EAGLE CREEK III DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, EAGLE CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "DEVELOPER"), BEING THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) SECTION 30, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW/4 OF SAID SECTION 30; THENCE S 89°57'05" E, ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 1930.25 FEET TO THE POINT OF BEGINNING; THENCE S 89°57'05" E, A DISTANCE OF 255.00 FEET; THENCE S 00°02'55" W, A DISTANCE OF 170.00 FEET; THENCE N 89°57'05" W, A DISTANCE OF 65.00 FEET; THENCE S 00°02'55" W, A DISTANCE OF 240.00 FEET; THENCE S 89°57'05" E, A DISTANCE OF 29.53 FEET; THENCE S 00°02'55" W, A DISTANCE OF 90.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND CENTRAL ANGLE OF 79°17'17", A DISTANCE OF 69.19 FEET; THENCE S 10°39'48" E, A DISTANCE OF 121.47 FEET; THENCE S 60°29'00" W, A DISTANCE OF 46.93 FEET; THENCE S 29°31'00" E, A DISTANCE OF 170.00 FEET; THENCE S 60°29'00" W, A DISTANCE OF 159.10 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 25°51'12", A DISTANCE OF 11.28 FEET; THENCE S 29°31'00" E, A DISTANCE OF 112.50 FEET; THENCE S 60°29'00" W, A DISTANCE OF 190.00 FEET; THENCE N 29°31'00" W, A DISTANCE OF 210.00 FEET; THENCE N 60°29'00" E, A DISTANCE OF 170.00 FEET; THENCE N 29°31'00" W, A DISTANCE OF 112.32 FEET; THENCE N 60°29'00" E, A DISTANCE OF 120.00 FEET; THENCE N 29°31'00" W, A DISTANCE OF 195.00 FEET; THENCE N 00°02'55" E, A DISTANCE OF 64.10 FEET; THENCE S 89°57'05" E, A DISTANCE OF 14.93 FEET; THENCE N 00°02'55" W, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING, CONTAINING 217,551 SQUARE FEET OR 4.99 ACRES.

HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "EAGLE CREEK III", AN ADDITION TO THE COUNTY OF WAGONER, STATE OF OKLAHOMA.

SECTION I.
STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENT.

THE DEVELOPER DOES FURTHER DEDICATE FOR PUBLIC USE THE STREETS, EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES; TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG THE PUBLIC STREETS, EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT FOR THE PURPOSE OF FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT AND THE ADJACENT PROPERTY (HEREINAFTER DEFINED).

THE OWNER AGREES THAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE (EASEMENT) PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED UPON THE EASEMENTS OR RIGHTS OF WAY AS SHOWN ON THE PLAT. THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR AND PLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATIONS SERVICE MAY NOT BE LOCATED IN THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, AS SHOWN ON ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT WAYS.

2. EXCEPT TO HOUSES DESCRIBED IN PARAGRAPH (A) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON LOTS IN THE ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITE, PERMANENT, EFFECTIVE AND EXCLUSIVE EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

3. THE SUPPLIER OF ELECTRIC AND COMMUNICATIONS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATIONS FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC AND COMMUNICATIONS FACILITIES. THE COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATIONS 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 CONCERNING UNDERGROUND COMMUNICATIONS AND ELECTRIC FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF COMMUNICATIONS AND ELECTRIC SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES.

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 THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER OR SEWER MAINS SHALL BE PROHIBITED.

3. THE WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND GREEN COUNTRY SEWER ASSOCIATION SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.

4. THE COUNTY OF WAGONER OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENTS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER OR SEWER FACILITIES.

5. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER OR SEWER FACILITIES WITHIN THE EASEMENT AREAS SITUATED UPON SUCH OWNER'S LOT; PROVIDED, HOWEVER, THE COUNTY OF WAGONER SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

6. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE COUNTY OF WAGONER, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

D. LIMITS OF NO ACCESS.

THE DEVELOPER RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER, THROUGH OR ACROSS ANY AREA DESIGNATED ON THE ATTACHED PLAT AS L.N.A. (LIMITS OF NO ACCESS). THESE LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE COUNTY OF WAGONER, ITS AGENTS, SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

SECTION II.
RESTRICTIONS

A. USE OF LAND/DEVELOPMENT STANDARDS

1. ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES, AND SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF RESIDENTIAL ZONING DISTRICT R6.

2. THE NUMBER OF DWELLINGS WITHIN THE ADDITION SHALL NOT EXCEED 20.

3. NO LOT SHALL BE LOT-SPLIT OR RESUBDIVIDED INTO ANY LOT OR BUILDING PLOT.

4. NO BUILDINGS, OUTBUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT, UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD:	25 FEET
SIDE YARD:	5 FEET OR AS SHOWN ON THE PLAT
OTHER SIDE YARD:	5 FEET
BACK YARD:	20 FEET

B. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. THERE IS HEREBY ESTABLISHED AN ARCHITECTURAL COMMITTEE CONSISTING OF TWO MEMBERS TO BE APPOINTED BY THE DEVELOPER. INITIALLY THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE JOHN DAVIS, AND ED SCHERMERHORN (THE "ARCHITECTURAL COMMITTEE"). THE DEVELOPER MAY NAME SUBSTITUTE OR REPLACEMENT MEMBERS OF THE ARCHITECTURAL COMMITTEE BY FILING NOTICE THEREOF IN THE LAND RECORDS OF THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. NO BUILDING, FENCE, WALL, DRIVEWAY OR MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY ANY ONE OF THE MEMBERS OF THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE TO THE ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. PLANS PREVIOUSLY APPROVED, FOR ANOTHER LOT, MAY BE CONSTRUCTED WITHOUT FURTHER APPROVALS.

2. THE ARCHITECTURAL 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, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL 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 ANY BUILDING PLANS OR OTHER SUBMITTALS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, ON THE 1ST DAY OF JANUARY, 2005, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION OR ANY COMMITTEE APPOINTED BY SUCH BOARD.

C. FLOOR AREA OF DWELLINGS

1. LIVING AREA. ALL SINGLE STORY DWELLINGS SHALL HAVE AT LEAST 1,350 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF OR TWO-STORY DWELLINGS SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST FLOOR.

2. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST 7 FEET 6 INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE 7 FEET 6 INCHES FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN 5 FEET IN HEIGHT SHALL BE EXCLUDED.

D. ROOF PITCH AND HEIGHT

THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 6/12 OVER 85 PERCENT OF THE TOTAL ROOF AREA, AND NONE OF THE ROOF AREA SHALL HAVE A PITCH OF LESS THAN 3/12. NO DWELLINGS SHALL EXCEED TWO STORIES IN HEIGHT.

E. GARAGE

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE SUITABLE FOR ACCOMMODATING AT LEAST TWO STANDARD SIZE AUTOMOBILES. CARPORTS ARE PROHIBITED.

F. BUILDING MATERIAL REQUIREMENTS

1. EXTERIOR WALLS. THE COVERAGE (CUMMULATIVE) OF EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST 50% BRICK, STONE, OR STUCCO; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE FIRST FLOOR INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS. THE FRONT EXTERIOR WALL SHALL BE 100% BRICK, STONE OR MASONRY.

2. FOUNDATION OR STEM WALLS. NO CONCRETE BLOCKS, POURED CONCRETE, OR ANY OTHER FOUNDATION OR STEM WALL SHALL BE EXPOSED UNLESS CONSTRUCTED OF BRICK OR STONE.

3. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE SELF SEALING COMPOSITION SHINGLE. ALL ROOFS SHALL HAVE A CONSISTENT COLOR OF WEATHERED WOOD ROOFING AS PRESCRIBED BY THE ARCHITECTURAL COMMITTEE.

4. ROOFTOP PROTRUSIONS. SHEET METAL VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, METAL ROOF FLASHING, AND OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO CONFORM WITH ROOF COLOR.

5. WINDOWS. THE FRAMES OF ALUMINUM WINDOWS SHALL BE FINISHED.

G. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED IN WHOLE OR IN PART FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY LOT IN THIS SUBDIVISION.

H. LIVESTOCK AND POULTRY PROHIBITED

NO ANIMALS, LIVESTOCK, POULTRY OR BEES OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. THE NUMBER OF PETS SHALL BE LIMITED TO THREE.

I. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

J. SIGNS PROHIBITED

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, PROVIDED THAT SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED IF THEY DO NOT EXCEED 9 SQUARE FEET IN DISPLAY SURFACE AREA. PERMANENT SIGNS IDENTIFYING THE ADDITION MAY BE ERECTED AND LOCATED WITHIN THE FENCE AND LANDSCAPE EASEMENT AND RESERVE AREAS. ONLY ONE SIGN SHALL BE PERMITTED PER LOT.

K. EXISTING BUILDINGS

NO EXISTING ERECTED BUILDING OR USED BUILDING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

L. TEMPORARY STRUCTURES AND OUTBUILDINGS

NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. CONSTRUCTION TRAILERS ARE PERMITTED FOR BUILDERS HAVING THREE HOUSES OR MORE UNDER CONSTRUCTION.

M. VEHICLE STORAGE AND PARKING

NO VEHICLE SHALL BE PARKED OR STORED ON ANY FRONT OR SIDE YARD. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, JET SKIS, WATERCRAFT, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED ON ANY LOT FOR MORE THAN FORTY-EIGHT (48) HOURS WITHIN ANY SEVENTY-TWO (72) HOUR PERIOD EXCEPT IN A GARAGE OR SCREENED FROM VIEW IN THE REAR YARD. OWNERS' OR RESIDENTS' VEHICLES SHALL NOT BE PARKED IN ANY STREET.

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N. ANTENNAS

NO EXTERIOR RADIO OR TELEVISION TOWER, AERIAL, ANTENNA, OR SATELLITE DISH OVER 18" IN DIAMETER SHALL BE LOCATED UPON ANY LOT. SATELLITE DISH 18" IN DIAMETER ARE PERMITTED, BUT MUST BE MOUNTED ON THE HOUSE OR GROUND MOUNTED.

O. INTERIOR FENCES OR WALLS

1. NO FENCE OR WALL SHALL EXCEED 6 FEET IN HEIGHT NOR BE ERECTED OR MAINTAINED NEARER TO THE INTERIOR STREETS OF THE ADDITION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT.

2. FENCES OR WALLS SHALL BE OF WOOD, BRICK, STONE, STUCCO, OR WROUGHT IRON.

P. MAILBOXES

ALL MAILBOXES SHALL CONFORM TO THE STANDARD MAILBOX DESIGN FOR EAGLE CREEK AS PRESCRIBED BY THE ARCHITECTURAL COMMITTEE & INSTALLED BY THE BUILDER IN ACCORDANCE WITH THE APPROVED MAILBOX MASTER PLAN ON FILE WITH THE COMMITTEE.

Q. DRIVEWAYS

ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH.

R. LANDSCAPING

THE FRONT YARD OF EACH LOT MUST BE FULLY SODDED WITHIN 30 DAYS OF COMPLETION OF THE CONSTRUCTION OF ANY DWELLING.

SECTION III.
RIGHTS RESERVED BY DEVELOPER

THE DEVELOPER IS ALSO THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IMMEDIATELY ADJACENT TO THIS ADDITION AND CONSISTING OF THE BALANCE OF ALL REAL PROPERTY ENCOMPASSED WITHIN THE AFOREDESCRIBED ADDITION, TO-WIT:

THE SOUTHWEST QUARTER (SW4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT SUCH PORTION THEREOF AS IS INCLUDED IN THIS ADDITION OR THE EAGLE CREEK OR EAGLE CREEK II SUBDIVISIONS, (THE "ADJACENT PROPERTY").

THE DEVELOPER CONTEMPLATES SUBDIVIDING AND PLATTING INTO RESIDENTIAL LOTS ALL OR A PORTION OF THE ADJACENT PROPERTY BY MEANS OF AMENDING THE PLAT AND THIS DEED OF DEDICATION OF THIS ADDITION TO INCORPORATE ALL OR A PORTION OF THE ADJACENT PROPERTY THEREIN AND AS A PART THEREOF AND/OR BY MEANS OF THE PREPARING AND FILING OF ONE OR MORE SEPARATE SUBDIVISION PLATS AND DEEDS OF DEDICATION. IN CONNECTION THEREWITH AND IN PURSUANCE THEREOF, THE DEVELOPER DOES HEREBY RESERVE UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS TO ANY INTEREST OR ESTATE IN THE ADJACENT PROPERTY, THE FOLLOWING UNQUALIFIED AND IRREVOCABLE RIGHTS:

1. THE RIGHT AT ANY TIME WITHIN TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND, ONE OR MORE TIMES, THE PLAT AND DEED OF DEDICATION OF THIS ADDITION TO ADD THERETO AND INCORPORATE AS A PART THEREOF ALL OR ANY PORTION OF THE ADJACENT PROPERTY. IMMEDIATELY UPON REQUEST OF THE DEVELOPER OR ITS SUCCESSOR IN INTEREST TO THE ADJACENT PROPERTY, EACH OWNER OF ANY INTEREST IN ANY PROPERTY WITHIN THIS ADDITION SHALL EXECUTE SUCH AMENDMENT OR AMENDMENTS OR OTHER DOCUMENTS WHICH IN THE SOLE JUDGMENT OF DEVELOPER OR ITS SUCCESSOR IS NECESSARY TO PROPERLY EFFECT THE ADDITION OF THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, TO AND AS A PART OF THIS ADDITION. NO SUCH AMENDMENT OR AMENDED PLAT SHALL ALTER THE SIZE OR CONFIGURATION OF ANY LOT, STREET OR OTHER COMMON AREA IN THIS ADDITION NOR IMPOSE UPON ANY LOT OWNER IN THIS ADDITION ANY ADDITIONAL OR FURTHER RESTRICTION OVER AND ABOVE THAT IMPOSED BY THE TERMS OF THIS DEED OF DEDICATION.

2. THE RIGHT AT ANY TIME WITHIN TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY GRANT TO THE OWNERS OF LOTS IN ANY ONE OR MORE ADDITIONS INTO WHICH THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, IS SUBDIVIDED, THE RIGHT IN COMMON WITH ALL OWNERS OF LOTS IN THIS ADDITION TO THE USE OF ALL COMMON AREAS WITHIN THIS ADDITION, PROVIDED, THAT EACH OWNER OF ANY LOTS IN THIS ADDITION IS GRANTED BY THE DEED OF DEDICATION OR A SEPARATE INSTRUMENT THE RIGHT IN COMMON WITH ALL OWNERS OF ANY SUCH ADDITION(S) INTO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED USE OF ALL COMMON AREAS INCLUDED WITHIN ANY SUCH ADDITION(S).

3. THE RIGHT TO DESIGNATE THE HOMEOWNERS' ASSOCIATION TO BE FORMED AS PROVIDED IN SECTION IV BELOW AS THE ASSOCIATION FOR THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS HEREAFTER LOCATED WITHIN THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, OR INCORPORATED IN AND FORMING A PART OF ANY INDEPENDENT SUBDIVISION SHOULD THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, BE SEPARATELY PLATTED. SHOULD THE ADJACENT PROPERTY BE SEPARATELY PLATTED AS ONE OR MORE INDEPENDENT OR SEPARATE RESIDENTIAL SUBDIVISIONS, SAID HOMEOWNERS' ASSOCIATION SHALL, IF REQUESTED BY DEVELOPER, ADMINISTER, MANAGE AND MAINTAIN ALL COMMON AREAS LOCATED WITHIN SUCH ADDITIONS AS THOUGH THE SAME WERE ONE ENTITY OR ADDITION. IN SUCH EVENT, THE ASSESSMENTS AGAINST THE LOTS TO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED SHALL BE AT LEAST EQUAL TO THE ASSESSMENT IN THIS ADDITION.

SECTION IV.
HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS CAUSED TO BE FORMED THE EAGLE CREEK HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF EAGLE CREEK II AND, IF REQUESTED BY DEVELOPER IN ACCORDANCE WITH SECTION III ABOVE, ANY OR ALL OF THE COMMON AREAS OF THE ADJACENT PROPERTY.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE ADDITION SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF SUCH LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN EAGLE CREEK II. AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. 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, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

E. CERTAIN OBLIGATIONS OF THE ASSOCIATION

SUBJECT TO SATISFACTION OF THE CONDITIONS PRECEDENT SET FORTH BELOW, UPON THE AMENDMENT OF THIS DEED OF DEDICATION AND THE PLAT OF THE SUBDIVISION TO INCORPORATE AND ADD THERETO ANY PART OF THE ADJACENT PROPERTY, THE OBLIGATIONS OF THE ASSOCIATION SHALL FURTHER INCLUDE THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS CONTAINED WITHIN SAID PART OF THE ADJACENT PROPERTY. LIKEWISE, SUBJECT TO SATISFACTION OF THE CONDITIONS PRECEDENT SET FORTH BELOW, IF THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED AND PLATTED INTO ONE OR MORE SEPARATE RESIDENTIAL ADDITIONS, THIS ASSOCIATION WILL BE CHARGED WITH THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS CONTAINED WITHIN SUCH ADDITION(S) IN THE SAME MANNER AND TO THE SAME EXTENT AS PROVIDED HEREIN FOR THIS ADDITION.

THE FOLLOWING ARE CONDITIONS PRECEDENT TO THE PERFORMANCE OF THE OBLIGATIONS IMPOSED UPON THE ASSOCIATION IN THIS SUBSECTION E:

1. THERE MUST BE FILED IN THE APPROPRIATE RECORDS OF WAGONER COUNTY, OKLAHOMA, AN AMENDED PLAT AND DEED OF DEDICATION OF THIS ADDITION, OR THERE MUST BE FILED IN SAID RECORDS A PLAT AND DEED OF DEDICATION OF THE ADDITION INTO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED AND PLATTED IF THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS INDEPENDENTLY PLATTED AND SUBDIVIDED IN LIEU OF SUCH AMENDMENT.

2. THE ASSOCIATION MUST HAVE RECEIVED A DEED OF CONVEYANCE TO THAT PART OF THE ADJACENT PROPERTY COMPRISING THE COMMON AREAS TO BE ADMINISTERED, MANAGED AND MAINTAINED.

3. IN THE EVENT OF THE PLATTING OF THE ADJACENT PROPERTY INTO ONE OR MORE SEPARATE OR INDEPENDENT ADDITIONS, THERE MUST HAVE BEEN FILED IN THE APPROPRIATE RECORDS OF WAGONER COUNTY, OKLAHOMA, COVENANTS OBLIGATING THE OWNERS OF LOTS IN ANY SUCH INDEPENDENT ADDITION TO BECOME MEMBERS OF THE ASSOCIATION AND TO PAY ASSESSMENTS FOR COMMON AREA MAINTENANCE AT LEAST EQUAL TO THE ASSESSMENTS REQUIRED OF THE OWNERS OF LOTS IN THIS ADDITION.

SECTION V.
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM. THE COVENANTS CONTAINED IN SECTION II, SUBSECTION A, ARE ESTABLISHED PURSUANT TO THE ZONING CODE OF THE COUNTY OF WAGONER, OKLAHOMA, AND SHALL INURE TO THE BENEFIT OF THE DEVELOPER, THE OWNERS OF LOTS WITHIN THE ADDITION, THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, AND THE COUNTY OF WAGONER, OKLAHOMA. THE REMAINING COVENANTS WITHIN SECTION II SHALL INURE ONLY TO THE BENEFIT OF DEVELOPERS, THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE DEVELOPER, ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE ADDITION OR THE HOMEOWNERS' ASSOCIATION, OR THE COUNTY OF WAGONER AS TO VIOLATIONS OF THE COVENANTS CONTAINED IN SECTION II, SUBSECTION A, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2010, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION II, SUBSECTION A MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE WAGONER COUNTY PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE ADDITION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED. THE REMAINING COVENANTS WITHIN SECTION II MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER DURING SUCH PERIOD THAT THE DEVELOPER IS THE RECORD OWNER OF AT LEAST TEN (10) LOTS WITHIN EAGLE CREEK, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED, OR ALTERNATIVELY, THE REMAINING COVENANTS WITHIN SECTION II MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE ADDITION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: EAGLE CREEK DEVELOPMENT, LLC, HAS CAUSED ITS NAME TO BE AFFIXED, THIS DATE March 1, 1999.

EAGLE CREEK DEVELOPMENT, LLC
By: [signature]
ED SCHERMERHORN, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1 DAY OF March, 1999, PERSONALLY APPEARED ED SCHERMERHORN, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAMES OF THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 12-8-01

Debra L. Jenkins
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, DOES HEREBY CERTIFY THAT I HAVE, CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 1st DAY OF March, 1999.

Jeffrey A. Tuttle
JEFFREY A. TUTTLE,
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1 DAY OF March, 1999, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 12-8-01

Debra L. Jenkins
NOTARY PUBLIC