WAGONER COUNTY, OKLAHOMA
CAROLYN M KUSLER, COUNTY CLERK PLC4- 398-B 05/08/2006 #2006-6844
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Final Plat

Spring Creek

A PART OF THE SE/4 OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 15 EAST
AN ADDITION TO WAGONER COUNTY, OKLAHOMA

Restrictive Covenants

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, 2012 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 THEN 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, NOT TO EXCEED THE HEIGHT OF THE DWELLING, 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 1,800 SQUARE FEET IN AREA, AND THE FRONT EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 100% MASONRY. 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 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.

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 IN 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, SPECIFICATIONS AND PLOT PLANS (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 REPRESENTATION FOR BUILDING 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, 2012, 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 THE 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 GUESTS, AND INVITEES AND TENANTS 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, 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 TO THE HOMEOWNER, OR FOUR MONTHS AFTER THE HOME BUILT ON THE LOT HAS BEEN FOR SALE BY THE BUILDER.

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 EACH 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 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 LANDSCAPED AREAS; F