

**SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR**

**LOTS 1 THROUGH 11 OF BLOCK 1, INCLUSIVE; AND
LOTS 1 THROUGH 11 OF BLOCK 2, INCLUSIVE; OF
AMERICAN COUNTRY ESTATES PHASE 1**

**THIS INSTRUMENT IS MADE AS OF THE DATE OF ITS SIGNATURE BY THE
UNDERSIGNED DECLARANT BEING THE RECORD OWNER OF FIFTY-ONE
PERCENT (51%) OR MORE OF THE LOTS WITHIN AMERICAN COUNTRY
ESTATES PHASE 1. THIS INSTRUMENT SHALL COMPLETELY AMEND,
RESTATE, AND SUPERSEDE THE FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LOTS 1
THROUGH 11 OF BLOCK 1, INCLUSIVE; AND LOTS 1 THROUGH 11 OF BLOCK 2,
INCLUSIVE; OF AMERICAN COUNTRY ESTATES PHASE 1, DATED JANUARY 22,
2016 AND RECORDED JANUARY 26, 2016 AS INSTRUMENT #201600000858 IN THE
OFFICE OF THE COUNTY CLERK OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA.**

STATE OF OKLAHOMA)
) ss
COUNTY OF POTTAWATOMIE)



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Homes by DHR of Oklahoma, LLC, hereinafter referred to as "Declarant" does hereby certify that it is the owner of and only entity having title in fifty-one percent (51%) or more of the lots described as follows, to wit:

AMERICAN COUNTRY ESTATES PHASE 1. A subdivision embracing the Eastern Half (E/2) of Lot 3 of Section One (1), Township Eleven (11) North, Range Three (3) East, I.M. Pottawatomie County, Oklahoma as shown on the Final Plat of American Country Estates Phase 1, recorded on February 28, 2014 in the Office of the County Clerk of Pottawatomie County, Oklahoma as Instrument No. 201400002412, creating Lots 1 through 11 of Block 1, inclusive, and Lots 1 through 11 of Block 2, inclusive, of American County Estates Phase 1, subject to all easements and any other matter of record.

For the purpose of providing an orderly development of all the lots, blocks, and/or building sites (included in the above described plat) and for the further purpose of providing adequate restrictive covenants for the benefit of themselves and their successors in title, the Declarant does hereby impose the following covenants, restrictions and reservations on the entire plat of American Country Estates Phase 1, to which it shall be incumbent upon their successors in title to adhere, and any person or persons, corporation or other entity hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever of any lots included in American Country Estates Phase 1 shall take, hold and convey same subject to the following covenants, restrictions and reservations, to wit:

1. CONSTRUCTION REQUIREMENTS:
 - a. Only one residential single-family dwelling (herein sometimes referred to as the "primary residence") per lot is permitted.
 - b. No structures of temporary character, tent, shack, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. Onsite office or security quarters may be permitted during construction only. An exception is to allow Declarant to maintain a construction/sales trailer on one lot for the duration of Declarant's development, construction and selling of homes and lots within American Country Estates Phase 1 and within any future adjacent American Country Estates subdivisions, if Declarant chooses to develop such phases which phases may or may not be developed. Also, Declarant may maintain a total of four homes on separate lots as sales models for the purposes of selling homes within American Country Estates Phase 1 and future adjacent American Country Estates subdivisions (if any).
 - c. Construction of a primary residence must start within 36 months after closing on the purchase of a lot from the Declarant, and be completed within 9 months after the start of construction. If a lot is resold, construction must then start within 12 months of the closing date of the resale, but in no case longer than 48 months from the original closing date. If construction has not begun within the allotted time periods above, or construction has exceeded 9 months from the construction start date, a fine of \$250/month will be assessed to the owner of record of the respective lot and be payable on demand to the Declarant each month that the lot owner is in default.
 - d. Site-built primary residences will be of permanent new construction (e.g., no mobile or trailer homes). The cumulative of all exterior wall construction (excluding eaves and gables) must be a minimum of 60% brick, stone, or a combination thereof and all other exterior walls shall be finished on the outside and painted. No exterior construction material or paint shall contain colors which are obnoxious, bright, or generally offensive. No metal exterior walls are permitted. All primary residences must contain at least 1,800 square feet of living area, except for primary residences constructed prior to 2017 which will be grandfathered from this size requirement. Each primary residence must contain a minimum of a two-car fully enclosed attached or detached garage. The garage must be constructed at the same time as the primary residence. All construction must be done in a professional manner and utilizing professional quality materials. Completed primary residences shall appear professionally built.
 - e. Any additions or detached garages shall be uniform in appearance with the original primary residence, and shall otherwise comply with the requirements and restrictions contained in this Declaration, including but not limited to, those contained in paragraph (d) hereinabove.
 - f. Any building (including primary residence) shall be set back a minimum of ten (10) feet from side property lines, setback a minimum of twenty (20) feet from rear property lines, setback a minimum of such feet from the front property line as required by the recorded plat map (except that an attached garage to the primary residence may encroach up to a maximum of ten (10) feet over the front property line created by the plat which encroachment is referred to herein as a "permitted encroachment"), and setback a minimum of twenty (20) feet from any other building.
NOTWITHSTANDING ANY RECOURSE AN OWNER MAY OTHERWISE

HAVE AT LAW OR IN EQUITY AGAINST THE DECLARANT, ANOTHER OWNER, OR ANY OTHER PARTY BASED UPON OR ARISING OUT OF A "PERMITTED ENCROACHMENT" OF THE PLAT'S AND/OR THIS DECLARATION'S FRONT BUILDING LINE/SETBACK, EACH OWNER BY HIS OR HER ACCEPTANCE OF A DEED TO ANY LOT HEREBY EXPRESSLY ACKNOWLEDGES THAT ANY SUCH EXISTING OR FUTURE HEREBY PERMITTED ENCROACHMENTS ARE MINOR IN NATURE AND DO NOT CAUSE HARM OR RESULT IN DAMAGES TO SUCH OWNER AND EACH SUCH OWNER SHALL BE DEEMED TO HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DECLARANT, OTHER OWNERS, AND ANY OTHER PARTY RELATING TO PERMITTED ENCROACHMENTS.

- g. The height of any primary residence shall not exceed thirty-two (32) feet. Basements are permissible.
 - h. All freestanding mailboxes to be contained in a matching brick enclosure.
 - i. Roof pitch shall be a minimum of 6/12.
 - j. Each primary residence may have a satellite dish installed outside each primary residence. Any satellite dish must be mounted on the rear of the primary residence such that it is visually shielded from the view of people facing the front of the primary residence, unless mounting on the rear of such primary residence would "impair" a person's ability to install, maintain, or use a satellite dish. Mounting on the rear of the primary residence will only be considered to impair if it precludes a person from receiving or transmitting an acceptable quality signal from a satellite dish, in which event the satellite dish must be located in the area most near the rear of the primary residence which would not result in impairment.
 - k. Driveways must be installed with the construction of each primary residence, and be constructed of concrete, brick pavers or asphalt, and extend the entire length between Carefree Lane and the entrance to the garage.
 - l. Any and all front yard sidewalks and patios must be constructed of concrete, or brick pavers.
2. USE RESTRICTIONS AND ADDITIONAL SITE REQUIREMENTS AND RESTRICTIONS:
- a. Each lot may be used only for residential purposes and limited home-office/home-business as set forth herein.
 - b. No noxious, illegal or offensive trade or activity such as salvage yard, auto repair, engine repair or any undesirable activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 - c. Small home-type business may be permitted on residential lots. Examples of some permitted businesses would be: Home office for various purposes if not detrimental to the neighborhood and permitted by Pottawatomie County regulations.
 - d. No type of automotive or engine repair shall be permitted on any lot.
 - e. No salvage and/or collection of any kind shall be permitted on any lot.

- f. To the extent not in running order, none of the following shall be permitted on any lot unless stored within an enclosed garage: cars, unlicensed trailers, or any other motor vehicle.
 - g. No business selling alcoholic beverages, controlled substances or illegal activity will be permitted.
 - h. No business such as public auction companies or other business attracting or creating excessive vehicular traffic will be permitted.
 - i. None of the following uses will be permitted on a lot: second-hand store, any business providing emergency medical services, any business engaged in the display of sexually explicit acts or nude or semi-nude dancing or other public displays of nudity, adult book store, adult theater, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays, pet kennel, groomer, or other pet related services, any business which is regularly open to the public later than 7:00 p.m., or any business which involves the storage or use of hazardous materials.
 - j. No business that creates loud noises, offensive odors or detracts in any way from the appearance of the neighborhood will be permitted.
 - k. No home business shall give the appearance of being a business.
 - l. Parking shall only be allowed in garages and paved driveways. No homeowner shall park overnight or allow any of its guests to park overnight any vehicles in public or private streets, or in any front, side, or rear yards.
 - m. Minimum lot size is 0.75 acres.
 - n. Lots which are improved with primary residences shall be landscaped in their front yards with, for example, grass, sod, shrubs, trees, flowerbeds and/or other greenery, such that no raw land is exposed. In connection with such landscaping requirement, mulch, bark, and/or decorative stone are specifically allowed to complement the landscaping. With respect to unimproved lots purchased from the Declarant, all hay, weed, and other forms of natural growth must be maintained by the owner(s) of such purchased lots at a height not to exceed 24" in length; this provision is not intended, however, to in any manner impair or alter the construction requirements and timelines set forth in paragraph 1 of this Declaration.
 - o. No wind turbines shall be allowed on any lot.
 - p. In addition to these restrictions, all lots and uses shall conform to all provisions of applicable laws and zoning regulations. In some instances, such governmental provisions may be more or less restrictive than the provisions of this instrument. In the event of a conflict between any such governmental provision and any provision of this instrument, the more restrictive provision shall prevail, except in those limited circumstances where compliance with a more restrictive provision of this instrument would result in a violation of mandatory applicable governmental law, in which event such governmental law shall apply.
3. OUTBUILDINGS:
- a. A maximum of two outbuildings will be allowed per lot, provided that the total square footage combined of all outbuildings may not exceed 400 square feet.
 - b. All outbuildings shall be of like-new construction painted within 3 months after start of construction or covered in pre-finished material requiring no paint. No obnoxious, bright, or generally offensive colors shall be used.

- c. All outbuildings (except well houses) shall be located behind the primary residence.
 - d. The maximum height of any outbuilding is fourteen (14) feet.
 - e. Roof pitch shall be a minimum of 2/12.
4. ANIMALS:
- a. No horses, cows or similar animals shall be permitted (except as permitted in 4d below).
 - b. No swine, goats, sheep or game chicken shall be permitted (except as permitted in 4d below).
 - c. Household pets (dogs, cats, etc.) shall be limited to a total of not more than four (4) adult pets (16 weeks or older).
 - d. No commercial animals shall be bred, raised or kept on any lot. The only exception to this restriction will be participation in a 4-H Youth Development Program or FFA (Future Farmers of America) project.
 - e. All animals shall be kept and/or confined in such a way as to not be a nuisance or health hazard to any neighbor.
 - f. No condition shall be allowed to exist which would induce, breed and/or harbor infectious plants, diseases, odors and/or noxious insects.
 - g. When outdoors, all dogs must be kept in fenced yard, or on a leash, or supervised. Dogs are not permitted to roam neighborhood unsupervised.
 - h. No outdoor undomesticated animals are permitted (except as permitted in 4d above).
5. MAINTENANCE:
- a. Each owner shall at all times be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all improvements on its lot so as to keep same in a clean, neat, sightly, and safe condition, except that, the foregoing requirement shall not be applicable to Declarant during its development of the subdivision or its construction of homes on the lots therein which each owner expressly acknowledges and accepts will involve dirt work, temporary storage of construction materials, resulting debris, use of construction equipment, and all other matters commonly associated with residential development and construction.
 - b. If any primary residence or other improvement is damaged or destroyed, the owner shall diligently proceed to restore such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvement and landscape (and thereafter neatly maintain) the lot.
6. TRASH:
- a. Trash, debris, or any other refuse may not be placed and/or dumped on any lot or area within the subdivision.
 - b. Excessive items and materials shall not be permitted on any lot.
 - c. Waste materials shall be kept in sanitary containers, properly secured and covered so as not to cause litter, odor or attractive nuisance.
 - d. Garbage cans or refuse containers shall not be placed or permitted to remain in front of any primary residence either within the street or upon the lot except upon such day that garbage pickup is scheduled.

7. WELLS AND AEROBIC SYSTEMS:

- a. Wells and aerobic systems must conform with minimum State Water Resources Board and/or State Health Department and/or Department of Environmental Quality and/or other governmental regulatory agencies as applicable and shall be constructed in accordance with the requirements of said governmental agency.
- b. Installation of well and aerobic systems shall be such as to not hinder installation of well and/or aerobic systems on adjacent lot(s) and/or development of adjacent lot(s).
- c. No outside toilets will be permitted except temporary toilets utilized for construction purposes.
- d. No tire chips and/or shredded tires may be used for installation of aerobic systems.
- e. Septic System shall not be permitted on any lot.

8. EASEMENTS/WATER DRAINAGE:

- a. All lots within the subdivision are subject to the utility easements (which the Declarant and/or utility providers may utilize) and restrictions contained in the Plat. Declarant also hereby reserves and declares unto itself and unto utility service providers a utility easement for the installation, maintenance, repair and/or removal of utilities for service to and benefit of one or more lots within the subdivision (including, but not limited to, gas, electricity, water, sanitary sewer, telephone, cable television, and drainage) under, over, and across those portions of every such lot located within 15 feet from each lot line abutting any street and located within 10 feet from each lot line other than those abutting streets. The easements created hereby shall not be subject to the doctrine of merger and shall run with the land. Every deed of a lot shall be deemed to be subject to the easements reserved hereby and shall be deemed to grant and ratify such easements to Declarant and the utility service providers. Declarant shall have no liability in connection with the exercise of its rights hereunder for any damage which may occur to improvements located within the easement areas of a lot and shall have no obligation to repair or restore any improvements which may be damaged as a result thereof. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved to it hereunder to one or more utility companies, to a city, county, or to any other person or entity. Lot owners should review easements prior to commencing any construction.
- b. The flow of water is not to be altered. Each lot shall be hereby subject to an easement for water drainage for the flow of water naturally flowing from other lots.
- c. Water drainage controls (ditches, contours, rocks, etc.) in existence on any lot will be maintained by lot owner and will not be modified except to improve erosion control.
- d. OKIE is to be called (1-800-522-6543) at least 48 hours (excluding weekends and holidays) prior to any type of construction and/or digging at lot.

9. FENCES:

- a. Back yard and side yard fences (defined as the area behind the front of the primary residence) may not exceed a height of six (6) feet above ground. The back yard and side yard fences must be a picket style of fence constructed of cedar, oak, pressure treated pine, vinyl, wood composite, or aluminum.
- b. Front yard fences (defined as the area in front of the primary residence) may not exceed a height of thirty (30) inches above ground. They must be constructed of

- masonry, brick, or other like materials (no chain linked fences). Ornamental steel or aluminum spindles may be used as an accent, but not as the main body of the fence.
- c. All fences must be maintained in good working order and not be allowed to fall into disrepair.
 - d. Barbed-wire, hog-wire, or farm-type wire fencing is not permitted except for pre-existing barbed-wire fencing located at the eastern boundary of the subdivision (eastern boundary of Lots 1 – 11 of Block 1, inclusive, of American Country Estates Phase 1).
 - e. Chain link fencing may only be installed inside of an otherwise approved back yard or side yard fence described above. It must be fully enclosed and maintained within such approved fence and its maximum height is limited to 12" below the height of the approved fencing in which it is enclosed.

10. SIGNS:

- a. Declarant is permitted to place a subdivision marketing/sales billboard (not to exceed a total square footage of 200 ft.) at Lot 1 of Block 2, or at Lot 1 of Block 1, of American Country Estates Phase 1. No other marketing/sales billboard shall be permitted except as noted in (d) below.
- b. The Declarant is also allowed to install monument signs marking the entrance to American Country Estates from County Line Road onto Carefree Lane, with such signage to be located on or near the north-east boundary of Lot 1 Block 2, and/or the north-west boundary of Lot 1 Block 1. Each owner by its acceptance of a deed to a lot is deemed to recognize that Declarant shall have the right, but not the obligation, to install the monument signage permitted hereinabove. In the event Declarant elects to install such monument sign(s), then from and after the date that Declarant completes its installation, the maintenance and repair of the monument sign(s) shall become the responsibility of the lot owners in accordance with the following provisions. Each lot in American Country Estates Phase 1 shall bear an equal portion of the maintenance costs for the monument sign(s). Therefore, with the described property subdivided into 22 lots, the ownership of each lot represents 1/22 of the maintenance cost to be shared. However, in the event any future phase of American Country Estates is developed which also abuts Carefree Lane and is thereby benefitted by the monument signage located near the origin of Carefree Lane, the Declarant reserves the right, in its sole discretion and without the necessity of further amendment to this Declaration, to adjust the formula set forth hereinabove accordingly upon delivery of written notice thereof to the then affected lot owners. For purposes of effectuating maintenance and repairs to the monument sign(s) by the owners, any owner may call a meeting of the owners for purposes of electing a "Monument Sign Commission Agent". The process and requirements for calling the meeting, electing the Monument Sign Commission Agent, obtaining bids for repairs, approving bids, funding the bids, and paying the contractor, shall be identical to the process set forth in paragraph 11 herein below pertaining to appointing a Road Commission Agent and making roadway repairs.
- c. This Declaration shall hereby create an easement for such signs described in paragraph (a) and (b) above, as, when, and where installed; such signs shall not be disturbed by any future owner(s) of the lots upon which such signs are located.

- d. Each lot owner is allowed to place two (2) signs on its property advertising sale or rental of said property. Size of signs may not exceed two foot by two foot (2' x 2') and may be placed in front yard or in window. Said signs shall be professional in appearance.

11. ROADWAY

- a. Each owner hereby expressly acknowledges that as of the date of this instrument the road known as Carefree Lane and depicted in the Final Plat of American Country Estates Phase 1 has not been, and may or may not at a later date be, accepted by Pottawatomie County for ownership and maintenance. Such Final Plat is recorded as Instrument No. 201400002412 and is available for inspection in the Office of the County Clerk of Pottawatomie County by any owner, lender or the public and consists of a map of the lots and roadway on page 1 and a disclaimer of roadway ownership by the Office of County Commissioners for Pottawatomie County on page 2.
- b. Until such time as the County Commissioners for Pottawatomie County accept the dedication and ownership of the roadway which the owners acknowledge may or may not occur, the maintenance and repair of the road shall be the responsibility of the lot owners in accordance with the following provisions and the owners and their guests, licensees, and invitees shall have the right to joint use of the roadway with each other for its intended purposes. Each owner by closing on the purchase of any lot shall be conclusively deemed to accept the roadway in its current "AS-IS" condition and shall be bound by the maintenance obligations contained herein. The Declarant makes no representation or warranty, express nor implied, with respect to the road or to its structural integrity, suitability, quality, or compliance with Pottawatomie County engineering standards and each prospective owner should satisfy itself as to the condition of the roadway and familiarize itself with the maintenance requirements set forth herein before consummating its purchase.
- c. Each lot which abuts the roadway shall bear an equal portion of the maintenance costs for the said roadway. Therefore, with the described property subdivided into 22 lots, the ownership of each lot represents 1/22 of the maintenance cost to be shared. However, in the event any future phase of American Country Estates is developed, should the roadway be extended to abut additional lots contained in such phase(s), the formula set forth herein shall be adjusted accordingly without the necessity of further amendment to this Declaration. There shall also be no further subdividing of lots within this plat.
- d. Any owner may call a meeting of the owners for purposes of electing a "Road Commission Agent". To call a meeting, a written notice shall be mailed or delivered to each owner at its mailing address as listed in the online records of the Pottawatomie County Assessor. The notice shall set forth the date, time, and location of the meeting and the purpose of the meeting which is to appoint the Road Commission Agent. The Road Commission Agent shall be elected by a plurality of the owners present at the meeting. The Road Commission Agent will serve a term of five (5) years and shall be subject to removal by a majority vote of the owners or its own express resignation or deemed resignation upon ceasing to be an owner within this plat. The Road Commission Agent may be re-elected and there shall be no limit

on how many terms served. The Road Commission Agent shall have no liability, other than its financial obligation as a lot owner to fund roadway maintenance together with the other owners, for the condition or any state of disrepair of the roadway.

- e. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition and to insure the provision of safe access, ingress, egress and passage by the owners and by emergency vehicles. Any owner with a concern as to the condition of the roadway may contact the Road Commission Agent. The Road Commission Agent may then, in its reasonable discretion, obtain a bid for repairing the roadway and call a meeting of the owners for review of the bid by utilizing the same method for giving notices as outlined above. A majority vote of all of the owners of the subdivision is required to approve any proposed road maintenance or improvements. In the event a majority vote is obtained, each owner (including those who did not vote or voted against the measure) shall pre-pay its share of the bid to the Road Commission Agent and shall additionally be responsible for any deficiency in the event the cost of the job exceeds the bid. The Road Commission Agent shall then remit the funds to the contractor whom shall then complete the work. If any owner fails to remit its share, any owner may bring suit to compel such owner to remit payment, or any owner(s) may make payment on behalf of the defaulting owner and have a cause of action against the defaulting owner for reimbursement, court costs, and attorney's fees. If any owner performs improvements, maintenance, repairs, or replacements to the roadway without prior approval of a majority of the owners, the owner performing such work shall be solely responsible for the costs incurred.
- f. The roadway obligations of each owner shall continue unless and until such time as the County Commissioners for Pottawatomie County accept dedication and ownership of the road. In the event of such acceptance, the obligations set forth in this paragraph 11 shall automatically terminate without necessity of further act or deed; however, the remainder of this instrument shall remain in full force and effect.

12. PLAT

- a. Each owner hereby acknowledges that its lot is subject in all respects, in addition to this instrument and any other matters filed of public record, to the Final Plat of American Country Estates Phase 1.
- b. Each owner hereby expressly acknowledges and agrees that any future phases or future lots outside of Phase 1 which may be depicted or referenced on the Phase 1 plat, in any marketing materials, and/or on any website of Declarant, are purely speculative in nature and may or may not be developed. Declarant makes no representation, warranty, or guarantee that any such future phases or future lots will be developed.
- c. Due to the uncertainty as to the development of any future phases, Carefree Lane currently runs from County Line Road and ends in a cul-de-sac which abuts both Lot 11 in Block 1 and Lot 11 in Block 2. Each owner by purchasing a lot shall be deemed to acknowledge and accept the presence of this cul-de-sac notwithstanding any contrary depiction contained in the plat. However, the Declarant expressly reserves the right, and each owner hereby acknowledges and agrees with the Declarant, that in

the event the Declarant develops a future phase to the south of American Country Estates Phase 1, the cul-de-sac may be removed by Declarant and the roadway extended into such phase(s).

13. AMENDMENTS:

- a. The owner(s) of fifty-one percent (51%) or more of the lots, by written document signed, acknowledged and filed for record, may at any time and from time to time amend this instrument. All amendments shall become effective when recorded in the appropriate records of the County Clerk's Office of Pottawatomie County, Oklahoma.
- b. In addition to Declarant's right to amend this instrument as an owner of unsold lots pursuant to the preceding provision, Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party or owner, to amend this instrument by written document signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

The foregoing covenants and restrictions are to run concurrent with the lots in American Country Estates Phase 1 and shall be binding on all persons and parties claiming under them until January 1, 2034, at which time said covenants shall be automatically extended for periods of three (3) years, unless by a majority vote of then lot owners, it is agreed to change or abrogate said covenants in part or in whole (one vote per lot). Notwithstanding the preceding, the roadway access and maintenance obligations contained herein shall continue in perpetuity unless and until the roadway is accepted by the County Commissioners of Pottawatomie County.

Each owner shall be responsible for any breach of this instrument which is a result of its own acts or omissions or the acts or omissions of an occupant of its lot. Should the owner of any lot in American Country Estates Phase 1 violate any of the restrictions and covenants contained herein, with or without notice, then in such event any owner of any lot within American Country Estates Phase 1 may institute legal proceedings to enjoin, abate, and/or correct such violations of such restrictions or covenants and the owner of the lot(s) permitting the violation(s) of such restrictions and/or covenants shall pay all reasonable attorney fees, court costs, and other expenses necessarily incurred by the person(s) instituting such legal proceedings to maintain and enforce aforementioned restrictions and covenants; and the offender shall pay any and all legal costs to Declarant, should the Declarant be involved in any legal actions; and attorney fees, court costs, and other expenses allowed and assessed by the court for aforementioned violation(s) shall become a lien upon the violating lot 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 and covenants in the same manner as liens upon real estate, the procedure as to which is fixed in law. Any costs or additional costs can be collected through foreclosure and/or deficiency judgment, if necessary. The Declarant is not responsible for policing and/or enforcing restrictions and covenants but entitled to same rights as other lot owners to bring action against offending owners. Invalidation of any of the restrictions and covenants of this Declaration in part or in whole by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

