conflict between the Original Declaration and this Supplementary Declaration, this Supplementary Declaration shall control and supersede the Original Declaration.

The following provisions are hereby added as additional or amended provisions to the Original Declaration:

ARTICLE I – ARCHITECTURAL CONTROL COMMITTEE

1.1 Architectural Control Committee. An Architectural Control Committee (“**ACC**”) is hereby established for the Association to govern those matters described in Article II of these CCRs. The members of the Architectural Control Committee shall be Jalal Farzaneh and Mohammad Farzaneh until such time as the Declarant no longer owns any lots in the Subject Property.

ARTICLE II - PROPERTY RESTRICTIONS

2.1 Single Family Residences. All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose except that a home daycare business is permitted.

2.2 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant, no building, fence, wall or other improvements or structure, including mail boxes and sheds, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing to the Architectural Control Committee (“ACC”) as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. The ACC may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing. The ACC shall make all decisions regarding applications.

2.3 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than One Thousand One Hundred (1,100) square feet of living area.

2.4 Exterior Requirements; Foundations. The exterior of any residence shall be at least sixty percent (60%) brick, stone or stucco, and forty percent (40%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of sixty percent (60%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. In no event shall out buildings be of a material other than the residence. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material. Foundations will be pier and grade construction. Other foundations may be permitted with the written permission of the ACC. Re-painting of exterior of any residence/home is prohibited without the written approval of the ACC.

2.5 Storage and Other Detached Structures. Detached storage buildings are permitted so long as the structure conforms to the exterior requirements contained in Section 2.4 above and the roofing requirements contained in Section 2.7 below. It is the intent of this provision that the storage building conform exactly to the original home. Any storage building that does not conform to these requirements with regard to Section 2.4's exterior requirements may

be permitted with the written permission of the Declarant. Metal storage buildings are not permitted.

2.6 Driveways; Sidewalks; Mailboxes. All Lots shall have a four foot concrete sidewalk across the front of the Lot (and the side of the Lot on any corner Lot), which sidewalk shall lie within six feet of the curb and adjoin to any existing sidewalk on adjacent Lots. All driveways must be of concrete construction. Mail boxes shall be of brick construction.

2.7 Roofs. Roofs shall be of minimum thirty (30) year composition roofing shingles, weathered wood in color, with a minimum pitch of 6/12. Any deviation from this standard must be approved in writing by the Architectural Control Committee ("ACC").

2.8 Fences. All fences shall be of wood, brick, vinyl, rock or wrought iron construction and may not exceed 72 inches (6') in height. All fences must be maintained in good condition with no visible holes or loose or missing pickets. Fences shall not be in a state of disrepair for a period longer than thirty (30) days without permission from the Association.

2.9 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to these provisions, a copy of such plans and specifications bearing such approval, in writing (or via e-mail), shall be returned to the applicant submitting the same. In the event the ACC fails to approve or disapprove any plans and specifications which may be submitted to it within ninety (90) days after submission, then approval will not be required, and this paragraph shall be deemed to have been fully complied with.

2.10 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the ACC, the ACC shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the ACC and constructed or installed in full compliance with the provisions of this Article.

2.11 Enforcement; Right to Correct Violations. In the event any building, fence, wall, shingle, or other improvements or structure shall be commenced, erected, placed, left in a state of disrepair or incompleteness, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the ACC required herein. Upon written notice from the ACC, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the HOA shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The HOA shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

ARTICLE III - PROHIBITED USES

3.1 Offensive or Noxious Use; Nuisance Activity. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors,

dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.

3.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

3.3 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Subject Property.

3.4 Refuse Storage; Growth; Lawns and Landscaping. The storage of trash, construction materials, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Subject Property. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed. Lawns shall conform at least to the minimum requirements of the City of Norman and shall be maintained regularly. This provision applies to both front and back yards

3.5 Signs and Billboards; Declarant's Right. No signs or billboards, except "For Sale" or "For Rent" signs, shall be permitted on any Lot without the prior written consent of the Declarant; provided, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

(A) No sign advertising a property as For Rent or Lease may be placed in any yard, window, door or common area without the prior written consent of the Homeowners Association. Owners are permitted to rent property; however, an Owner may not advertise the property for rent by placing a sign in the front yard or common areas without permission as aforesaid.

(B) No signs protesting an action, complaint of any kind, or failure to take an action by a homeowner, the Board of Directors, the Association, the Declarant or any third party may be placed in any yard, window, door or common area. Signs placed in a yard or common area in violation of Article 3.5 may be removed by the Association or Declarant without notice or permission.

3.6 Vehicle Parking and Storage. No boats, trailers, trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands in a manner visible from the public street. Permits for the temporary parking of such vehicles may be obtained for a fee from the Association. No overnight parking of any vehicle on the street or Lot, other than a concrete driveway, is permitted. The only exception to this rule is that a commercial vehicle used in a home daycare business (as permitted in Section 2.1 herein) is permitted.

3.7 View From Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Subject Property. Garbage cans may be visible on the day of pick-up only and shall be hidden from sight at all other times, except as permitted by the Association upon a showing of good cause to the Association by the owner, and the judgment of whether good cause has been shown shall be solely that of the Declarant/Association.

3.8 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

3.9 Radio or Television Device. No radio 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 and/or 24 inches in diameter.

3.10 Wind Powered Generators. No wind powered generators shall be allowed on the subject lands.

3.11 Temporary Structure. 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 the Declarant.

3.12 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint 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 written permission of the Declarant or Association. No pets may be permitted to run loose within the Subject Property.

3.13 Basketball goals. Basketball goals are permitted but may not be attached to any structure. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed. Basketball goals may not be placed in the street, and must be stored on a Lot after sunset.

3.14 No Garage Conversions. The garage of a residence may not be converted for any other use or purpose except parking of the Owners vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose.

ARTICLE IV - DECLARANT'S RESERVATIONS

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary Declarant hereby reserves the rights contained in this Article.

4.1 Special Amendment. 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 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 Veteran's Administration, 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 and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, and (iii) to protect the development intentions of the Declarant. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the 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 the Declarant to make, execute, and record special amendments. 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.

4.2 Declarant Business Office; Models. Declarant may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

4.3 Amendment as to Unsold Lots; Waiver. Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, to remove or amend the restrictions set forth herein on any Lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive

the express written approval of the City of Norman. The Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

4.4 Signs by Declarant. Notwithstanding anything herein to the contrary Declarant reserves the right to erect or allow such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

4.5 Transfer of reserved rights. No later than the time the Declarant owns no more Lots or real property in the Subject Property, any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of those rights granted or reserved to the Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition.

ARTICLE V - MISCELLANEOUS

5.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

5.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

5.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provisions hereof.

5.4 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

5.5 Declarant Easement. Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

5.6 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or Declarant, so long as Declarant has a record interest in the covered property, including common areas, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.7 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit.

5.8 City of Norman a Beneficiary. In order that the public interest may be protected, the City of Norman shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The City of Norman may enforce compliance therewith.

5.9 Right and Responsibilities within the Common Areas. In the event the Association fails to maintain the common areas, and a complaint is made to the City of Norman, the City shall have the right to perform the maintenance work, after giving the Association thirty (30) days written notice and an opportunity to cure. The costs of said abatement are the responsibility of the Association and its members both jointly and severally. In the event that the costs of said abatement are not satisfied by the Association, then a lien shall be filed on the property owned by the Association and each lot within the Addition in an amount determined by dividing the amount expended by the number of lots in the Addition. Such lien shall be evidenced by the filing by the City of Norman of a Notice in the office of the County Clerk of Cleveland County.

IN WITNESS WHEREOF, the undersigned has executed these presents on this 1st day of March 2019.

DECLARANT

EAGLE CLIFF PROPERTIES LLC

By: HC CONSTRUCTION HOLDING LLLP

By: M & J Construction Holding LLC,
General Partner of HC Construction Holding
LLLP

By: _____

Name: Jalal Farzaneh

For: M & J Construction Holding LLC

Its: Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

Before me, a Notary Public in and for the State of Oklahoma, on the _____ day of March 2019, personally appeared Jalal Farzaneh, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager of M & J Construction Holding LLC for the uses and purposes therein set forth.

Notary Public