

triangle area formed by the street property lines and a line connecting them or points twenty-five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the trunk of such tree is located on a corner lot. No fence shall be constructed or maintained on any Lot within ten (10) feet from the edge of a street or the building lines established on the recorded plat of the addition.

O. Owner hereby forms a Design Committee (sometimes called herein the Design Committee). The Design Committee shall consist of not less than three (3) members to be appointed by the Owner of the Lots in the Subdivision. Thereafter, the members of the Architectural Committee shall be appointed by the Association. The sole initial member of the Design Committee shall be Cross Creek Development Company, L.L.C. Provided, however, Owner may, at any time in its sole discretion, assign and transfer the responsibility for the appointment of the Design Committee to the Association to be formed pursuant to Section 11, hereof. The members of the Design Committee shall be appointed by the Owner in writing consent.

1. The Design Committee shall in its sole discretion: (i) approve all plans for any structure (including without limitation, swimming pools, fences and outbuildings) to be built on any Lot; (ii) approve plans for any exterior renovations, additions or the remodeling of any structure on any Lot; and (iii) be responsible for interpreting the proposed use of any Lot and (iv) be responsible for interpreting the development and construction standards contained herein.

No new building or improvements may be commenced on any Lot in the Subdivision without the written approval of the Design Committee. The architectural plans to be submitted and approved in accordance with the provisions of this section shall be subject to the following: (a) each improvement or exterior remodel to be constructed or situated upon any Lot in the Subdivision:

- (a) an accurate site plan; and
- (b) an accurate floor plan; and
- (c) all exterior elevations; and
- (d) the composition of all roofing and external building materials.

These required approvals shall be obtained from the Design Committee before an application for a building permit is submitted to the City of Coweta. The Design Committee shall not constitute a warranty or representation of any kind, either express or implied, including without limitation, an endorsement of the validity of any structure, building materials, construction methods, structural designs, grading, drainage or compliance with any code.

P. Retaining walls may be constructed of poured in place concrete, brick or stone or other material upon written approval of the Design Committee.

Q. No fences will be allowed without a finished side exposed to the street or to other abutting property. If a finished side is proposed for interior facing, the fence will require double facing. No fence will be built nearer to the front of a street Lot than the building lines established on the recorded plat of the addition.

R. Notwithstanding anything to the contrary in this Dedication, any structure other than the primary dwelling situated on any Lot in the Subdivision, including without limitation, sheds, garages, barns or other out-buildings, must be approved by the Design Committee (in its sole discretion) and be constructed of the same building materials as the primary dwelling permitted on each Lot in the Subdivision shall be utilized as temporary or permanent residence. No such structure shall be placed, built, commenced, erected, or maintained, or altered until the specifications, plot plan, drainage and grading plans and other necessary information shall have been submitted and approved in writing by the Design Committee in accordance with Section 11 (O) hereof.

SECTION III  
OWNER'S ASSOCIATION

The Owner has or will form the Cross Creek Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of: (a) providing for the maintenance and repair of the common areas of the Subdivision and Cross Creek in addition to the City of Coweta, Wagoner County, Oklahoma, a subdivision of part of the E/2 NW/4 of Section 35,

Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma as Plat No. PLC-4-3308 ("Cross Creek II"). (b) maintaining and maintaining the value, desirability and attractiveness of the Subdivision and Cross Creek I; and (d) managing, operating and maintaining the common area and reserve areas in a reasonable manner.

The Association will determine what uses can be made of the common areas and reserve areas which are designated on the Plat, and will determine by whom these areas can be used. PROVIDED, HOWEVER, that the Association may be overruled by the City of Coweta.

A. Membership: Every person who, or entity which is the Owner of a Lot in the Subdivision, shall be a member of the Association. Membership shall be dependent on the Lot and may not be separated from the ownership of a Lot. The acceptance of a deed to a Lot in the subdivision shall constitute acceptance of membership in the Association as of the date of recording of the deed.

B. Covenant for Assessments: The Owner and each subsequent Owner of a Lot in the subdivision, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association an annual assessment for the purposes set forth above. An assessment not paid when due will constitute a lien on the Lot so assessed. The lien of the assessments herein provided for will be subordinate to the lien of any first mortgage. Assessments shall not be levied against a Lot until the third party who occupies said Lot as a residence.

1. Assessments may commence and be levied by the Association against each lot on the first day of the month following conveyance of title to a third party occupant. Neither Owner nor any builder who does not occupy a lot as a principal residence shall be assessed by the Association.

C. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various all other beneficiaries thereof including each Lot owner, the City of Coweta and the supplier of any utility or other service within the subdivision, and shall have the right to enforce these covenants and agreements.

D. Voting Rights of the Association:

The Association shall have two classes of voting membership:

Class A: All Lot owners (less and except the Owner, its written successors and assigns) shall be Class A Members of the Association and shall be entitled to one (1) vote per platted Lot owned.

Class B: The Owner shall be a Class B Member of the Association and shall be entitled to four (4) votes per platted Lot. Class B Membership shall cease and be converted to Class A Membership on the earlier of:

- 1. When the total Class A Membership votes equals the total votes of Class B Membership votes; or
- 2. March 1, 2010.

SECTION IV  
RESERVES AND/OR COMMON AREAS

Any improvement or construction in these areas will be subject to the prior approval by the City Engineer for the City of Coweta.

In the event Reserves or Common Areas are not properly maintained, the City of Coweta or its contractors may enter upon said Reserves or Common Areas, perform such maintenance and bill the Owners Association for same.

SECTION V  
ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. Enforcement and Duration:

The covenants contained herein shall run with the land and shall be binding upon the undersigned owners, their grantees, successors and assigns, and all parties claiming under them, for a period of twenty-five (25) years from the date of recording hereof. If the covenants herein are found to be unenforceable, the covenants shall be automatically extended thereafter for successive periods of ten (10) years unless amended or terminated as hereafter.

provided.

B. Amendment or Termination:

The covenants contained within Section I - Streets, Easements and Utilities, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected Lot or parcel and the majority of the owners of the other Lots in the Subdivision. The Lot in which the amendment or termination is made shall be subject to the discretion, as long as it (or its written assign) owns any Lot in the Subdivision, to amend any of the terms and conditions and restrictions or veto any act of the Association within Section II - Protective Covenants and Restrictions. These covenants may be otherwise amended or terminated at any time by an instrument signed by the owners of at least seventy-five (75%) percent of the lots in the Subdivision. Owner reserves the right to amend, terminate, modify or suspend any of the provisions of the provisions of Section II hereof so long as Owner (or its written assignee) is the owner of any Lot in the Subdivision.

C. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by any court shall not affect the validity of the other restrictions or any part thereof set forth herein, which shall remain in full force and effect.

WITNESS my hand this 14th day of April, 2006.

Cross Creek Development Company L.L.C., an Oklahoma limited liability company.

By: Robert A. Lemons  
Robert A. Lemons, its Manager and  
duly authorized agent

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

This instrument was acknowledged before me on this 14th day of April, 2006, by Robert A. Lemons, as the Manager of Cross Creek Development Company L.L.C.

Sharon K. Dickey  
Notary Public

My Commission Expires: July 25, 2009  
No. 050606713

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox & Associates, Inc., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided and platted the tract of land described above, and that the accompanying Plat designated herein as "CROSS CREEK II", a subdivision in the City of Coweta, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted surveying methods and standards. I have also adopted the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Jack C. Cox  
Jack C. Cox, Registered Professional  
Land Surveyor No. 531  
4-19-06

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

The foregoing Certificate of Survey was acknowledged before me on this 14th day of April, 2006, by Jack C. Cox.

Sharon K. Dickey  
Notary Public

My Commission Expires: July 25, 2009  
No. 050606713

