

**Deed of Dedication  
And  
Restrictive Covenants**

Armory LLC, an Oklahoma Limited Liability Company, hereinafter referred to as the "Developer", is the owner of the following described land in the county of Wagoner, State of Oklahoma, to wit:

A tract of land that is part of the Southeast Quarter (SE/4) of Section 15, Township 18 North, Range 15 East of the I. B. & M., Wagoner County, Oklahoma, more particularly described as follows:

Beginning at the Southeast corner of said Section 15; thence S 88°47'19" W along the south line of said Section 15 a distance of 730.63 feet; thence N 1°12'41" W a distance of 50.00 feet; thence N 43°47'19" E a distance of 49.50 feet; thence N 1°12'41" W a distance of 58.00 feet; thence along a curve to the left with a radius of 25.00 feet, a distance of 39.27 feet, a chord bearing N 46°12'41" W, and a chord distance of 35.36 feet; thence S 88°47'19" W a distance of 60.27 feet; thence N 1°13'22" W a distance of 170.00 feet; thence N 88°47'19" E a distance of 40.00 feet; thence N 1°13'22" W a distance of 215.13 feet; thence N 53°10'41" E a distance of 37.41 feet; thence N 36°49'19" W a distance of 170.00 feet; thence N 53°10'41" E a distance of 145.00 feet; thence N 78°12'09" E a distance of 27.59 feet; thence N 53°10'41" E a distance of 120.00 feet; thence S 85°12'26" E a distance of 227.39 feet; thence N 88°43'28" E a distance of 339.89 feet to a point on the east line of said Section 15; thence S 1°16'32" E along said east line a distance of 849.09 feet to the point of beginning.

And has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "Spring Creek", a subdivision in Wagoner County, Oklahoma.

**Section I. Streets, Easements and Utilities**

**A. Public Streets and General Utility Easements**

The Developer does hereby dedicate for the public use the streets, as designated on the accompanying plat, and does further dedicate for the utility easements as designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of ways for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown; provided, however, that the developer hereby reserves the right to construct, maintain, operate, lay and relay water

lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, furnishing water and/or sewer services to the area included in said plat.

### **B. Underground Service**

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground, in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all such easement ways shown on said plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground service facilities located on his property and shall prevent the alteration of grade or any construction activity which would interfere with said electric, telephone, cable television, or gas facilities. Each supplier of services shall be responsible for ordinary maintenance of underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants shall be enforceable by each supplier of electric, telephone, cable television or gas service, and the owner of the lot agrees to be bound hereby.

### **C. Water and Sewer Service**

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or any construction activity which may interfere with public water mains shall be prohibited.

3. Wagoner County Rural Water, Sewer, Solid Sewer, and Natural Gas District No. 4 or its successors will be responsible for ordinary maintenance of public water mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. Wagoner County or its successors will be responsible for ordinary maintenance of public sewer mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

5. Wagoner County Rural Water, Sewer, Solid Sewer, and Natural Gas District No. 4 or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of their respective underground water or sewer facilities.

6. The foregoing covenants set forth in this paragraph shall be enforceable by the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 or its successors, and the Owner of each lot agrees to be bound hereby.

#### **D. Gas Service**

1. The supplier of Gas Service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of Gas Service.

2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.

3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

#### **E. Paving and Landscaping within Easements**

1. The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities with

the easements depicted on the accompanying plat, provided however, Wagoner County, or the supplier of the utility service shall use reasonable care in the performance of such activities.

#### **F. Limits of No Access**

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to 91<sup>st</sup> Street and to 257<sup>th</sup> East Avenue within the bounds designated as "Limits of No Access" (L.N.A.) as shown on the attached plat, which "Limits of No Access" may be modified, amended, or released by the concurring approval of Wagoner County, or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning Limits of No Access shall be enforceable by Wagoner County, and the owner of each lot agrees to be bound hereby.

### **Section II. Development Restrictions**

**A.** *THESE COVENANTS* are to run with the land and shall be binding on parties and all persons claiming under them until December 31, 2021 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the lots, then it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either to prevent him or them from doing so, to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions and they shall remain in full force and effect.

1. Each lot may be used for only one single family dwelling.
2. No building shall be located nearer than 25 feet from the front lot line, nor nearer than 5 feet of any side lot line.
3. No noxious trade or activity shall be carried on, upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood. No commercial business of any kind or nature shall be conducted on the described property. No part of the property described shall be used for the maintenance, care or housing of swine, poultry, cattle or horses.
4. Each tract shall be permitted to construct a small outbuilding (or to move a small, new pre-fabricated outbuilding onto the lot), not to exceed 8 feet in height and must be maintained and kept clean and in an orderly condition.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary nature or charter be used as a residence.

6. No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1,300 square feet in area. All dwellings shall have at least fifteen (15%) of the exterior walls thereof comprised of brick, stone or masonry siding; provided however, that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In particular cases, the Declarant reserves the right to permit Dryvit brand or similar exterior construction material in lieu of brick or stone. Dwellings of a lesser square footage will be considered on a case-by-case basis by the Architectural Control Committee.
7. Roofing. The roof of the dwelling erected on any lot shall be weathered wood tone in color. A minimum of 6/12 pitch for roof systems shall be used. A lesser pitch may be used for porches, bay windows and the like. Other roof systems may be used if approved by the Architectural Control Committee.
8. Fencing. Fencing shall be approved by the Architectural Control Committee and be erected to obstruct the view of storage of motor homes, out buildings, etc. Fencing shall not impair the appropriate flow and/or drainage of stormwater.
9. No structure previously used shall be moved onto any lot in this subdivision.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, or for the storage of motor vehicles not in use by the occupant of the lot, or for repair of motor vehicles of any kind.
11. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked, or stored within a side, front or rear yard that is not fenced in with a privacy fence. Parking on streets is not authorized on a routine basis.

## **B. Definitions**

- 1. Architectural Control Committee.** Architectural Control Committee shall mean the Architectural Control Committee appointed as provided in Section II C. of this declaration.
- 2. Association.** Association shall mean Spring Creek property owners association, an Oklahoma non-profit corporation.
- 3. Board.** Board shall mean the board of directors of the association.
- 4. Change in the Existing State of Property.** Change in the existing state of property shall mean and include, without limitation: (a) any change or alteration of the construction, installation, alteration or expansion of any temporary or permanent building, structure or other improvement, including but not limited to utility facilities, fencing or recreational equipment; (b) the destruction by voluntary action or the abandonment of any building, structure or other improvement; (c) the excavation, filling or similar disturbance of the surface of the land; (d) the landscaping or planting of trees, shrubs, lawns or plants, including but not limited to vegetable or flower gardens in excess of 200 square feet in area, or the clearing (other than removal of dead trees or shrubs), marring, defacing or damaging of trees or shrubs; (e) any change or alteration, including without limitation any change of color (other than those colors approved from time to time by the applicable standards of the Architectural Control Committee), texture or exterior appearance of any previously approved change in the existing state of property; and (f) any change or alteration of the color (other than those colors approved from time to time by the applicable standards of the Architectural Control Committee) of awnings, shutters or similar exterior items visible from another lot or lots, common areas or the private streets, gates, gatehouse and landscape areas.

**5. Common Areas.** Common areas shall mean all real property in which the association now or hereafter owns an interest for the common use and enjoyment of its members, as described in Section II E. hereof.

**6. Compliance Expenditures.** Compliance expenditures shall mean all costs and expenses, including but not limited to reasonable attorney fees, incurred by the association (or Declarant prior to its transfer of the performance and enforcement of the responsibilities under this declaration to the association) in order to cause compliance by any owner with the provisions hereof or any standards of the Architectural Control Committee in effect.

**7. Declarant.** Declarant shall mean the Developer and its successors and assigns. No party shall be deemed a successor or assign of Declarant unless such party is specifically designated as a successor or assignee of Declarant under this declaration by a written designation of successor assignee executed by Declarant. The Association hereinafter provided for may become a successor or assignee of Declarant.

**8. Declaration.** Declaration shall mean this declaration of covenants, conditions and restrictions of Spring Creek.

**9. Lot.** Lot shall mean any parcel of the property shown on the plat and identified therein as a lot or site. Excluding that portion, if any, of such lot which is shown on the plat as being a portion of the common areas, (open spaces) or street as shown on the plat.

**10. Member.** A member shall mean any person or entity holding membership in the association.

**11. Owner.** Owner shall mean the party or parties who own fee simple title to a lot or own that estate or interest with respect to a lot, which is most nearly equivalent to fee simple title.

**12. Plat.** Plat shall mean the plat of Spring Creek, Wagoner County, Oklahoma, recorded in the office of the Wagoner County clerk, as it may be modified or supplemented from time to time.

### ***C. Architectural Control Committee - Plan Review***

1. No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans (floor plans and elevations) and specifications, drainage and grading plans, landscape plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building have been approved in writing by a majority of an Architectural Control Committee or their duly authorized representatives or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Control Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within thirty (30) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Control Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability

of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Control Committee shall not be liable for any approved, disapproved or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Control Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision, which they would otherwise be entitled to maintain.

3. The powers and duties of the committee or its designated representative(s) shall cease on the December 31, 2021, or when 95% of the entire project's lots have been closed, whichever occurs first, thereafter, the powers and duties of the committee shall be exercised by the property owners association hereafter provided for.

**4. Approval of Changes Required.** The approval of the Architectural Control Committee shall be required for any change in the existing state of property by or on behalf of any party other than Declarant. Except for the Declarant, no work shall be commenced to accomplish a proposed change in the existing state of property until the Architectural Control Committee approves the change. No proposed change in the existing state of property shall be deemed to have been approved by the Architectural Control Committee unless such approval is in writing, provided that approval shall be deemed given if the Architectural Control Committee fails to approve or disapprove the proposed change or to make additional requirements or request additional information within thirty (30) days after a full and complete description of the proposed change in the existing state of property has been furnished, together with a specific request for such approval. In the event any owner is dissatisfied with any decision of the Architectural Control Committee with regard to such owner's lot, such owner shall have the right to appear before the Architectural Control Committee to seek such variance or relief as is deemed appropriate. However, the final decision of the Architectural Control Committee shall be conclusive on all matters within the scope of its authority under this declaration.

**5. Forms of Plans and Specifications.** Any proposed change in the existing state of property shall be in such form and shall contain such information as may be required by the Architectural Control Committee's standards.

**6. Fee for Architectural Review.** Each homeowner may be required to pay a fee to the association as a condition to approval of any change in the existing state of property to cover costs and expenses in reviewing and commenting on proposals for changes to the existing state of property by the Architectural Control Committee. The amount of the fee, if any, shall be established by the association and shall be set forth in the standards of the Architectural Control Committee in effect from time to time. Such fee shall not be in excess of \$250 with respect to any one proposed change in the existing state of property in connection with the original construction of a residential structure and shall not exceed \$50 for modification of a residential structure or any other type of proposed change in the existing state of property, provided said amounts may be

increased by a percentage no greater than the percentage increase in the consumer price index for all urban consumers established by the Bureau of Labor Statistics of the United States Department of Labor. Any such increases shall be established by the association to reflect the increase in the consumer price index between January 2006 and January of the year in which the increase is to be effective.

**7. General Criteria for Architectural Control Committee:** The Architectural Control Committee shall have complete discretion to approve or disapprove any change in the existing state of property. The Architectural Control Committee shall exercise such discretion with the following objectives in mind, among others, (a) to carry out the general purposes expressed in this declaration, (b) to prevent violation of any specific provision of this declaration or any supplementary declaration, (c) to prevent any change which would be unsafe or hazardous to any persons or properties; (d) to minimize obstruction or diminution of the view of others, (e) to preserve visual continuity, (f) to assure that any change will be of good and attractive design and in harmony with development on other portions of the property, (g) to assure that materials and workmanship for all improvements are of high quality, comparable to other improvements in the area, (h) to assure the safety of persons utilizing the common areas, and (i) to assure the first-class quality of the visual impact of any change. The Architectural Control Committee shall establish and modify from time to time standards and guidelines for such changes in the existing state of property, as it may deem appropriate.

**8. Completion of Work after Approval.** After approval of the Architectural Control Committee of any proposed change in the existing state of property, the proposed change shall be accomplished as promptly and diligently as possible, in complete conformity with the description of the proposed change, and with final plans and specifications provided to the Architectural Control Committee. Failure to accomplish the change within one year after the date of approval or to complete the proposed change strictly in compliance with the description thereof and the plans and specification therefore shall operate automatically to revoke the approval of the proposed change, and, upon demand by the Architectural Control Committee, the property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Architectural Control Committee shall have the right and authority to record a notice to show that any particular change in the existing state of property has not been approved or that any approval given has been revoked.

#### **D. Architectural Control Committee Membership.**

1. The architectural control committee shall consist of three (3) members, which members shall initially be appointed by Declarant upon relinquishment of such rights by Declarant as hereafter provided by the board. Declarant may relinquish its rights or any portion thereof under this section to the board by advising the board in writing of its intent to do so, and in such event, the association shall have the authority of Declarant under this section. Declarant shall relinquish such rights at or prior to, such time as



Declarant shall cease to own any lots. The association shall promptly furnish the names and addresses of the current members of the Architectural Control Committee to any interested person.

**2. Action by Architectural Control Committee.** The vote or written consent of any two (2) members of the Architectural Control Committee shall constitute action by the Architectural Control Committee.

**3. Power to Employ Consultants.** The Architectural Control Committee shall be empowered to employ consultants and agents, as it may deem necessary to assist it in the performance of its duties.

**4. Association Payment of Compensation and Costs.** The association is authorized to pay any reasonable compensation to members of the Architectural Control Committee for actual services rendered and to reimburse the members of said committee for actual and reasonable expenses incurred, and shall be entitled to utilize for such purposes the fee payable for review of proposed changes in the existing state of property together with other funds of the association, if necessary.

## **E. Association**

**1. Formation of Association.** The association has been incorporated as a non-profit corporation for a perpetual term under the laws of the state of Oklahoma.

**2. Purpose of Association.** The association will be formed to further the common interests of the members and to perform the functions hereinafter required or permitted to be performed by the association.

**3. Noncompliance by Owners.** In the event of the failure by an owner to comply with any provision of this declaration and any standards in effect from time to time as adopted by the Architectural Control Committee, the association, after written notice, mailed or delivered to the owner at his or her last known address, shall be authorized and have the power to take such action as the association deems necessary or desirable to cause compliance with the provisions of this declaration or such standards with respect to such lot owner. All compliance expenditures shall be payable by such owner on demand by the association.

**4. Rules and Regulations:** The association shall be authorized and have the power to adopt and enforce rules and regulations to regulate use of the property. Each owner shall be obligated to comply with and to see that such owner's tenants, guests, and invitees comply with any such rules and regulations. Additionally, the board may from time to time provide for enforcement of any such rules and regulations and provisions of this declaration by imposing reasonable and uniformly applied fines.

**5. Initial Performance by Declarant.** The initial performance of the functions of the association and the board as specified in this declaration and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the association herein for the purposes herein stated may be conducted by Declarant in lieu of the association and/or the board. Declarant shall transfer all of the foregoing rights and responsibilities to the association or any successor(s) thereto at any time on or before

thirty (30) days following the sale of the last lot owned by Declarant but may transfer such rights and responsibilities at such earlier date as it may so desire.

**6. Master Property Owners Association.** Property owners association will be the master association combined of Spring Creek and future sections of Spring Creek development yet to be named.

### **Section III. Operations of the Association, Assessments**

**A. Membership in the Association.** The owner of a lot shall automatically be the holder of a membership in the association appurtenant to that lot, and the association membership for that lot shall automatically pass with fee simple title to that lot. In the event any owner shall have entered into a contract to sell his or her interest in a lot and if the contract vendee is in possession of the lot, he or she shall be considered to be the member rather than the owner. There shall be one (1) vote for each lot. When more than one person holds an interest in any lot, all of such persons shall be members, but, except as provided below, in no event shall more than one (1) vote be cast with respect to any lot. The vote for such lot shall be exercised as the owners thereof may determine among themselves, provided that if they are unable to so determine, none of such members shall be entitled to vote. Notwithstanding the foregoing, Declarant shall be entitled to three (3) votes for each single lot of which it is the owner.

**B. Board of Directors.** The affairs of the association shall be managed by the board, which may, however, by resolution, delegate any portion of its authority to an executive committee or an officer, executive manager or director of the association. The members of the board shall be elected by the members; provided, however, Declarant shall have the right to appoint the members of the board until it either (a) no longer owns a lot, or (b) relinquishes its right to appoint board members, whichever first occurs.

**C. Certificate of Incorporation and Bylaws.** The purposes and powers of the association and the rights and obligations with respect to members shall be amplified by provisions of the articles of incorporation and bylaws of the association. Such articles and bylaws include provisions with respect to corporate matters, including provisions such as notices, record dates and quorums for meetings of directors and members. But no such provisions may be inconsistent with any provisions of this declaration.

**D. Assessments.** All of the lots shall be subject to an annual assessment charge as set forth in section III. E. (a) hereof, which is due and payable by the respective owners thereof to the association annually in advance on the first day of June in each year. The board may permit the annual assessment charge to be paid either annually, semi-annually or monthly and shall have the further right to require payment of the same in advance. Annual assessments shall commence upon sale of a lot from the homebuilder to the homeowner. ,

#### **E. Annual Assessments**

(a) The annual assessment (in addition to sums assessed pursuant to other sections hereof) for the year beginning June 2006, shall be one hundred twenty dollars (\$120.00) per lot, dues will be collected in June of each year. The board may increase the annual assessment for any subsequent year (in June of that year) but such increase shall not be in

excess of ten percent (10%) compounded above the maximum permitted annual assessment for the previous year, except as provided in (b) below.

(b) The annual assessment for any year commencing after June 30, 2006 may be increased to an amount greater than that permitted by subsection (a) of this section only by an affirmative vote of the majority of the members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) Sub-associations may require additional assessment fees to care for gated and private streets along with associated landscaping.

**F. Use of Assessment Funds.** Assessment funds shall be used for purposes as the association shall determine necessary and advisable, which may include but shall not be limited to the following: for improving and maintaining the common areas and other property of the association, including guardhouses, if any; for planting trees and shrubbery and the care thereof; for payment of expenses incidental to the proper operation and maintenance of facilities located within the common areas; for operation and maintenance of detention ponds (including dredging of silt) and care of surrounding landscape areas; for maintenance of irrigation systems; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street repairs and street lights; for constructing, purchasing, maintaining or operating any community service; for purchase of insurance; for legal costs and expenses; for supplies and fertilizers; for snow removal; or for doing any other thing necessary or advisable, that in the opinion of the association, is for the general welfare of the owners; for expenses incidental to the enforcement of these restrictions for the payment of operating expenses of the association; or for any other purpose within the purposes for which the association is incorporated.

**G. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of a majority of the members who are voting in person or by proxy at a meeting duly called for such purpose.

**H. Lien for Assessments, Fines and Compliance Expenditures.** The association shall have a lien against each lot to secure payment of any assessment, fine, compliance expenditure or other amount due and owing the association by the owner of that lot, plus interest from the date such amount was due and payable at a rate equal to four percent (4%) per annum over the prime interest rate adjusted on each day on which there occurs a change in said prime interest rate (provided that the interest rate shall never exceed the maximum allowed by law), in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorney fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the state of Oklahoma. The lien provided herein shall be junior to the lien of any first mortgage on any lot taken in good faith and for value and perfected by recording in the office of the register of deeds of Wagoner County, Oklahoma, prior to the time and recording in said office of a notice of lien, but shall be prior to any and all other liens. The notice of lien shall set forth the amount of any assessment, fine, compliance expenditure or other amount due and owing to the

association, specifying the date such amount was due and payable and from which interest accrues, specifying all costs and expenses, including reasonable attorney fees, of collecting the unpaid amount to the date of recording such notice of lien, describing the lot affected by the lien and specifying the name or names last known to the association of the owner or owners of the lot. Each owner acknowledges and agrees, by acceptance of such owner's deed or other interest in any lot subject to this declaration, that the lien of the association for assessments due hereunder, and for all other sums which may become due the association hereunder from an owner, shall be superior to any homestead exemption as is now or may hereafter be provided by Oklahoma or federal law. The acceptance of a deed or other interest to a lot subject to this declaration shall constitute an express waiver of the homestead exemption as against all sums, which may become due the association from the owner of such lot.

**I. Successors' Liability for Assessments.** The association's lien for delinquent assessments, damages, costs, expenses, compliance expenditures, attorney fees and all other charges allowed hereunder against a lot shall pass to an owner's successors in title, regardless of whether said obligation was expressly assumed by them, except with respect to the sale or transfer of any lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof.

**J. No Offsets.** All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including without limitation any claim of non-use of the common areas or any claim that Declarant, the association, the board of the Architectural Control Committee is not or has not properly exercised its duties and powers under this declaration.

#### **Section IV. Private Development Restrictions on Use of the Property**

**A. Limitation on Improvements.** No lot shall be improved except with a residential structure designed to accommodate no more than a single-family, its servants and occasional guests, plus other improvements and structures as are necessary or customarily incident to a single-family residence, all as approved by the Architectural Control Committee. No permanent outdoor recreational improvements, facilities or equipment shall be permitted, except with the specific written consent of the Architectural Control Committee, which consent shall not be granted unless the Architectural Control Committee determines that such improvements, facilities or equipment shall not be unduly apparent from other lots or constitute an infringement of the use and occupancy of other lots. No above ground pools shall be permitted.

**B. Rights of Wagoner County.** Common areas and landscape easement areas, as shown on the plat, have been designated as the common areas and are to be conveyed to the association at a later date. Following such conveyance, the association shall be responsible for the maintenance and upkeep of the common areas. In the event that Declarant or the association, their successors or assigns, shall fail at any time to maintain the common areas, then Wagoner County may proceed with public nuisance abatement procedures in accordance with the appropriate Oklahoma statutes.

**C. Restrictions Not Exclusive.** The restrictions contained in this declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws or the laws, rules or regulations of any governmental authority or by specific restrictions imposed by any deed or

lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or this declaration shall be taken to govern and control.

**D. Trees.** With the exception of trees within the perimeter of proposed improvements on any lot or common areas (which improvements are approved by the Architectural Control Committee pursuant to this declaration) or within ten feet (10') of such improvements no tree having a diameter of three inches (3") or more (measured at a point two feet (2') above ground level) shall be removed from any lot without the express written authorization of the Architectural Control Committee. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the property, except as to the trees within the perimeter of proposed improvements or within ten feet (10') thereof as mentioned above. The Architectural Control Committee may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this section, the Architectural Control Committee and its agents may come upon any lot during reasonable hours for the purpose of inspection or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Architectural Control Committee nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

**E. Animals.** No birds, reptiles, animals or insects shall be kept or maintained in any lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the property without the express written consent of the association. The association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any lot. Dogs and other animals shall be kept confined at all times to the residence site and must be kept on a leash when outside the residence site and on the common areas. Dogs and other animals shall not be allowed to trespass on nearby new development property whether on leash or not, no dog runs or similar facilities will be allowed. All animals referred to in this paragraph shall be kept inside the homes at night and owners shall control emitted noises (e.g., barking, howling, etc.) at all times to provide quiet enjoyment for all owners.

**F. Signs.** Declarant, and Builders approved by the Declarant, may erect such signs as it deems appropriate without any approval, but otherwise, no sign or other advertising device of any nature shall be placed upon any lot or common area, except real estate 'for sale' signs approved by the Architectural Control Committee as to aesthetics. The association may remove nonconforming signs upon three (3) days notice to the owner, such removal to be at the cost of said owner.

**G. Mobile Homes and Prefabricated Buildings.** No building, trailer, mobile homes, prefabricated house (other than elements of houses which are prefabricated and approved by the Architectural Control Committee), garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any lot. A temporary sales office promoting the sale of homes within Spring Creek may be allowed.

**H. No Storage.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any lot or on the common areas, except that building materials may be stored on a lot during the course of construction of any approved structure.

**I. Pipes.** No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground, other than sump pump pipes and water well pipes, which should not exceed a height of eighteen inches (18") above the ground, except gas meters.

**J. Sight Lines.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet (2' - 6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street lines (or in the case of a rounded property corner, from the intersection of the street lines extended past the corner), unless written approval of the Architectural Control Committee is obtained. The same sight line restrictions shall apply to any lot within ten feet (10') from the intersection of a street property

line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained to a sufficient height to avoid obstruction of such sight lines.

**K. Motor Vehicles.** No motor vehicles of any type, other than construction or maintenance vehicles authorized by the association, shall, be operated on any of the common areas.

**L. Garages.** Each dwelling unit shall have an enclosed garage for at least two automobiles and garage door(s) which face on a street shall be kept closed at all times except for purposes of entry, exit or maintenance.

**M. Noxious, Dangerous and Offensive Activities Prohibited.** No noxious, dangerous, offensive activity or loud music shall be carried on or permitted, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

**N. Model Homes and Real Estate Offices.** All else herein notwithstanding, any lot owned by Declarant or persons so authorized by Declarant may be used for a model home or real estate office until residences have been constructed on all lots.

**O. Occupancy of Residential Structures.** No residential structures on any lot shall be used or occupied by more than a single family, its servants and occasional guests.

**P. Laundry and Machinery.** No clothing or any other household fabric shall be hung in the open on any lot and no clotheslines or similar devices shall be allowed. No machinery shall be placed or operated upon any lot, except such machinery as is usual in the maintenance of a private residence, yard or garden.

**Q. Noise.** No exterior horns, whistles, bells or other sound devices, which may annoy neighboring owners, except doorbells and security devices, shall be placed or used on any lot, common area or improvement thereon.

**R. No Business or Commercial Activity.** No lot shall be used at any time for business, commercial or professional activity, including home occupations, except that (a) Declarant and those designated by Declarant may use any portion of the property owned by Declarant or those designated by Declarant in connection with real estate sales efforts and (b) those uses approved by Declarant.

**S. Damage or Destruction of Improvements.** In the event of complete or partial damage or destruction of any improvements on a lot for any reason whatsoever, the owner of such lot shall promptly proceed to repair and replace such improvements, subject to approval of the Architectural Control Committee, as though such repair or replacement involved construction of an original structure, or the lot owner shall promptly proceed to raze the improvement and landscape the lot formerly occupied by such improvement in a manner approved in writing by the Architectural Control Committee.

**T. Restrictions Not Exclusive.** The restrictions contained in this declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws or the laws, rules or regulations of any governmental authority or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or this declaration shall be taken to govern and control.

**U. Solar Panels.** No solar panels or similar items may be installed upon any lot, or upon any improvement on any lot, without the prior approval of the Architectural Control Committee.

**V. Basketball Backboards.** Basketball backboards and goals shall be installed consistent with good taste and any standards adopted from time to time by the Architectural Control Committee. Basketball backboards and goals shall not be installed on public right-of-way or easements.

**W. Satellite Dishes.** Satellite Dishes may be installed consistent with good taste and standards adopted from time to time by the Architectural Control Committee. Satellite Dishes shall not be installed on public right-of-way or easements.

**X. Landscape and Drainage Easements.** Declarant hereby reserves the right and easement, in its sole discretion and at its own expense, to construct or install (whether before or after transfer of title to owners) entrance treatments, landscape, drainage swales/improvements, fences

and/or walls, of Declarant's own choice, type and design, at the entry of the development. The association is hereby granted a perpetual, nonexclusive easement to enter upon any landscape easement on which there is situated an entrance treatment, landscape, fence or wall installed or erected by Declarant and to maintain, improve, repair and/or replace the same. In addition, each Lot shall be subject to an easement in favor of Declarant and/or its designees for access to make reasonable grading and repair work, as well as to allow for the free flow of storm water across portions of such Lot; such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of such Lot, and with advance notice to such Owner.

**Y. Interior Fences or Walls.** Perimeter fences situated along the sides and rear lot lines shall comply with the following:

(a) Decorative fences or walls shall be permitted on that portion of any lot in front of the building setback line. Decorative fencing or walls will be approved by the Architectural Control Committee and shall be of the same decor, materials, (i.e., wrought iron) and styling as used in the architecture and construction of the dwelling situated on the lot. Screening fences and baffles may be erected up to six feet (6') in height, but must be an extension of the house structure and not located on the lot line.

(b) Notwithstanding the foregoing or anything contained herein to the contrary, perimeter fencing shall be along and parallel to the common boundary of all lots within a particular subdivision of this area and shall be consistent in design, material, shape and height and approved by the Architectural Control Committee.