
FIELDSTONE

DEVELOPED BY

JDM Development, LLC

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FIELDSTONE SECTION ONE

MARCH 10, 2006

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FIELDSTONE SECTION ONE

THIS DECLARATION, made on the date hereinafter set forth by JDM DEVELOPMENT, L.L.C., an Oklahoma limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property in City of Oklahoma City, County of Oklahoma, State of Oklahoma, (hereinafter referred to as "Properties") which is more particularly described as follows:

ROCK CREEK SEC. 3 as shown on the recorded plat thereof in Book 23, Page 153 in the Office of the County Clerk, Cleveland County, and additional sections as may be annexed from time to time.

NOW THEREFORE, Declarant hereby declares that all of the properties described above be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I - Definitions

1.01 "Annual Assessments" shall mean and refer to the annual charges shared by all Class "A" members and levied by the Association in each of its fiscal years pursuant to Article III of this Declaration.

1.02 "Association" shall mean and refer to FIELDSTONE HOMEOWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, its successors and assigns.

1.03 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.04 "Class A Members" shall mean and refer to all Owners except, during the Development Period, the Developer.

1.05 "Class B Member" shall mean and refer to the Developer.

1.06 "Covenants Committee" shall mean and refer to the Architectural Review and Covenants Committee to named and established in accordance with Article IV of this Declaration.

1.07 "Declarant" shall mean and refer to JDM DEVELOPMENT, L.L.C., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.08 "Declaration" shall mean and refer to this Declaration of Protective Covenants as it may from time to time be amended or supplemented in the manner provided herein.

1.09 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

1.10 "Member" shall mean the Class A Members and Class B Member of the Association.

1.11 "Owner" shall mean and refer to the recorded Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.12 "Property(ies)" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants.

**Article II - Association Membership,
Voting Rights, Board of Directors**

2.01 Organization of the Association. The Association is a non-profit Oklahoma limited liability company charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, the Articles and Bylaws. Neither the Articles nor the Bylaws shall, for any reason, be amended, revised or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.02 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership. As long as the Developer has the status of a Class B Member, it shall have the right to appoint three (3) Directors. Directors shall be elected by the Members in accordance with the Bylaws of the Association. The number of directors shall be determined in accordance with the provisions of the Bylaws of the Association.

2.03 Membership in the Association. Upon the sale of a completed home on each Lot, separately and independently, by a builder and occupancy by the first purchaser of the home, then that property shall become a permanent member of the FIELDSTONE HOMEOWNERS' ASSOCIATION and be subject to the Articles of Organization and Bylaws then in effect and have the same rights and privileges as all other members of the Association. The Association shall have the following classes of membership:

(a) **Class A.** Class A Members shall be all Owners (with the exception of the Developer) of a Lot which is subject to assessment. A Person shall automatically become a Class A Member upon his becoming an Owner of such Lot and shall remain a Class A Member for so long as he is an Owner.

(b) **Class B.** The Class B Member shall be the Developer. Every Developer owned Lot is not subject to assessment until sold and occupied.

2.04 Voting Rights of Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member. Any Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and regulations established hereunder, shall not be entitled to vote during any period in which such violation continues.

If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot as to each matter properly submitted to the Members.

(b) The Class B Member shall be entitled initially two hundred fifty (250) votes for each Lot owned.

(c) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with this Declaration and the Articles of Organization or Bylaws of the Association.

2.05 Adoption of Further Rules and Regulations. The Board of Directors may make such rules and regulations consistent with the terms of this Declaration and the Association's Articles of Organization and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting. If the Board of Directors shall so determine and if permitted under applicable law, voting on elections and other matters, including any matters requiring the approval of the Class A Members as provided in this Declaration, may be conducted by mail or by ballot.

2.06 Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Article III – Covenants for Assessments

3.01 Creation of the Lien and Personal Obligation of Assessment: The Declarant hereby covenants, that each residence Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, and such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the landscaped areas of public rights-of-way located within the platted boundaries of the Properties.

3.03 Maximum Annual Assessment. Until December 31, 2006, annual assessment shall be Sixty Dollars (\$60.00) per Lot. From and after January 1, 2007, the maximum annual assessment may be increased each year, but not more than ten percent (10%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the Membership of the Association.

3.04 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots.

3.05 Date of Commencement of Assessments. Annual assessments shall commence for each Lot on the first day of the month following the date of conveyance of the Lot to a Class A Member. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

3.06 Assessment Due Dates. Annual assessments shall be due by January 1st (or whatever date you want) of each calendar year and paid to the Association.

3.07 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate up to eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

3.08 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Plot shall not affect the assessment lien. However, the sale or transfer of any Lot or Plot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article IV - Architectural Control

4.01 Reviews. Except for such structures as may be constructed by the Developer or structure which have first been approved by the Developer, no building, fence, walk, driveway, wall, other structure, or improvement of any kind whatsoever shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the "Architectural Review and Covenants Committee" as to harmony of external design and location in relation to surrounding structures and topography, which, as used herein, shall mean either: (a) the Declarant, or (b) the Association, when designated by the Declarant, or (c) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgement of the Covenants Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Covenants Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to the Covenants Committee, approval will not be required and this condition will be deemed to have been fully satisfied. All plans and specifications shall be in such form and shall contain such information as the Covenants Committee may reasonably require, but shall in all cases include:

- (a) A site plan showing the location of all proposed and existing structures on the Lot and all existing

structures on adjoining Lots,

- (b) Exterior elevations for the proposed structures,
- (c) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed buildings, and
- (d) Description of the plans or provisions for landscaping or grading.

4.02 Fees. No fee shall ever be charged by the Covenants Committee for the review as required and outlined in Section 1 above, or for any waiver or consent provided for herein.

4.03 Proceeding With Work. Upon receipt of approval, as provided in Section 1 above, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek proper approval pursuant to all of the provisions of Section 1 of this Article.

4.04 Failure of the Covenants Committee to Act. If the Covenants Committee shall fail to act upon any request submitted to it within forty five (45) days after submission thereof, such request shall be deemed to have been approved as submitted, and no further action shall be required.

4.05 Right of Entry. The Association and the Covenants Committee through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling or alteration of any structure thereon is in compliance with the provisions of this Declaration without the Association of the Covenants Committee or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Article V – Land Classification, Permitted Uses, and Restrictions

5.01 Land Classification. All Lots within the Properties are hereby classified as single-family Lots, to be used exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof. However, with written approval provided by the Developer, one (1) or more Lots or one (1) Lot and a part of a second Lot may be combined into a Plot.

In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot, nor in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions contained herein.

5.02 Building Restrictions.

(a) **Minimum Residence Size.** No residence which contains less than 1800 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.

(b) **Maximum Residence Height.** No residence which contains more than two (2) stories shall be built on any Lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1,400 square feet.

(c) **Materials.** The principal exterior material of the first floor of any residence shall be at least eighty-five percent (85%) brick, stone, or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Roofs may be of slate, clay, or concrete tile; built-up with stone covering; or "approved" laminated type composition shingles with weather wood color. "Approved" laminated type composition shingles shall be limited to those which carry a UL Class "A" fire rating, UL wind resistance rating against winds up to 60 MPH, and manufacturer's limited warranty for not less than twenty-five (25) years.

(d) **Foundations.** Foundations shall be conventional dug footings designed so as to limit exposure of formed concrete above natural grade and engineered specific to local soil conditions.

(e) **Garages.** Garages or carports must be at least three (3) cars wide and may be attached to, detached from, or built within a residence. Anything larger than three (3) cars wide will require prior review and written approval by the Covenants Committee before construction can begin. No garage shall be utilized

for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage may be converted into or used for living space.

(f) **Fences.** Fences may be erected along rear property lines, side Lot lines on interior Lots and on or behind Front Building Limit Line or Side Building Limit Line abutting the side street or a Corner Lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Masonry, stone, or brick fences may be allowed subject to written approval by the Covenants Committee.

(g) **Common Fences.** The rights and duties of the Owners of Lots with respect to adjoining or common fences shall be governed by the following:

1. **General Rules of Law to Apply.** Fencing constructed by the Owner(s) on the Property which is placed on the dividing line between separate Lots, shall constitute a common fence, and with respect to such common fence, each of the adjoining Owners shall assume the burdens and be subject to an easement for that portion of a common fence on his Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding common fences and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

2. **Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty.** If any such common fence is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the common fence.

3. **Repairs Necessitated by Act of One Owner.** If any such common fence is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such common fence, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

4. **Other Changes.** In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any common fence shall first obtain the written consent of the adjoining Owner.

5. **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article V shall be appurtenant to the land and shall pass to such Owner's successors in title.

(h) **Building Limit Lines.** No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the front building limit line. Furthermore, no building structure or part thereof shall be erected nearer than five (5) feet to a side Lot line except that cornices, spoutings, chimneys, and ornamental projections may extend two (2) feet nearer such side Lot line; such limitations being herein called the "Side Building Limit Lines".

(i) **Single Story Homes.** All single story homes shall have a minimum of an eight (8) pitch principal roof line unless the Covenants Committee waives this requirement.

(j) **Landscaping.** All structures shall be landscaped in accordance with the City of Oklahoma City ordinances. All new construction, landscaping packages shall meet a minimum of One Thousand Dollars (\$1,000.00) and be inclusive of a three inch (3") caliper tree placed within the front yard of each residence. Landscaping within the front yard of each residence shall not exceed twenty-five percent (25%) of the available yard space. The remaining seventy-five percent (75%) of available yard space of each residence shall be planted with acceptable grasses. Pools and ponds are strictly prohibited within a front yard space. All pools and ponds will require prior review and written approval from the Covenants Committee and must be placed in the back yard of any residence. Pools and ponds are required to be in-ground and situated behind an approved 6-foot high sight-proof fence. Additional landscaping requirements are outlined in Exhibit A attached hereto and made a part hereof. Landscaping plans shall take into consideration the need for providing effective site development to:

1. enhance the site and building.

2. screen undesirable areas or views,
3. establish acceptable relationships between buildings, parking, and adjacent properties, and
4. control drainage and erosion.

(x) **Signs, Billboards, and Detached Structures.** No signs or billboards will be permitted upon any Lot except signs, not to exceed five (5) square feet in total size, advertising the sale or rental of a Lot or Lots, provided, however, that this restriction shall not apply to the Declarant. No detached structures shall be allowed on any Lot, with the exception of greenhouses, that do not correspond in style and architecture of the residence to which it is appurtenant, or is more than one (1) story in height.

For the purpose of this restriction, small tool or storage sheds of less than one hundred and twenty-one (121) square foot floor area and six foot six inch (6'6") eave height may be maintained within rear yard areas, provided such rear yard is enclosed with an approved six foot (6') high sight-proof fence.

(i) **Grading and Excavation.** No building or other structure shall be constructed or maintained, upon any Lot, which would in any way impede natural drainage. No grading, scraping, excavation, other rearranging, or puncturing of the surface, of any Lot, shall be commenced which will, or may tend to interfere with, encroach upon or alter, disturb, or damage any surface or subsurface utility line, pipe, wire, or easement, or which will, or may tend to, disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire, or easement. Any such interference, encroachment, alteration, disturbance, or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the sole responsibility of such Owner, and the owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of the same to such Owner.

(m) **Moving Existing Building Onto a Lot Prohibited.** No existing, erected structure may be moved onto any Lot from another location.

(n) **Construction Period.** Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless delay is approved by the Covenants Committee in writing. If a delay of more than ninety (90) days occurs without the Covenants Committee's consent which will not be unreasonably withheld, the Developer may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day.

(o) **Utilities.** The Owner of each Lot shall provide the required facilities to receive necessary electrical, sewer, water, natural gas, and telephone services leading from the authorized supply sources to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

(p) **Sidewalks.** Sidewalks shall be constructed on each lot, concurrent with the construction of the residence thereon, within the street right-of-ways adjacent to all property lines paralleling streets, and in accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma.

(q) **Brick Mail Box.** Each developed Lot is required to have a mail receptacle constructed from brick which matches that of the structure. Each mail receptacle must contain the physical address affixed on the outside of the receptacle and be of cast stone, rock, metal or cast iron.

Article VI - Easements

6.01 **General Easement.** The Developer reserves the right and easement to the use of all areas owned or to be owned by the Association, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or as may be required by Oklahoma County for bond release.

6.02 **Crossover Easement.** If the Owner (including the Developer) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any area owned or to be owned by the Association, or a Lot of another Owner, such Owner shall have an easement to do so, provided that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner, and further provided that such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article IV of this Declaration, approval of either the Board of Directors or the Covenants Committee of the Association, unless such approval has been given.

6.03 Blanket Easement. An easement is hereby retained in favor of Developer and the Association over the Lots and any area owned or to be owned by the Association for the installation of landscaping or construction of signage, a common cable television system, a common sprinkler, or any other item installed for the common enjoyment and/or benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Lot or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Developer harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

6.04 Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting and other emergency personnel of Oklahoma County, Oklahoma, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

6.05 Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Developer, together with the right to grant and transfer the same. Developer also reserves the right to enter onto the Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any correction of defects in workmanship or materials in the Property or the improvements thereon.

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

- (a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, footing drains, condensation lines, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.
- (b) The right granted in Subparagraph (a), above, shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that any one exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.
- (c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

6.06 Drainage Easement. Each Owner of a Lot on which a storm drainage or storm water management easement exists shall keep such area free of debris so as not to impede drainage. Each Owner covenants to provide such additional easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Developer thereon requires; provided, however that such easements shall not have a material adverse effect upon any Lot on which said easements are utilized. Developer reserves an easement over all Lots for the purpose of correcting any drainage deficiency.

6.07 Encroachment Easement. Each Lot within the Property is hereby declared to have an easement, not exceeding two feet (2') in width over all adjoining Lots for the purpose of accommodating any encroachment not in violation of Oklahoma County Zoning Ordinance due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rain water from roofs, or any other similar cause. A like easement shall also exist in favor of the Association in the event of minor encroachment upon any Lot. There shall be valid easements for the maintenance of said encroachments so long as they, shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful gross negligence or misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

6.08 Exercise of Easement Rights. Developer and each Owner shall exercise prudence and care in connection with the entry upon any other Owner's Lot pursuant to the easements granted in this Declaration and shall use its or his best efforts to minimize disturbance of the other Owner and damage to his Lot or property. The Owner entering another Owner's Lot covenants at his sole expense, to promptly repair any damage to such Lot and to provide to the Owner of any Lot upon which he is entering, evidence of the existence of liability insurance in such amounts and with such carriers as are reasonably deemed adequate by the Board of Directors of the Association. The violation of any rule or regulation adopted by the Association, or the breach of this Declaration, shall give the Board of Directors of the Association the right, in addition to any other right or remedy elsewhere available to it:

(a) To enter onto any Lot as to which such violation or breach exists, and to summarily abate and remove, at the expense of its Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration, and the Board of Directors of the Association shall not be deemed to have trespassed; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

All expenses of the Board of Directors of the Association in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Lot of such defaulting Owner, upon all of his additions and improvements thereto, and a security interest on all fixtures and personal property located in his residence or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board of Directors of the Association.

Article VII – General Provisions

7.01 Animals. No animals, fish, reptiles, livestock, or fowl, of any kind, shall be raised, bred, kept, or maintained on any Lot or Plot, except that an ordinary number of dogs, cats, or other household pets may be kept, provided they are kept solely as household pets in accordance with the duly adopted Rules and Regulations of the Association, and provided further, they are not kept, bred, raised, or maintained for any commercial purpose. Horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

No pet shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Upon the request of any Owner, the Declarant or his designee, (possibly want to say Association here) in its sole discretion, may determine a particular pet to be a nuisance or whether the number of pets on any Lot or Plot is unreasonable.

Pets that are considered or determined to be dangerous and/or a threat to other humans, pets, or property will not be allowed under any circumstances. All incidents or reports will be reviewed by the Declarant or his designee, and in its sole discretion may determine any pet to be dangerous and/or a threat to other humans, pets, or property. Any pet determined by the Declarant to be dangerous and/or a threat to other humans, pets, or property shall be immediately removed, upon receipt of such written request by the Declarant, to the owner of any such pet. The Declarant reserves the right to secure the compliance of any such request by any legal means necessary and available to the Declarant. The Association hereby grants authority to Oklahoma County to enforce County leash and pet regulations.

7.02 Structures. The architectural character of all Structures, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of a Structure) when visually related to each other and the surrounding natural environment shall be, in the opinion of the Covenants Committee, harmonious in terms of type, size, scale, form, color and material. The repair, replacement, repainting, resurfacing or restoration of any Structure originally approved by the Covenants Committee or the Developer shall not be subject to the review or approval of the Covenants Committee provided that, following any such repair, replacement, repainting, resurfacing or restoration of any such Structure, the external appearance of such Structure shall be substantially identical with the appearance of said Structure as originally approved. Except as otherwise herein provided, no Structure shall be painted, stuccoed or surfaced with any material unless and until approved in writing in accordance with objective, performance-oriented guidelines established by the Covenants Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment and appurtenances from public view.

7.03 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of any Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

7.04 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot or Plot is required to keep such Lot or Plot in presentable condition or the Declarant may, at its discretion, mow such Lot or Plot, trim trees, remove trash or refuse, perform any other necessary maintenance in accordance with governing municipality ordinances, and, if necessary, levy an assessment upon such Lot or Plot for the costs involved, which may constitute a lien upon such Lot or Plot.

7.05 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. All recreational improvements, mechanical or physical, are to be completed within a reasonable amount of time and shall not be detrimental to the neighborhood in sight, sound, or odor.

7.06 Storage Tanks. No tank for the storage of oil, water, other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any Lot or Plot without the written consent of the Covenants Committee.

7.07 Boats, Trailers, Vehicles, and Temporary Residences: Boats, trailers, motorhomes, or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind and below an approved six foot (6') high sight-proof fence and, no overnight street parking shall be permitted. Automobiles and pickup trucks may be parked in driveway. Yard parking will not be permitted. Commercial vehicles, except for pickup trucks and vans, are prohibited. No disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be parked on any Lot. The extraordinary repair or maintenance of vehicles shall not be carried out on any Lot. The Association may enforce the provisions of this Section 7.07 by towing any non complying vehicle at the vehicle owner's expense.

Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence, except during the construction period and then only by a workman or watchman. No garage or outbuilding on any Lot or Plot shall be used as a residence or living quarters except by servants engaged on the premises.

7.08 Maintenance of Lawns and Plantings on Lots: Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material. No tree, shrub, or planting of any kind shall be allowed to overhang or otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Covenants Committee.

7.09 Maintenance of Premises and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Each Owner or Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management with the exception of those Lots on which the Association may provide maintenance of landscaping. All Owners of Lots on which storm water management or storm drainage easements exist must keep such area free of debris so as not to impede drainage. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of refuse, trash and rubbish from his premises in a manner to be approved by the Covenants Committee.

7.10 Enforcement of Maintenance. The Covenants Committee, or its agent, during normal business hours, shall have the right (after 10 days' notice, by regular or certified mail or posted on door with a witness, to the Owner or Resident of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Resident) to do any and all maintenance work reasonably necessary in the written opinion of the Covenants Committee, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Association upon demand and collected in accordance with this Declaration. The Covenants Committee, or its agent, shall further have the right (upon like notice and conditions) to trim or prune, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the written opinion of the Covenants Committee, by reason of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots contrary to the rules and regulations of the Covenants Committee or is unattractive in appearance. The lien provided under this Section shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce such lien shall have been filed in the court of record and

notice thereof shall have been filed in the appropriate records of Oklahoma County, Oklahoma prior to the recordation among the records of Oklahoma County, Oklahoma of the deed (or mortgage or deed of trust) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage or deed of trust).

7.11 Maintenance During Construction. During construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

7.12 Garbage, Trash Containers and Collections. All garbage so disposable shall be disposed of in a kitchen sink appliance installed for the sole purpose by each Owner, at Owner's cost, in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in proper refuse containers designed for that specific use. No refuse or trash shall be kept, stored or allowed to accumulate on any Lot. In no event shall such containers be maintained so as to be visible from streets or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection. The Covenants Committee may formulate and adopt reasonable rules and regulations relating to the size, shape, color and type container permitted and the manner of storage of same on any Lot.

7.13 Clothes Drying Facilities. No outside clothes drying or airing facility shall be visible from streets or neighboring property.

7.14 Tree Houses, Platforms, Antennae and Satellite Dishes. No tree houses, platforms in trees, or other similar structures or equipment, radio, television, or cable antennae shall be visible from neighboring property or streets. Antennae and satellite locations, and/or any other roof protrusion shall be approved by the Covenants Committee prior to installation.

7.15 Screens and Fences. Except for any fence installed by the Developer, a Participating Builder, or the Association, no fence or screen shall be installed on a Lot except in accordance with the guidelines established by the Covenants Committee and with the prior written approval of the Covenants Committee. Fencing installed by the Developer in the Common Area shall be maintained by the Association.

7.16 Signs and Lighting. The location, color, nature, size, design and construction of all signs or outdoor lights shall be approved in writing by the Covenants Committee, and must be in keeping with the character of the Property and in accord with guidelines established by the Covenants Committee.

7.17 Miscellaneous. Without prior approval of the Covenants Committee:

- (a) no water pipe, gas pipe, sewer pipe, or drainage pipe, or industrial process pipe, except hoses and movable piping used for irrigation purposes, shall be installed or maintained on any Lot above the surface of the ground;
- (b) no previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (c) no facility, including but not limited to, poles, wires and conduits for transmission of electricity, telephone messages and the like shall be placed and maintained above the surface of the ground on any Lot and no external or outside antennas or satellite dishes of any kind no matter how disguised shall be maintained;
- (d) no Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, which would tend to conflict with the surface development in accordance with Federal, State or Local laws or regulations.

7.18 Leases. No Owner of a Lot or Dwelling Unit shall lease to another any such Lot or part thereof or any such Dwelling Unit unless such lease shall be in writing for an initial term of not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Organization, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. The Board of Directors shall be provided with copies of leases on request.

7.19 Variances. As to any Lot or Plot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Covenants Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Covenants Committee shall be conclusive; provided, however, that if the Covenants Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.20 Severability: Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

7.21 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

7.22 Enforcement. Should the Owner or Tenant of any block, lot, plot, or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, the Association or any owner of any block, lot, plot, or building site in this addition may institute legal proceedings to enjoin, abate, or correct such violation or violations. The Owner of any block, lot, plot, or building site permitting the violation of such restriction or conditions shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions. Said attorneys' fees, court costs, and other expenses allowed and assessed by the Court, for the aforesaid violation or violations, shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of August, 2005.

JDM DEVELOPMENT, L.L.C.

JOE SHERGA, Manager

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

}
} ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of April, 2006, personally appeared JOE SHERGA, Manager of JDM Development, 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 and deed of such limited liability company, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal the day and year last above written.

My Commission Expires:

Commission No.



[Signature]
Notary Public

Exhibit "A"

The City of Oklahoma City Landscape Ordinance Information Packet

► Ordinance #22,366, § 5-2-100
of the Oklahoma City Municipal
Code, as amended
(effective January 20, 2004)

► Ordinance Summary and
Worksheets

► Plan and Code

► Sample Plan and Table



Prepared by
The City of
OKLAHOMA CITY
PLANNING DEPARTMENT



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Landscape Ordinance

Ordinance No. 2360, § 59, 100
of the Oklahoma City Municipal
Code, 1923, as amended
(Official Code of Oklahoma, 1994)



CHAPTER 59. ZONING

ARTICLE VI. GENERAL REGULATIONS

§ 59-6600. Sightproof screening and landscaping.

6600.1. *Purpose.* The purpose of these regulations is to use landscape elements, particularly plant materials, in proposed developments in an organized and harmonious fashion that will enhance, protect and promote the economic, ecological and aesthetic environment of The City of Oklahoma City for the safety, comfort and enjoyment of its citizens. The City recognizes the values of landscaping in achieving the following goals: promote the enhancement of Oklahoma City's urban forest; promote the reestablishment of vegetation in urban areas for health, ecological, and aesthetic benefits; provide new planting in concert with natural vegetation and careful grading; encourage the preservation of existing trees; establish and enhance a pleasant visual character and structure to the built environment, which is sensitive to safety and aesthetics issues; promote compatibility between land uses by reducing the visual, noise, and lighting impacts of specific development on users of the site and abutting properties; unify development, enhance and define public and private places; provide an overall planting scheme that will reduce soil erosion and the volume and rate of discharge of storm-water runoff; aid in energy conservation by shading and sheltering structures from energy losses caused by weather and wind; mitigate the loss of natural resources; provide visual screens and buffers that mitigate the impact of conflicting land uses to preserve the appearance, character and value of existing neighborhoods; provide shade, comfort and seasonal color; reduce glare, noise and heat; and provide greater perceptual clarity along major streets and roads by more consistent planting of properly sized street trees. It is further recognized that good landscaping increases property values, attracts potential residents and businesses to Oklahoma City, and creates a safer, more attractive and more pleasant living and working environment for all residents and visitors of Oklahoma City. These regulations are intended as a minimum standard for landscape treatment. Owners and developers are encouraged to exceed this standard in seeking more creative solutions - both for the enhanced value of their land, and for the collective health and enjoyment of all citizens of Oklahoma City.

6600.2. *DEFINITIONS.* For the purpose of this section the following words, terms and phrases, when used in this section, shall have the meaning ascribed to them in this section, except when the context clearly requires otherwise.

- A. *Berm.* An earthen mound designed to provide visual interest, screen undesirable views and/or decrease noise.
- B. *Caliper.* Diameter of a tree trunk. The term "caliper" is used for trees less than 12 inches in diameter. For trees less than four inches in diameter, it is measured six inches from the ground. For trees between four inches and 12 inches in diameter, it is measured 12 inches from the ground.
- C. *City Department.* Any and all departments of The City of Oklahoma City.

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- P. *Mulch.* An organic material such as seed hulls, pine needles or tree bark used to control weed growth, reduce soil erosion and reduce water loss.
- Q. *Parking Lot.* Any off-street, unenclosed ground level facility used for the purpose of temporary storage of motor vehicles. Enclosed parking facilities, such as single or multi-story garages or parking facilities constructed within the confines of a larger building or structure, or parking facilities associated with single family and duplex residential development are not included within this definition.
- R. *Parking Lot Planting.* Plantings of hardy trees, shrubs, and /or ground cover required due to the construction of impervious surface parking to be planted within and / or around the perimeter of the parking lot area, excluding parking garages, decks and covered parking.
- S. *Parking Lot Island.* A planting island contained completely within the confines of a parking lot.
- T. *Parking Peninsula.* A planting island that extends out into the parking area, and is bounded on at least one side by the outer edge of the paving or a building.
- U. *Planting Plan.* The preparation of graphic and written criteria of plant placement, plant specification of type, size and spacing, and other features to comply with the provisions of this ordinance.
- V. *Planting Season.* The most favorable time to plant trees in Oklahoma City, established as the months including and between October and April.
- W. *Right-of-way.* A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use. The usage of the term "right-of-way" for platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.
- X. *Sight-proof Fence.* A solid opaque fence or wall that is a minimum of 6 feet but no more than 8 feet in height, made of wood, masonry, decorative metal, or other suitable material in compliance with the Building Code.
- Y. *Sight Triangle.* The area on either side of an access way at its junction with a street forming a triangle within which clear visibility of approaching vehicular or pedestrian traffic shall be maintained.
- Z. *Significant Tree.* Any existing tree with a caliper of 6 inches or greater that is determined to be in good health by a qualified professional (i.e. Urban Forester, Certified Arborist) following guidelines established by the International Society of Arboriculture.
- AA. *Shrub.* A living self-supporting woody deciduous or evergreen species no less than 8 inches in height, and no greater than 15 feet in height, which will remain full and attractive throughout the year.

- (a) *Optional Planting Areas.* Landscaping may be installed in aboveground planters (built-in or moveable), decorative pots, or hanging baskets provided all irrigation requirements are met.
 - (b) *Substitution of Landscaping for Parking Spaces.* Up to 10% of the number of parking spaces required for a building addition may be used for landscaping, however point values increase from two (2) to ten (10) points for each substituted parking space.
- D. The property owner, manager, or property owners' association is responsible, in perpetuity, for maintaining all landscaping by keeping lawns mowed, all plants properly groomed and maintained as disease-free, and planting beds groomed, except in naturally occurring dense growths of underbrush or shrubs.
- E. An inspection of all plantings to ensure compliance with the submitted Landscape Plan is required prior to the issuance of a Certificate of Occupancy.
- F. Nothing herein shall affect in any way the rights of, or exercise by, any public utility or City department of its present and future acquired rights to clear trees and other growth from lands used by the public utility or City department. The utility or City department shall cooperate and coordinate with the City when clearing or pruning in the rights-of-way.
- G. *Landscaping within Rights-of-Way.*
 - (1) Up to 25% of the required landscaping may be placed in the street right-of-way. The type and location of vegetation shall not interfere with utilities and the safe and efficient flow of street traffic. Approval by the appropriate City departments responsible for street and utilities shall be required.
 - (2) No trees or shrubs shall be placed in the sight triangle for street intersection or street and driveway intersections.
- H. Nothing herein shall reduce the lines of sight and traffic visibility standards adopted in this Code's Zoning Regulations. Plantings within 25 feet of an intersection shall not exceed a height of 18 inches.
- I. All previous surface areas of public and private parks, playgrounds, playing fields, and other outdoor recreation facilities shall be excluded from the calculation of Site Points as required by these regulations.
- J. Property owners in all zoning districts shall be responsible for landscaping the area between the street rights-of-way line and the curb-line. The use of gravel shall not satisfy this requirement for landscaping. In addition, this area shall not be hard-surfaced, other than a permitted driveway or sidewalk, and it shall not be used for parking.
- K. *Size and Quality Requirements.* Any tree planted to meet minimum requirements of these regulations shall have at least the following size requirements:

6600.4. STEPS REQUIRED FOR APPROVAL OF THE LANDSCAPE PLAN.

STEP 1.	Calculate Points. Determine the number of Site Points required for development, based on the size of the Developed Area, and the number of Parking Lot Points based on the number of parking spaces. (Reference §59-6600.5.A.6.a.)
STEP 2.	Determine Plant Requirements. Determine the quantity, type, and size of plant materials needed to meet point requirements. (Reference §59-6600.5.A.6.d.)
STEP 3.	Determine Additional Requirements. Determine whether Residential, Subdivision or other buffers apply to the development. (Reference §59-6600.5.)
STEP 4.	Develop a Landscape Plan. Develop a Landscape or Planting Plan with plantings that meet point requirements, including any applicable buffer(s). (Reference §59-6600.6.)

6600.5. LANDSCAPE REQUIREMENTS.

A. *Planting Requirements / Point System.*

- (1) The Developer may use any combination of plantings to obtain the necessary number of points required for the development. Different lots and landscapes will lend themselves to different types of plantings. These regulations attempt to encourage creativity and diversity in landscaping.
- (2) Landscaping within any Developed Area must equal or exceed a minimum number of points in order to obtain approval. Site Points are determined by the size of the Developed Area, and Parking Lot Points are determined by the number of parking spaces.

(3) Different types of plantings are worth different point values.

Type of Plant Material	Minimum Size (at time of planting)		Point Value
Large Tree	8-inch or greater caliper		26
	7-inch caliper		24
	6-inch caliper		22
	5-inch caliper		20
	4-inch caliper	11-12 ft. height	18
Medium Tree	3-inch caliper	9-10 ft. height	15
	2-inch caliper	7-8 ft. height	12
	Small Tree or Ornamental Tree	Single Trunk: 1-inch caliper	5-6 ft. height
Multiple Trunk (minimum 3 trunks): 6-foot height, and the smallest trunk 1-inch caliper minimum		9	
Large Shrub	5 gallon, 24-inch height at planting		3
Medium Shrub	3 gallon, 12-inch height at planting		2
Small Shrub	2 gallon, 8-inch height at planting		1
Ornamental Grasses	1 gallon		¼
Groundcover	1 gallon		¼
	4-inch pots		¼
Existing Significant Tree	6-inch caliper (§ 6600.8. Existing Tree Credits)		22 to 50
Landscaped Berm	30-inch height; 10-foot length; 3:1 slope		1 per 5 L.F.
Turf Grass	N/A		¼ per s.y.

- (4) A minimum of 60% of required points shall be used for landscaping in the front and side yards.
- (5) A minimum of 25% of required points shall be used for evergreen plantings.
- (6) A maximum of 25% of required points may be used for turf grass.

B. Landscaping Requirements for Single-Family Residential and Mobile Home Residential Use Units in the Following Districts: R-1, R-1ZL, R-MH-1, R-2, R-3, R-3M, R-4, R-4M, HP, NC, SPUD, and PUD

- (1) All required perimeter yards shall be landscaped. The landscaping of these yards shall, at a minimum, consist of a combination of living vegetation, such as trees, shrubs, grasses or ground cover materials, planted or transplanted and maintained, or preserved as existing natural vegetation areas (e.g. woods or thickets).
- (2) Within the perimeter yards, there shall be at least one (1) medium tree planted and/or maintained for every 75 feet, or fraction thereof, of frontage with a

the right-of-way.

- (4) Uses within the I-3 district, when located across any street from any use other than industrial shall provide a continuous five (5) foot minimum landscape buffer on the outside of any required fence.

E. *Automotive Parking Lot Landscape Requirements for Non-Residential, Office, Civic, Commercial Use Units and the Horticultural Use Unit in the Following Districts: R-1, R-1ZL, R-MH-1, R-MH-2, R-2, R-3, R-3M, R-4, R-4M, NC, O-1, O-2, C-1, C-2, C-3, C-4, C-HC, I-1, I-2, I-3, HP, NC, BT, SYD, SPUD, PUD, and C-CBD.*

The purpose of Parking Lot Islands and/or Parking Lot Peninsulas is to help reduce glare and heat buildup; to promote interior islands for pedestrian safety and traffic separation; to visually break up large expanses of pavement; and to reduce surface runoff. All non-covered, street-level parking facilities established and governed by this Chapter shall be landscaped in accordance with the following requirements:

- (1) In addition to the number of Site Points required, two (2) additional points are added to the site for each required parking space. Any proposed parking space in excess of the number of required spaces shall require one (1) point of landscaping. These points must be used to plant Parking Lot Plantings. The plantings may be located
 - (a) Around the perimeter of the lot to provide a uniform and attractive design, and/or
 - (b) Within Parking Lot Islands, Peninsulas, and/or Landscaped Areas within the developed parking lot.
- (2) Each Parking Lot Island and/or Peninsula shall be a minimum of 162 square feet (the minimum area of a single parking space) with a minimum average width of five (5) feet.
- (3) Each Parking Lot Island and/or Peninsula shall contain a minimum of one (1) tree.
- (4) The distance between any parking space and a Landscaped Area shall be no more than 75 feet.
- (5) Required Parking Lot Plantings shall be in ground and not placed upon a paved surface.
- (6) All Parking Lot Planting areas shall be protected with concrete curbs, or equivalent barriers. Bumper blocks shall not be used for boundaries around the landscaped area.
- (7) Each tree shall be planted a minimum of two (2) feet away from the outside of any permanent barrier of a landscaped area or edge of the parking area.
- (8) Ground cover or grasses shall be planted to cover each Parking Lot Planting area within three (3) years from the date of issuance of the Certificate of

property lines. If there is any outdoor work, sales, display, and/or storage areas in the required front yard, a sight-proof fence and a five (5) foot wide Landscape Buffer, located on the outside of the fence, shall be required along the front property line.

- (4) Sight-proof screening or fencing required for any landscape buffer may be credited with two (2) landscape points per every 20 linear feet if constructed of upgraded building materials, such as masonry (limited to brick, split-face concrete block, stone or cultured stone), decorative pre-cast concrete fence systems, or decorative iron.

H. **Residential Buffers.** On any office, commercial, industrial, institutional, SPUD, PUD, Conditional Use Permit, or multi-family development (three or more units) adjacent to a single family or duplex residential district or use, a landscaped buffer along the property line(s) of the developing property is required. The buffer shall run the entire length of the abutting lot line(s). The type of buffer may consist of any or all of the following:

- (1) A solid opaque fence not less than six (6) feet in height, with either:
 - (a) A Landscape Buffer, minimum five (5) feet in width, located on the inside of the fence; or
 - (b) Trees spaced 25 feet on center.
- (2) A landscaped buffer no less than six (6) feet in width, planted with a series of evergreen plantings at least six (6) feet in height and spaced in a manner to provide an impervious visual barrier; or
- (3) A natural, undisturbed wooded area at least 20 feet in width.

I. **Subdivision Buffers.** All residential developments adjacent to arterial streets shall provide a landscaped buffer, located on the outside of any subdivision fence, consisting of any combination of trees, shrubs, groundcovers, earthen berms and/or rock or stone accents, arranged in a manner to achieve visual continuity.

- (1) The buffer shall contain a minimum of four (4) points for every 20 feet of frontage.
- (2) If the buffer is provided within the right-of-way, it shall be located within 10 feet of the property line along the entire adjacent public street frontage, exclusive of driveways and accessways at points of ingress and egress. No trees, shrubs, fences, berms or other landscape improvements that would impede visibility shall be located in sight triangles.
- (3) The type and location of plantings within the public rights-of way shall not interfere with utilities. Plantings whose mature height exceeds 15 feet shall not be planted beneath overhead utility lines. Approval by the appropriate City departments responsible for street and utilities shall be required.

6600.6. **LANDSCAPE PLANS.** At the time of submission for a Building Permit, and also at the time of application for all PUDs, SPUDs, and Conditional Use Permits, a landscape plan,

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- C. Consideration should be given to the location of trees so that when they reach mature height they do not interfere with utility wires. In addition, as required in other sections of the City Code, property owners shall keep vegetation trimmed so that it does not obstruct the free, convenient, and safe travel over and along streets.
 - D. *Completion Requirement.* A Certificate of Occupancy, for any use, shall not be issued until the required landscaping has been installed in accordance with the Landscape Plan, and it shall be illegal for any person, firm, or corporation to occupy or operate a business in any new structure or building addition for which landscaping, as shown by the plans, is not provided; except, that if a structure and all site improvements are complete except for the required landscaping, and it is not the planting season (May through September), temporary occupancy may be permitted for a period of six (6) months, or until the next planting season, whichever comes first. If the required landscaping has not been completed by the required time, the property owner shall be in violation of this chapter and subject to the penalties set forth herein.

6600.7. LANDSCAPE IRRIGATION REQUIREMENTS.

- A. The property owner shall be responsible for the irrigation of all required landscape areas and plant materials, with exception of natural areas and xeriscape plantings, utilizing one or a combination of the following methods:
 - (1) An automatic or manual underground irrigation system (conventional spray, bubbler, etc.), equipped with a rain and freeze sensors;
 - (2) An automatic water-saving irrigation system (drip, porous pipe, leaky pipes, etc.) equipped with a rain and freeze sensors;
 - (3) A hose attachment within 100 feet of all required landscape areas and plant materials.
- B. The irrigation method used shall be in place and operational at the time of the landscape inspection for Certificate of Occupancy; and shall be maintained and kept operational at all times to provide for efficient water distribution.
- C. Landscape areas utilizing xeriscape plants and installation techniques may use a temporary and aboveground system and shall be required to provide irrigation for the first three (3) years only.
- D. Landscape plans shall indicate, by a detail, a drawing, or by specification in a note on the site plan, the type and location of irrigation that will be used. Plans should be specific enough to show that adequate irrigation would be provided to all required landscape areas and plant materials.
- E. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.

6600.8. EXISTING TREE CREDITS. In order to encourage the preservation of Oklahoma City's older trees, credits toward required points may be given in the event existing trees are preserved.



Supplement



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Summary

The City Council, on December 30, 2003, approved the first improvements to the City's landscaping requirements in 13 years. A committee of community participants, including commercial, residential and industrial developers, a landscape architect, an urban forester, and a small business owner developed the ordinance over a two-year period.

The new landscaping ordinance is based on a point system, which provides more flexibility and encourages creativity and diversity in design. Plants, which are assigned different point values, can be arranged in any combination on the site to meet minimum requirements.

Each **Developed Area** shall equal or exceed a minimum number of **Base Points** and **Parking Lot Points** in order to obtain approval. Point requirements are based on the Use Unit. The number of points required depends on the size of the developed area and number of parking spaces. When only a portion of a large tract is developed, only the developed area shall be considered when determining the number of points required.

In general, the regulations address the following:

- Single-family residential developments are required a minimum of one 2-inch caliper tree per lot, and a tree for every 75 feet of frontage.
- Multi-family residential, non-residential, office, and commercial developments are required landscaping both for the site and parking areas.
- Industrial developments are required plantings along the frontage and in parking areas only
- Stand-alone parking lots are required a designated amount of landscaping.
- Landscaping for building additions is required, and provisions for sites with limited green space are provided.
- Allowances for landscaping within the right-of-way, contingent upon approval by the appropriate City departments.
- Landscape screening for security fencing is established.
- Buffer requirements are established for subdivisions abutting arterial streets, and for non-residential developments abutting residential developments.
- Credits are provided for existing trees over 6" in caliper. This incentive is offered to encourage the protection and preservation of existing significant trees.
- All new developments and projects (except residential and duplex) will be required to submit a separate landscape plan.

The new standards (Ordinance No. 22,366) address landscaping for all new developments, became effective January 30, 2004. Any applicant filing for a building permit after January 30, 2004 is subject to these standards.

Commercial and Related Landscaping

Multi-Family Residential, Non-Residential, Horticultural, Office, Civic, and Commercial Use Units in the Following Districts:
R-1, R-12L, R-MH-1, R-MH-2, R-2, R-3, R-3M, R-4, R-4M, O-1, O-2, C-1, C-2, C-3, C-4, C-HC, I-1, I-2, I-3, HP, NC, SPUD, and PUD

SITE POINTS

Step 1. What is the square footage of the Developed Area?	
Step 2. For the first 5,000 square feet, 25 base points are required.	25
Step 3. For sites greater than 5,000 square feet, calculate one (1) point for each additional 200 square feet. <i>(Developed Area – 5,000) ÷ 200</i>	+
Step 4. Sum minimum required site points. <i>Step 2 total + Step 3 total</i>	=

POINT DESIGNATION

- Minimum 60% of Site Points to be used in the front and side yards.
- Minimum 25% of total points shall be used for evergreen plantings.
- Maximum 25% of total points may be used for turf grass, excluding turf in the right-of-way.
- Maximum 25% of total points may be placed in the right-of-way, if approved by the City.

EXCEPTIONS FOR SITE POINT REQUIREMENTS

- Industrial Use Units, and Transportation Facilities: Surface Goods (both Restricted and General) Use Units
- Single-Family and Duplex Residential
- Developments within C-CBD, RT, SYD districts.

Parking Lot Landscaping

Automotive Parking Lot Landscape Requirements for Non-Residential, Office, Civic, Commercial Use Units and the Horticultural Use Unit in the Following Districts: R-1, R-1ZL, R-MH-1, R-MH-2, R-2, R-3, R-3M, R-4, R-4M, NC, O-1, O-2, C-1, C-2, C-3, C-4, C-HC, I-1, I-2, I-3, HP, NC, BT, SYD, SPUD, PUD, and C-CFD.

POINT CALCULATIONS

Step 1. How many parking spaces are required? <i>(Calculate 2 points per required space)</i>	
Step 2. How many additional spaces are provided? <i>(Calculate 1 point per additional space)</i>	+
Step 3. Sum the total minimum point requirements. <i>(Step 1 total + Step 2 total)</i>	=

- Each Parking Lot Island and/or Peninsula shall be the minimum area of a single parking space, with a minimum average width of five (5) feet.
- Each Parking Lot Island and/or Peninsula shall contain a minimum of one (1) tree.
- The distance between any parking space and a landscaped Area shall be no more than 75 feet.
- Required Parking Lot Plantings shall be in-ground and not placed upon a paved surface.
- All Parking Lot Planting areas shall be protected with concrete curbs, or equivalent barriers. Bumper blocks shall not be used for boundaries around the landscaped area.
- Each tree shall be planted a minimum of two (2) feet away from the outside of any permanent barrier of a landscaped area or edge of the parking area.
- Ground cover or grasses shall be planted to cover each Parking Lot Planting area within three (3) years from the date of issuance of the Certificate of Occupancy. All Ground Cover shall have a mature height of not more than 24 inches. Loose rock, gravel, decorative rock or stone, or mulch shall not exceed 20% of the Parking Lot Planting area.
- Space devoted to required Parking Lot Planting areas shall be in addition to any required front, side, and rear yard buffer requirements.
- Stand-alone parking lots shall require two (2) points of landscaping for each parking space.

EXCEPTIONS

- Parking garages or parking decks.
- Display areas for uses in the following use units:
 - §59-2411. Automotive Sales and Rentals
 - §59-2412. Automotive and Equipment: Sales and Rentals, Light Equipment.
 - §59-2413. Automotive and Equipment: Sales and Rentals, Farm and Heavy Equipment.
- Parking lots of existing developments, legally established prior to the adoption of these regulations, unless there is additional square footage added to the parking area. In which case, one (1) point worth of landscaping shall be added for each additional proposed parking space.

Sight-proof Screening and Security Fences

(See also Residential Buffers)

SIGHT-PROOF FENCES

Multi-family, office, commercial or industrial districts

- A sight-proof fence on the front property line and/or side property line(s) abutting a street may be erected, provided a five (5) foot wide Landscape Buffer shall be required on the outside of the fence.

Industrial Use Units

- Sight-proof fencing is required when the industrial property is separated from a residential district or use by a local residential, collector, or arterial street. The fencing is required along a side or rear property line or along the front building or property line.
- A five (5) foot wide Landscape Buffer, located on the outside of the fence shall be required on the front and side property lines.
- If there is any outdoor work, sales, display, and/or storage areas in the required front yard, a sight-proof fence and a five (5) foot wide Landscape Buffer, located on the outside of the fence, shall be required along the front property line.

SECURITY FENCES

Industrial zoned districts, Industrial SPUD and/or PUD

- When permitted, a security fence may be erected in the front yard, but shall not exceed a height of eight (8) feet. Such security fences may be topped with strands of barbed wire when the height of the barbed wire is over six (6) feet from grade.
- When located on a property across any street from residential, office, or commercial zoned districts, a five (5) foot wide Landscape Buffer located on the outside of the fence shall be required.

LANDSCAPE CREDITS

Sight-proof screening or fencing required for any landscape buffer may be credited with two (2) landscape points per every 20 linear feet if constructed of upgraded building materials, such as masonry (limited to brick, split-face concrete block, stone or cultured stone), decorative pre-cast concrete fence systems, or decorative iron.