

**DECLARATION OF PROPERTY OWNERS ASSOCIATION,  
COVENANTS AND RESTRICTIONS FOR  
Snider Acres II**

**A NORMAN RURAL CERTIFICATE OF SURVEY SUBDIVISION  
OF PART OF THE SW/4 OF THE SW/4 SECTION 24, T9N, R2W, I.M.,  
TO THE CITY OF NORMAN,  
CLEVELAND COUNTY, OKLAHOMA**

**Definition**

Snider Acres II is a "Norman Rural Certificate Of Survey Subdivision" in Norman, Oklahoma, consisting of two (2) residential tracts located at Northwest Corner of the Intersection of Robinson and 48<sup>th</sup>. Ave. NE.

THE COMPLETE DOCUMENTATION OF  
SNIDER ACRES II  
IS ATTACHED AND HEREBY MADE A PART OF THIS INSTRUMENT

This Declaration, made as of the 7<sup>th</sup> day of January 2013, by Snider-Goddard, Inc, Merrill Snider, Member, hereinafter referred to as "Declarant" or "Developer".

**WHEREAS**, Declarant is the owner of the property located in the City of Norman, Cleveland County, Oklahoma, which is more particularly described by legal description(s) appended. Said property has been subdivided into two tracts, under the name of Snider Acres II for the benefit of this particular community.

**WHEREAS**, Declarant expressly declares its intentions to develop Snider Acres II thereto as a single family residential development within the provisions of 60 Oklahoma Statue 851 through 857, inclusive, in order insure the management, maintenance, preservation and appearance of this particular community.

**WHEREAS**, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, **SNIDER ACRES II HOMEOWNERS ASSOCIATION, INC.**, for the purpose of exercising the afore and afterwards mentioned functions.

**FOR THE PURPOSE** of providing adequate restrictive covenants for the mutual benefit of the Declarant and its successors in title to the said property hereinafter described, hereby impose the herein **RESTRICTIONS, COVENANTS AND RESERVATIONS** that shall be incumbent upon all transferees, grantees and successors in title or interest upon said property:

**KNOW ALL MEN BY THESE PRESENTS:**

Snider-Goddard, Inc., Norman, Oklahoma, here certifies that they are the owners of and the only persons, firm or corporation having rights, title or interest in and to the described real estate and premises situated in Cleveland County, Oklahoma, to-wit: **Snider Acres II** to Norman, Cleveland County, Oklahoma,

Said individuals further certify that they have caused said part of said property, designated as aforesaid, to be surveyed into tracts and streets and caused a survey to be made of said tracts, showing accurate dimensions of tracts, setback lines, rights-of-way, widths of streets and reserves for utilities. Said individuals hereby designate said tract of land so subdivided as **Snider Acres II** to Norman, Cleveland County, Oklahoma.

## PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said owners and its successors in title to the subdivisions of said tract, it hereby imposes the following restrictions, covenants, and reservations to which it shall be incumbent upon successors in title to adhere.

1. All of the tracts in **Snider Acres II** of Norman, Oklahoma shall be known as and reserved exclusively for use for residential single-family dwellings. A maximum of one single-family dwelling unit may be constructed on each tract.
2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished grade elevation, by the Architectural Control Committee composed of representatives designated by a majority of said committee, the remaining member or members shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty days, any plans and specifications submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the member of such committee, nor its representative shall be entitled to any compensation for services pursuant to this covenant.
3. No water well and/or septic system shall be placed on any building plot until the plot plan showing the location of the water well, septic system and home have been approved by the Architectural Control Committee.
4. All residences shall be of new construction built on site, and no residence (new or used) may be moved from another area into the subdivision. Mobile modular, or manufactured homes of any kind shall not be allowed nor be placed or parked, either permanently or temporarily on any tract.
5. No building shall be located on any tract neither nearer to the front tract line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat or as otherwise specified by city zoning requirements. For the purpose of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on a tract to encroach upon another tract.
6. Reserves of installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Certificate of Survey. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each tract and all improvements permitted there in shall be maintained continuously by the owner of the tracts, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (A) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's tract and (B) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property-owner's maintenance association is responsible.
7. No business or trade activity shall be carried on upon any residential tract. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. The following provisions shall be applicable to out-buildings:
  - a. No out-building may be used as a residence either temporarily or permanently.
  - b. No out-building shall be permitted in any easement for utilities nor be allowed to interfere with storm water drainage.

- c. All out-buildings must be approved by the Architectural Control Committee and meet the following minimum requirements:
1. They shall be of new construction
  2. They must have concrete floors with the exception of horse barns
  3. Out-buildings can be colored metal, but color must harmonize with the existing single family home; or the out-building may be constructed in same style and materials of the home.
  4. Sidewalls shall not exceed 16' in height
  5. A barn shall not exceed total square footage of house including the garage.
9. Grazing animals are allowed as long as the total number of large animals does not exceed two (2) per every one (1) acres. No swine or other farm animals are permitted except chickens, ducks, fowls and swans in numbers not to create unreasonable nuisance. Dogs, cats and other normal household pets are permitted, but limited to total of four (4) per tract. Under no circumstances will any animals be kept or bred for commercial purposes.
10. The minimum square foot area requirements for residences in **Snider Acres II** shall be Twenty-five Hundred (2500) square feet. This minimum figure is for living space and is exclusive of garages, covered porches, and breezeways.
11. All fencing shall be approved by the Architectural Control Committee.
12. No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than six square feet. One sign each used by a builder and/or realtor to advertise the property is permitted during the construction and sale period.
13. All roofs shall have a minimum 8/12 roof pitch completed using 30-year laminate composition shingles in weathered wood color. Shed roofs for porches may have a lesser pitch if approved by the Architectural Control Committee. All other roofs must be approved by the Architectural Control Committee.
14. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior or residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetitions of design. The Architectural Control Committee must approve any deviation from the above in advance.
15. Boats, trailers, commercial vehicles, boats, motor homes and/or other recreational vehicles may not be parked kept or maintained on any street in the said addition but may be kept on the premises provided they are concealed within the residents garage or approved outbuilding or located behind the front or side building limit lines and concealed behind an approved and adequate sight proof fence or trees. In addition, the above are not allowed in the front yard or on a corner tract, in the front or side yard. Automobiles, vans for personal use, and SUV's and pick-up trucks may be parked in driveways. Commercial vehicles except pick-up trucks are prohibited.
16. Chimneys must be brick or stone; direct vent fireplaces may have a vent pipe only.
17. No trash, ashes or other refuse may be thrown or dumped on any tract. Each owner of a vacant tract is required to keep said tract in presentable condition or the Committee may, at its discretion, mow said tract, trim and spray trees, remove trash or refuse and levy a lien on said tract for the cost involved. Any non-burnable refuse must be hauled away for disposal. No owner may make use of a vacant tract for dumping, burning or otherwise disposing of refuse. All major burning must be approved by the Committee so as to eliminate all fire hazards due to burning.
18. All tract owners shall continuously maintain landscaping with respect to each of their tracts, such as mowing of lawn, planting and maintaining of shrubs and trees to include 200 feet around the home, areas along driveway and along road.
19. All driveways must either be composed of concrete or asphalt material or approved by the Architectural Control Committee.
20. At such time as any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as to harmonize with the existing structures within the Addition at all times.

21. Any antenna placed on a residence shall be located so as to not be seen from the front of the property. In addition, any antenna, including satellite antennas, placed on the property, shall be located to the rear of the residence, and shall not be visible from the front of the property.
22. All mailboxes shall be of brick or stone construction, and shall correspond with the residence located on the respective tract.
23. Any culverts placed on any tract shall be of concrete construction on both ends.
24. Any tract containing liquefied petroleum tanks shall be buried or above ground tanks must be screened so that tanks cannot be seen from the street.
25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants shall be automatically extended for successive periods of ten years unless, prior to the expiration of the then current term, a written instrument signed by the then owners of 90% of the tracts, stating that this declaration shall expire at the end of the then current term. This declaration may be amended the first twenty years by an instrument signed by the owners of not less than 90% of the tracts and thereafter by an instrument signed by the owners of not less than 70% of the tracts. Any such amendments must be filed in the office of the County Clerk of Cleveland County, OK.
26. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage contained in this document do not apply to those tracts on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single-family use and will comply with all restrictions in this document.
27. If the parties, hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
28. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.
29. Each owner shall register in his writing his mailing address with the association, and notice or demands to be served upon an owner shall be sent by certified mail postage prepaid in the name of the owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Association governing these restrictions shall be sent to **1509 48<sup>th</sup>. Ave NE, Norman, Oklahoma 73071.**

### **RESTRICTIVE COVENANTS FOR WATER QUALITY PROTECTION ZONE**

**WHEREAS**, the Declarant (hereinafter "Property Owner") is in the process of subdividing real property to be known as Snider Acres II (hereinafter the "Property"), an addition to Norman, Cleveland County, Oklahoma; and

**WHEREAS**, the City of Norman (hereinafter the "City") is required to protect water quality to the maximum extent practicable under its Municipal Separate Storm Sewer System permit; and

**WHEREAS**, Section 19-411.B of the City of Norman Water Quality Protection Zone Design Standards requires Property Owners to enter into permanent maintenance agreements for Water Quality Protection Zone areas before the Property is developed; and

**WHEREAS**, Section 19-414 of the City of Norman Water Quality Protection Zone Design Standards requires Property Owners to inspect and properly maintain all Water Quality Protection Zone areas to maintain their full function in perpetuity; and

**WHEREAS**, the Water Quality Protection Zone areas are located on the Property as shown on the Norman Rural Certificate Of Survey Subdivision of Snider Acres II which is recorded with the deed after acceptance by the City as a complete and final document; and

WHEREAS, the Water Quality Protection Zone area shown on the Norman Rural Certificate Of Survey Subdivision of Snider Acres II are delineated on the City of Norman Stream Planning Corridor as delineated on Exhibit 4-4 in the Storm Water Master Plan, dated October 2009;

**NOW THEREFORE**, the undersigned does hereby subject the Property, an addition to Norman, Cleveland County, Oklahoma, to have the following covenants and restrictions (hereinafter the "Agreement"):

**1.0 Maintenance Requirements**

- 1.1 The Property Owner(s) will maintain Water Quality Protection Zone areas in strict accord with the plans, specifications, calculations, and conditions required by the City as provided in Section 19-411 of the City of Norman Water Quality Protection Zone Design Standards , in perpetuity.
- 1.2 Maintenance of all Water Quality Protection Zone areas will be performed by the Property Owner according to the minimum maintenance frequencies and measures provided in Section 19-514 of the City of Norman Water Quality Protection Zone Management and Maintenance.
- 1.3 The Property Owner shall not use or attempt to use the Water Quality Protection Zone areas in any manner which would interfere with the continuous and perpetual maintenance and use thereof and, in particular, shall not build thereon or there over any structure which may interference or cause to interfere with the maintenance and long-term operation thereof.
- 1.4 It is understood by the Property Owner(s) and the City should the Water Quality Protection Zone Ordinance be repealed and is no longer in effect, the restrictive covenants, rights and restrictions here in granted are to be considered null and void and encumber the property here in described.

**2.0 Right of Entry**

- 2.1 The Property Owner does herein grant the City, its agents and contractors, reasonable access to the property necessary for the purpose of inspecting, sampling, reconstructing, maintaining or repairing the Water Quality Protection Zone areas in accordance with Section 1 of this agreement.
- 2.2 The dedication of the Water Quality Protection Zone area to the City of Norman **does not** convey to the general public the right of access to this area. Furthermore, the dedication **is not** a mandated Public Utility easement, Right-of-Way, or for a Public Trail System or any portion thereof.
- 2.3 The Property Owner(s) shall, upon written request of the City, remove any temporary or permanent obstruction that prevents reasonable access to the Water Quality Protection Zone area.
- 2.4 For purposes of this agreement, "reasonable access" means an access path from the public street right of way to the Water Quality Protection Zone area with a minimum 20 foot width and a maximum ground slope of 10% that is accessible by construction equipment or vehicles that may be needed to inspect, sample, reconstruct, maintain, or repair the Water Quality Protection Zone area. Such access path shall remain free of obstructions that would hinder access such as retaining walls, permanent buildings, utility structures, walls, trees, landscape monuments, permanent water bodies, gardens, amenities and other items that would prevent access to the Water Quality Protection Zone area.
- 2.5 Water Quality Protection Zone areas and any associated access areas, Reserves or Easements are as shown on the Norman Rural Certificate Of Survey Subdivision of Snider Acres II.
- 2.6 The Property Owner(s) of Snider Acres II has the right to clear an area Twenty (20) feet in width to construct an all weather driving surface across the Water Quality Protection Zone for access to that portion of Snider Acres II located east of the Water Quality Protection Zone.
- 2.7 The rights granted herein shall not be construed to interfere with or restrict the Property Owner, his/her/its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the rights of access to the Water Quality Protection Zone granted herein.



### 3.0 Maintenance Enforcement by the City

- 3.1 The Public Works Department of the City of Norman shall inspect the Water Quality Protection Zone annually and following severe storms for evidence of sediment deposition, erosion, and concentrated flow channels. Notice shall be given to the Property Owner(s), Twenty-Four (24) hours prior to accessing the property. Unless such notice is waived by the Property Owner(s).
- 3.2 If, after reasonable notice to the Property Owner(s), the Property Owner(s) shall fail to maintain the Water Quality Protection Zone areas as set forth herein and other applicable legal requirements, the City may perform all necessary repair or maintenance work, and the City may assess the Property Owner(s) and the Property, for the cost of the work and any applicable penalties. For the purposes of this document, "reasonable notice" shall consist of 30 days prior written notice sent to the Property Owner by registered mail, unless there are exigent circumstances requiring either immediate or shorter response than said 30 days would provide, in which case the notice provided shall be whatever is reasonable under those circumstances.
- 3.2 The City may record an Affidavit of Nonpayment of Maintenance Charges in the Register of Deeds Office for Cleveland County, Oklahoma, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Property Owner(s) as last known to the City, and (c) the amount of the Maintenance Charge(s) in detail which is unpaid. The lien shall be created at the time of the filing and recording of the affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the subject property, whether arising from or imposed by judgment or decree by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.
- 3.3 It is understood by Property Owner(s) that the City is under no past, present, or future obligation to expend public funds or take any other action whatsoever to maintain or improve the Water Quality Protection Zone area.
- 3.4 The City or Property Owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. The City or the Property Owner(s) shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. Failure by the City or by the Property Owner(s) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the City to enforce the provisions hereof be deemed a waiver of any provision hereof as to any other owner.

These Water Quality Protection Zone covenants and agreements as set forth herein, fully executed, shall be filed by the Register of Deeds for Cleveland County, Oklahoma, and the filing of the same shall constitute constructive notice to all heirs, successors, transferees, and assigns of the Property Owner(s) of these covenants and agreements running with the land and notice of all stipulations made thereto.

This document may not be amended or modified in any way without the prior written approval of the authorized officials of the City of Norman, Oklahoma, and that approval must be indicated on the face of any subsequently recorded document amending or modifying this document. Notwithstanding other provisions of this document placing rights, duties, obligations and responsibilities on the Property Owner(s), as that term is defined herein, those rights, duties, obligations and responsibilities shall only be exercised or enforced in the following manner:

when the property is owned by the current owner, or by a succeeding developer, those requirements shall only be exercised or enforced by or against those legal entities. It is not the intent of this document to create or impose any rights, duties, obligations and responsibilities directly on subsequent owners of individual lots within the subdivision, unless or until the Property Owner(s) is unwilling or unable to exercise or comply with and enforce the terms of this document and fully meet all the duties, obligations and responsibilities set forth herein, including, without being limited to, payment of any costs imposed by this document, including assessment of individual lot owners when necessary.

The Water Quality Protection Zone covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Norman. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Cleveland County, Oklahoma.

The City, at Property Owner's cost, shall cause this agreement to be filed with the Register of Deeds for Cleveland County, Oklahoma. Each party hereto shall receive a duly executed copy of this agreement for its official records.

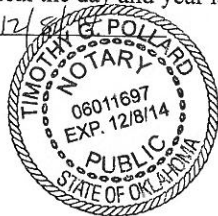
IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 7<sup>th</sup> day of January, 2013.

Merrill Snider  
Merrill Snider  
Member of Snider-Goddard, Inc.

STATE OF OKLAHOMA )  
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 7<sup>th</sup> day of January, 2013, personally appeared, Merrill Snider, Member of Snider-Goddard, Inc. L.L.C., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act of said L.L.C., for the uses and purposes herein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires: 12/8/14



Timothy D. Pollard  
Notary Public