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Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

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7. Clothes Lines. The drying of clothes in public view is prohibited.

8. Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored or parked within the Addition.

9. Air Conditioning Requirements. No window or wall–type air conditioning units are permitted.

10. Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

11. Vehicles and Motorcycles. Except provided herein, no vehicle, motorcycle, motor bike, camper (pop–up or otherwise), trailer (including without limitation, goosenecks and livestock trailers and car haulers), boats, all terrain vehicle (ATV) or recreational vehicle (RV) or similar vehicle or equipment, whether or not operable (collectively referred to as 'Vehicles'), shall be kept, parked, stood or stored on any lot, driveway, street or the Common Area, except in a garage or a detached building that the Architectural Committee has approved in writing. Enclosed, open or flat bed utility trailers of sixteen feet (16.0') or less which are used for limited hauling are allowed to be parked and/or stored behind the main residential structure on any lot provided said trailer is placed on a concrete slab; Vehicles, however, shall not be kept, parked, stood or stored in the yard of any lot or Common Area for any reason. Vehicles shall not be kept, parked, stood or stored on any street. Regular passenger vehicles, such as automobiles, passenger vans, SUV's, and commercial vehicles of one (1) ton or less are permitted to be parked in the driveway, provided such vehicles are to be parked over night and stored inside a closed garage as set forth herein. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 72 consecutive hours per week) on the driveway of a lot for purposes of loading, unloading or washing said boat, trailer or RV.

12. Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, unless approved in writing by the Association. The Developer, or its designees, may display such signage as the Developer, in its sole discretion deems necessary for the promotion, sales and/or rental of property owned by the Developer or its designees.

13. Waste. No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. No burning of trash shall be permitted. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street. All residential waste containers must be removed from the curbside and screened from roadway view within 12 hours after refuse collection vehicles empty the containers.

14. Compliance with Code. All residential lots are subject to the uses, restrictions, building codes and requirements of the City of Coweta.

SECTION III. Saddle Creek Estates

A. FORMATION.

1. Homeowners' Association. A home owners association, known as Saddle Creek Estates Association, Inc., an Oklahoma not–for–profit corporation (Association). has been or shall be established pursuant to 60 O.S.1991,§ 851, et seq., to maintain the entryways and the reserve areas in the Addition and for such other purposes as shall be deemed advisable. Every record owner of a fee interest in a lot in the Addition shall be a member (Member) of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All Members of the Association covenant and agree to pay to the Association any annual assessment (Annual Assessment), any special assessment (Special Assessment) and any other financial charge or assessment established by the Association as hereinafter set forth or as set forth in the By–Laws of the Association. All lawful acts of the Association, made under and pursuant to its Certificate of Incorporation and By–Laws, shall be binding upon the lots contained in the Addition and the owners thereof.

2. Voting. Each Member shall be entitled to one vote for each lot owner by a Member; provided, however, when two or more persons or entities hold such interest or interests in any lot, although all of such persons or entities shall be Members of the Association, the vote for such lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per lot be cast with respect to any lot.

3. Developer Control of Association. Developer, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Developer relinquishes control thereof as set forth herein. The initial performance of the functions of the Association and its Board of Directors 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 the Developer, or its assignee, in lieu of the Association and/or the Board of Directors until the turnover date as hereinafter defined. The date on which Developer's rights under this Section III, Paragraph 3 terminate shall be referred to as the 'Turnover Date'. The first and all subsequent Board of Directors of the Association shall consist of those persons designated by Developer. Developer's rights under this Section III, Paragraph 3 to designate the members of the Board of Directors of the Association shall terminate on the first to occur of (A) such time as Developer no longer holds or controls title to any part of the Property, (B) the giving of written notice by Developer to the Association's Board of Directors of the Developer's Election to terminate such rights, or (c) fifteen (15) years from the date of recording hereof. From and after the turnover date, the association's board of Directors shall be constituted and elected as provided in the Association By–Laws. Prior to the turnover date all of the voting rights of the lot owners shall be vested exclusively in Developer. The lot owners, prior to the turnover date, shall have no voting rights. Despite having no voting rights at that point in time, such owner's lots shall nevertheless be subject to assessment. Developer, upon request of a lot owner, shall supply such lot owner with an annual account of the manner in which collected assessments have been spent.

4. Assessments. All owners of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:

A. Annual assessments ('Annual Assessment') of $200.00 shall be made on a per lot basis. Such assessments may be increased ten percent (10%) per year by the Board of Directors of the Association and up to twenty–five percent (25%) per year upon the affirmative vote of two–thirds of the owners of lots in the Addition.

B. Special assessments ('Special Assessments') for capital improvements, such assessments to be fixed and established at the annual meeting or any special meeting called for that purpose by the affirmative vote of a majority of those lot owners who are in attendance (either in person or by proxy) at such meeting.

5. Assessment Due Dates. The Annual Assessment shall commence on the date of conveyance of title to a lot to the owner of such lot. Thereafter, the form and means of written notice and the due date and the terms of payment of the Annual Assessment shall be established by the Board of Directors of the Association. The terms of payment, the due date and notice of a Special Assessment shall be determined by the Board of Directors of the Association.

6. Effect of Nonpayment of Assessments. Any assessments which are not paid on or before the due date shall be delinquent and shall constitute a lien on the lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid. The Association may take action against any Member delinquent in the payment of assessments owed to the Association. Such action may include actions to enforce a lien against the Member's property and any other actions at law or in equity to obtain payment from a financial obligation owed by a Member. In taking these actions, the Association shall be entitled to collect the costs it has incurred including, but not limited to, reasonable attorney's fees, court costs, interest and such other expenses the Association reasonably incurs in pursuing its collection efforts. No Member may waive or otherwise escape liability for any assessments provided herein by non–use of the reserve areas or abandonment of his lot.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any lot; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of foreclosure shall not relieve such lot from liability for any assessments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.

SECTION IV. DEVELOPERS RESERVED RIGHTS

1. In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Saddle Creek Estates Deed of Dedication, or the Association documents, Developer shall have the rights and powers set forth in this Section IV. Anything in this Deed of Dedication or the Association documents to the contrary notwithstanding, the provisions set forth in this Article shall govern. The authority granted to the Developer by this Section IV shall terminate and be of no further force and effect on the Turnover Date as set forth in Paragraph 3 of Section III of this Deed of Dedication.

2. Promotion of Saddle Creek Estates. In connection with the promotion, sale or rental of any improvements upon any property in the subdivision; (A) Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, or to such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking area, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and (B) Developer and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

3. Construction on the Property Within the Addition. Developer is hereby granted the right and power to make such improvements to any Property within the Addition as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such Property and the right to store construction equipment and materials on such Property without the payment of any fee or charge whatsoever.

4. Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Declaration under this Deed of Dedication.

SECTION V. ENFORCEMENT

A. GOVERNING DOCUMENTS

The Addition's government documents shall consist of the following documents as they may be amended: (a) Articles of Incorporation of Saddle Creek Estates Association, Inc., (2) By–Laws of Saddle Creek Estates Association, Inc., (3) Plat and Deed of Dedication filed ____________________, 20____, in Book ______________, Page ______________, records of the County Clerk of Wagoner County, Oklahoma, (4) Resolutions of the Board of Directors of Saddle Creek Estates Association, Inc., and (5) the architectural guidelines (hereinafter 'Governing Documents'). The Governing Documents apply to all lot owners and occupants of the property within the Addition as well as to other respective tenants, guests and invitees. If a dwelling on a lot is leased, the lease shall provide that the tenant and all occupants of the leased lot are bound by and obligated to comply with the Governing Documents. If any court should determine any provision of the Governing Documents is invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.

B. ENFORCEMENT

Every owner and occupant of a lot shall comply with the Governing Documents. The Board of Directors of the Association may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include without limitation: (1) Imposing reasonable monetary fines which shall be a personal financial obligation and shall constitute a lien upon the violator's lot. In the event that any occupant, guest or invitee of a lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, PROVIDED, HOWEVER, if the fine is not paid by the violator within the time set by the Board, the lot owner shall pay the fine upon notice from the Board, (2) exercising self–help or taking action to abate any violation of the Governing Documents in a non–emergency situation, (3) requiring a lot owner, at his or her own expense, to remove any structure or improvement on such owner's lot in violation of the Governing Documents and to restore the lot to its previous condition. Upon the failure of the lot owner to do so, the Board or its designee, shall have the right to enter onto the lot, remove the violation and restore the lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass, and (4) levying a specific assessment to cover costs in bringing a lot owner or a lot into compliance with the provisions of the Governing Documents, provided the Board of Directors shall give the lot owner prior written notice and an opportunity for a hearing in accordance with the By–Laws, before levying a specific assessment under this subsection.

C. CORRECTION ASSESSMENT.

In the event that the owner of any lot shall violate any covenant herein, the Board of Directors of the Association or the Developer shall have the right, upon five (5) days advance notice to the owner of the lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said lot and to remedy the violations(s). The cost for curing the violation(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed as contained herein.

SECTION VI. MISCELLANEOUS, AMENDMENT

A. NO WAIVER

The failure of the Developer, the Architectural Committee, the Association, owner or any grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

B. SEVERABILITY

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

C. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Developer makes no warranty, expressed or implied, regarding the addition, including (without limitation) any reserve area or improvement therein, the sufficiency of utilities, the improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

E. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Developer, the architectural committee, the association and the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. The covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen (15) year period by an instrument signed by the owners of not less than sixty percent (60%) of the lots, and thereafter at any time by an instrument signed by the owners of not less than fifty–one percent (51%) of the lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Developer reserves the right to grant variances therefrom in particular cases and further provided that they may amended as follows:

F. SPECIAL AMENDMENT.

This Declaration may be amended unilaterally by Developer at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration; (iv) to correct errors and make clarifications or additions in this declaration; or (v) to modify or add to the provisions of this declaration to adequately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at such time as Developer has sold all of its lots in the addition.

OWNER'S CERTIFICATE AND DEDICATION

The undersigned Coweta Land Company, LLC, an Oklahoma Limited Liability Company, does hereby certify that is the record owner of the land shown on the plat of Saddle Creek Estates, Coweta, Oklahoma and that the plat represents a correct survey of the above described property made with consent, and that it hereby dedicates to the public the utility easements as shown which are created for the installation and maintenance of public utilities, and that it hereby guarantees a clear title to all lands do dedicated from itself and its successors, heirs or assigns forever and have caused the same to be released for all emcumbrances so that the title is clear, except as shown in the abstractor's certificate and executed this instrument in accordance with the requirements of final plats of the City of Coweta, Oklahoma this 10 day of August ,2018.

Coweta Land Company, LLC
an Oklahoma Limited Liability Company

By: ______________________
Member–Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

Before me, a notary public in and for said state and county, on this 10 day of August, 2018, personally appeared DUSTY YOCHAM ______________________, to me known to be the identical person who subscribed the name of Coweta Land Company, LLC. to the foregoing instrument as Member–Manager, and acknowledged to me that they executed the same as their free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

____
Notary Public

My commission expires:
May 26, 19
Commission No. 03006502

DEBBI WINTERS IN AND FOR #03006502 EXP. 05/26/19 STATE OF OKLAHOMA NOTARY PUBLIC

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat, 'Saddle Creek Estates', is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this 10th day of August, 2018.

____
Charles K. Howard, RLS #297
CA 5611 Exp. 6–30–19

REGISTERED LAND SURVEYOR CHARLES K. HOWARD L.S. 297 OKLAHOMA

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of August , 2018, personally appeared Charles K. Howard, to me known to be the identical person who executed the 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 me hand and seal the day and year last above written.

Hazel Donelson
Notary Public

My Commission expires: 6-6-21

CITY OF COWETA PLANNING COMMISSION

The undersigned Chairman of the City of Coweta Planning Commission does hereby certify that the Planning Commission duly approved the the plat of "Saddle Creek Estates".

______________________ 8/21/18
Planning Commission Chairman — Approved Date

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that that this plat was approved by the Coweta City Council.

______________________ 8/6/18
Mayor/Vice Mayor — Approved Date

This approval is void if the above signature is not endorsed by the City Clerk.

____
City Clerk

CITY OF COWETA SEAL WAGONER COUNTY OKLAHOMA

CERTIFICATE OF WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2018 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "Saddle Creek Estates"

____
BY:
WAGONER COUNTY TREASURER

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

WAGONER COUNTY CLERK

I ______________________, Wagoner County Clerk, in and for the County and State of Oklahoma above named, do here now state that the subdivision called " Saddle Creek Estates", has been filed into Wagoner County records.

Dated the 10 day of September, 2018.

Wagoner County Clerk

Lori Hendricks
Deputy

Saddle Creek Estates
Preparation date: August 1, 2018
SHEET 3 OF 3

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By ______________ DEPUTY