

RESTRICTIVE COVENANTS
FOR
WATER QUALITY PROTECTION ZONE
Fullwood/Draper Acres

Jenny R. Fullwood and Kendra B. Draper, individuals (referred to as the "Declarant" or "Property Owner"), are the owners and titleholders of the property known as Fullwood/Draper Acres (hereinafter the "Property"), which constitutes a parcel of land located within the City of Norman, Cleveland County, Oklahoma;

WHEREAS, the Property contains Water Quality Protection Zones as defined by the City of Norman (the "WQPZ Area"), as shown and defined on the rural certificate of survey titled "Fullwood/Draper Acres".

WHEREAS, the City of Norman requires all subdivisions to provide by restrictive covenant for the maintenance of certain aspects of the WQPZ area;

NOW, THEREFORE, the undersigned does hereby subject the Property, a parcel of land located within the City of Norman, Cleveland County, to the following covenants and restrictions (hereinafter, the "Declaration"):

1.0 Maintenance Requirements

- 1.1 The Property Owner, or Property Owner's respective successors and assigns, shall maintain the "non-structural controls/aspects" of the WQPZ Area, which shall include the following guidelines: Any portion of the WQPZ that is within thirty (30) feet of a combustible structure shall be maintained (regardless of the underlying zoning designation) as allowed by the current form of Section 10-209 of the City of Norman Ordinances; Portions of the WQPZ Area that are not within thirty (30) feet of a combustible structure may be left undisturbed and natural, with the grassy vegetation in this area being mowed or otherwise cut down to six (6) inches or higher. The Property Owner, or Property Owner's respective successors and assigns, may delegate such maintenance obligations to a not-for-profit property owners association or further clarify such obligations in a maintenance agreement with the future owners of the lots within the Property, if any. For purpose of this Declaration, "non-structural controls/aspects" shall include pollution prevention measures that focus on the management of pollutants by practices and procedures which minimize exposure to runoff, as well as preserve open space and natural systems, including riparian buffers, modified devilment practices, and regulations on pesticide, herbicide, and fertilizer use. Furthermore, future owners of the Property are hereby on notice that the WQPZ Area is subject to certain disturbance and use restrictions as provided by the current form of City of Norman Ordinance §19.514.
- 1.2 If after reasonable notice is given, the City of Norman Public Works Department shall, at no cost to the Property Owner, have the right to access and inspect the WQPZ Area annually and after severe storms for evidence of sediment deposition, erosion, concentrated flow channels, and for needed corrective actions. Property Owner, or Property Owner's respective successors or assigns, fails to maintain any portion of the WQPZ Area – located within thirty (30) feet of a combustible structure –

in accordance with the current form of Section 10-209 of the City of Norman Ordinances, the City of Norman Public Works Department shall have the right to abate such maintenance failure as provided in said ordinance. The grant of access contained herein does not convey to the general public, or any other party not expressly named, a right of access, easement, license, utility easement, public train, public trail, or other interest or right in the WQPZ Area or Property.

- 1.3 The rights granted herein shall not be construed to interfere with or restrict the Property Owner, their 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 right of access to the WQPZ Area granted herein.
- 1.4 The Property Owner, or Property Owner's respective successors and assigns, has the right to clear an area Twenty (20) feet in width to construct an all-weather driving surface (driveway) across the WQPZ Area for access to that portion of the Property located west of the WQPZ Area.
- 1.5 The Property Owner, or Property Owner's respective successors and assigns, has the right to allow farm animals to roam freely and graze across the WQPZ Area. The Property Owner, or Property Owner's respective successors and assigns, has the right to construct fencing across the WQPZ Area and/or around the boundary lines of the Property at Property Owners discretion.

2.0 Miscellaneous Provisions

- 2.1 Repeal. It is understood by Property Owner and the City of Norman that should the WQPZ Area ordinance be repealed and is no longer in effect, this Declaration should be considered null and void and no longer encumber the property herein described.
- 2.2 Running with the Land. This Declaration set forth herein shall be appurtenant to and shall run with the Property. The obligations set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the Property Owner and any person claiming by, through or under any of them and their respective successors and assigns. The obligations contained herein shall be construed as covenants and not as conditions, and any violation of any said covenants shall not result in a forfeiture or reversion of title or any easement granted hereby.
- 2.3 Enforcement. If Property Owner, or any owner of interest in the Property, or any of the successors in interest, heirs, assigns, or any person or persons or entities claiming under them shall violate (or attempt to plan to violate) any of the covenants herein, it shall be lawful for any person or entity owning any real property situated in the Development to litigate and prosecute any proceedings at law or in equity against the persons and/or entity violation or attempting to violate any such covenant, and to prevent them from doing so and/or to recover damages or other remedies for such violation. In any actions undertaken to enforce any covenant authorized pursuant to the provisions of these covenants, whether such actions are through litigation and/or through actions undertaken

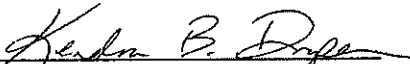
proper to commencement of litigation, the enforcing part shall be entitled to recover all reasonable attorneys' fees, discovery expenses, collection expenses, witness fees, court costs, postage, filing fees, traveling expenses, and any and all costs incurred in the enforcing the covenants against a party in violation of them.

2.4 Amendment; Waiver. No provision of this Declaration may be amended, waived, or otherwise modified except with the approval of sixty percent (60%) of the square footage ownership of the Property and with the consent of Declarant so long as Declarant or any related entity to Declarant owns an interest in the Property. Notwithstanding the above, for so long as the Declarant or any related entity owns an interest in the Property, the Declarant or such related entity shall have the ability to unilaterally amend this Declaration. Furthermore, all amendments to this Declaration that are inconsistent with the provisions of the current form of City of Norman Ordinances §§19-514 and 19-309(E) shall require the prior approval of the City of Norman. Waiver by the Property Owner, or Property Owner's heirs, personal representatives, or assigns, of a breach of any provision or condition contained in this Declaration shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

2.5 Governing Law; Choice of Forum; Attorney's Fees. This Declaration is made and entered into and shall be governed by and construed in accordance with, the laws of the State of Oklahoma. Any action to enforce the terms of this Declaration shall be maintained in the District Court of Cleveland County, Oklahoma.

2.6 Notice. All notices, claims, demands and other communications of similar import to be given by any party to this Declaration or to any other party hereto shall be in writing and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed to the address of the Property Owner(s) listed on the respective signature page attached hereto or to the respective title holder. The listed address for the Property Owner may be changed by such party by giving written notice of such change to the notice in accordance with this Section. All notices or communications shall be deemed given when actually received. Counterpart and electronic signatures are binding.

IN WITNESS WHEREOF, the Property Owner has executed this Declaration on the date hereafter indicated, but same shall be deemed effective for all intents and purposes as of the Effective Date first written hereinabove.

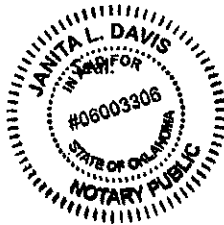

KENDRA B. DRAPER, an individual

Notice Address:
Kendra Draper
18513 Alberto Pl.
Edmond, OK 73012

ACKNOWLEDGMENT

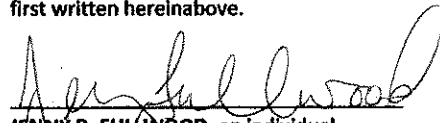
STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The forgoing instrument was acknowledged before me this 29th day of May
2018, by Kendra Draper, an individual.



N.P. signature: 
N.P. commission expires: 3-16-22
N.P. commission number: 06003306

IN WITNESS WHEREOF, the Property Owner has executed this Declaration on the date hereafter indicated, but same shall be deemed effective for all intents and purposes as of the Effective Date first written hereinabove.


JENNY R. FULLWOOD, an individual

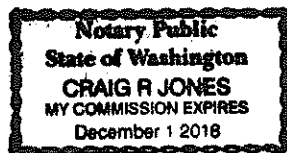
Notice Address:
Jenny Fullwood
4739 245th Ln SE
Issaquah, WA 98029

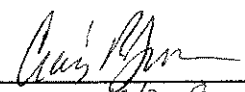
ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

The forgoing instrument was acknowledged before me this 22nd day of MAY, 2018, by Jenny Fullwood, an individual.

Seal:



N.P. signature: 
N.P. commission expires: 12/2018
N.P. commission number: 199153