EAGLE CREEK V
DECD OF DEDICATION
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, EASY INVESTMENTS, 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:

LOTS 12,13,&4, BLOCK 4, EAGLE CREEK III AN ADDITION TO THE COUNTY OF WAGONER, OKLAHOMA

AND

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:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW/4 OF SAID SECTION 30; THENCE N 00°09'09" E, ALONG THE WEST LINE OF SAID SW/4, A DISTANCE OF 2187.95 FEET TO SOUTHWEST CORNER OF EAGLE CREEK, AN ADDITION TO THE COUNTY OF WAGONER, OKLAHOMA; THENCE N 89°56'18" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK, A DISTANCE OF 2639.90 FEET; THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF THE SOUTH EAGLE CREEK, II, A DISTANCE OF 1320.00 FEET; THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF THE SOUTH EAGLE CREEK, III, A DISTANCE OF 1320.00 FEET; THENCE N 89°56'18" E, A DISTANCE OF 1320.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 193TH EAST AVENUE; THENCE S 34°59'49" E, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1322.16 FEET; THENCE N 55°54'10" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK, A DISTANCE OF 1319.00 FEET TO THE WEST BOUNDARY OF EAGLE CREEK II; AN ADDITION TO THE COUNTY OF WAGONER, OKLAHOMA; THENCE S 34°59'49" E, ALONG THE WEST BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 2510.57 FEET; THENCE N 60°09'01" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 2643.11 FEET; THENCE S 29°30'00" E, ALONG THE WEST BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 1320.00 FEET; THENCE N 60°09'01" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 1320.00 FEET; THENCE N 29°30'00" W, ALONG THE EAST BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 1320.00 FEET; THENCE N 60°09'01" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 1320.00 FEET; THENCE N 29°30'00" W, ALONG THE EAST BOUNDARY OF EAGLE CREEK II, A DISTANCE OF 1320.00 FEET TO THE SOUTH BOUNDARY OF EAGLE CREEK III, AN ADDITION TO THE COUNTY OF WAGONER, OKLAHOMA; THENCE N 60°09'01" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK III, A DISTANCE OF 1320.00 FEET; THENCE N 29°30'00" W, ALONG THE EAST BOUNDARY OF EAGLE CREEK III, A DISTANCE OF 1320.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST 48TH STREET SOUTH; THENCE ALONG THE SOUTH RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A TANGENT BEARING OF N 34°37'48" E AND A RADIUS OF 2500.FEET AND CENTRAL ANGLE OF 25°55'12", A DISTANCE OF 1128.FEET; THENCE N 60°09'01" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 48TH STREET SOUTH, A DISTANCE OF 1320.00 FEET; THENCE S 29°30'00" E, ALONG THE WEST LINE OF EAGLE CREEK, A DISTANCE OF 1320.00 FEET; THENCE N 60°09'01" E, ALONG THE SOUTH BOUNDARY OF EAGLE CREEK, A DISTANCE OF 1320.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 209TH EAST AVENUE; THENCE S 00°24'42" E, ALONG THE EAST RIGHT-OF-WAY, A DISTANCE OF 1259.90 FEET; THENCE S 89°56'18" E, A DISTANCE OF 1326.58 FEET TO THE EAST LINE OF SAID SW/4; THENCE S 00°02'13" E, ALONG SAID EAST LINE, A DISTANCE OF 2187.95 FEET TO THE SOUTHEAST CORNER OF SAID SW/4; THENCE N 89°56'18" W, ALONG THE SOUTH LINE, A DISTANCE OF 2639.56 FEET TO THE POINT OF BEGINNING, CONTAINING 4,306,146 SQUARE FEET OR 98.86 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 V", 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 ALLEYS, AND ANY AND ALL UTILITIES, INCLUDING STORM AND SANITARY SEWER COMMUNICATIONS 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 HEREIN RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS 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 OTHER THAN ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, OR PERMITTED TO REMAIN ON 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 BE LOCATED ALONG THE EAST BOUNDARY IN THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE. THE EASEMENTS OVER, UPON AND UNDERGROUND FOR UTILITY SERVICE AND STREETS AS SHOWN ON THE RECORDED PLAT SERVE PERIODICAL 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 WITHIN SAID HOUSES OPEN THE LOTS THEREOF AS MAY BE FURNISHED 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 25 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE IN 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 OF 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. ALL WATERLINES SHALL BE PLACED IN A WATERLINE EASEMENT DEDICATED TO WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE, AND NATURAL GAS DISTRICT NO. 4.

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 AND 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 IN BLOCKS 1 THRU 12 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 RS.

BLOCK 13 SHALL BE USED FOR MULTI-FAMILY DEVELOPMENT AND SHALL COMPLY WITH THE RMU ZONING DISTRICT.

BLOCK 14 SHALL BE USED FOR COMMERCIAL DEVELOPMENT AND SHALL COMPLY WITH THE CH ZONING DISTRICT.

2. THE NUMBER OF DWELLINGS WITHIN BLOCKS 1 THRU 12 OF THE ADDITION SHALL NOT EXCEED 224.

3. 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
SIDE YARD (CORNER YARD)	15 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 MEMBER OF THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN ACCORDANCE WITH THE ARCHITECTURAL COMMITTEE'S RULES AND REGULATIONS. IF 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 APPROVAL.

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 CONSIDER ANY MATTERS WHICH IT DEEMS RELEVANT TO THE ARCHITECTURAL DESIRABILITY OF THE PROPOSED IMPROVEMENT, WHICH IS TO BE BUILT. THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE EFFECT THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE IS HEREBY AUTHORIZED TO GRANT, IN ITS SOLE DISCRETION, 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. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE ANY BUILDING PLANS, OR OTHER SUBMITTALS SHALL NOT BE DEEMED A WAIVER OF ANY RIGHTS HEREUNDER 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 PROCEEDING 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, 2008, 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 1350 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF OR TWO-STORY DWELLINGS SHALL HAVE AT LEAST 1000 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 (COMMULATIVE) OF EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST 500 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 WALL, SHALL BE WITH 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 OTHER THAN IN BLOCKS 13 AND 14 AS ALLOWED BY THE ZONING CODE.

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 OF 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 OF RESIDENTS' VEHICLES SHALL NOT BE PARKED IN ANY STREET.

N. ANTENNAE

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 BUT MAY NOT BE MOUNTED ON THE FRONT OF THE HOUSE OR ROOF.

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, WROUGHT IRON.

P. MAILBOXES

ALL MAILBOXES SHALL CONFORM TO THE STANDARD MAILBOX DESIGN FOR EAGLE CREEK V 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.

S. RESERVE AREAS

RESERVE AREA "A" SHALL BE FOR STORM WATER DETENTION, OVERLAND DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY THE EAGLE CREEK HOMEOWNER'S ASSOCIATION.

RESERVE AREA "B" SHALL BE FOR STORM WATER DETENTION, OVERLAND DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY THE EAGLE CREEK HOMEOWNER'S ASSOCIATION.

RESERVE AREA "C" SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS AND MAY BE ALLOWED OVERLAND DRAINAGE THROUGH THE RESERVE AREA.

RESERVE AREA "D" SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS.

NO RESIDENCE OR DWELLING SHALL BE ALLOWED IN ANY RESERVE AREA.

SECTION III

RIGHTS RESERVED BY DEVELOPER

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 OWNED BY THE DEVELOPER OR ITS SUCCESSOR IN INTEREST TO THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, TO AND AS A PART OF THIS ADDITION. NO PORTION OF THE ADJACENT PROPERTY SHALL BE ADDED TO THIS ADDITION BY SUCH AMENDMENT UPON THE EXPRESS WRITTEN CONSENT OF THE OWNER OF THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, TO AND AS A PART OF THIS ADDITION. NO SUCH AMENDMENT OF THE DEDICATORY 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, AND ANY AMENDMENTS OF DEDICATORY 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, AND ANY ADDITIONAL LOT OWNER IN THIS ADDITION ANY ADDITIONAL LOT OWNER IN THIS ADDITION ANY ADDITIONAL LOT OWNER IN THIS ADDITION SHALL BE AMENDED SHALL NOT ALTER THE SIZE OF CONFIGURATION OF ANY LOT, STREET OR OTHER COMMON AREA IN THIS ADDITION NOR IMPOSE UPON ANY LOT OWNER IN THIS ADDITION ANY ADDITIONAL COST OR EXPENSE IN EXCESS OF THOSE 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 ADJACENT PROPERTY, OR ANY PORTION THEREOF, IS SUBDIVIDED, THE RIGHT TO COMMON USE ALL OWNERS OF LOTS IN THIS ADDITION TO THE USE OF ALL COMMON AREAS WITHIN THIS ADDITION, EACH OWNER OF ANY LOT 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.

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 HEREBY LOCATED WITHIN THE ADDITION INTO WHICH THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, IS SUBDIVIDED, AND TO ADD THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, BE SEPARATELY PLATTED. SHOULD THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, BE SEPARATELY PLATTED, SHOULD THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, BE REQUESTED BY DEVELOPER, ADMINISTER, MANAGE AND MAINTAIN ALL COMMON AREAS LOCATED WITHIN SUCH ADDITIONS SEPARATELY PLATTED AS ONE OR MORE INDEPENDENT OR SEPARATE RESIDENTIAL SUBDIVISIONS. SAID HOMEOWNERS' ASSOCIATION SHALL BE REQUESTED BY DEVELOPER, ADMINISTER, MANAGE AND MAINTAIN ALL COMMON AREAS LOCATED WITHIN SUCH ADDITIONS SEPARATELY PLATTED AS ONE OR MORE INDEPENDENT OR SEPARATE RESIDENTIAL SUBDIVISIONS. SAID HOMEOWNERS' ASSOCIATION SHALL BE REQUESTED BY DEVELOPER, ADMINISTER, MANAGE AND MAINTAIN ALL COMMON AREAS LOCATED WITHIN SUCH ADDITIONS AS THOUGH THE SAME WERE ONE ENTIT