

FINAL SUBDIVISION PLAT
SPRING CREEK IV

PLC5 - 442A

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



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

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS

ARMORY, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15) OF TOWNSHIP EIGHTEEN (18) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SE/4 OF SEC. 15, T-18-N, R-15-E, I.B.&M.; THENCE S 88°47'35" W ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 657.55 FEET TO THE POINT OF BEGINNING; THENCE S 88°47'35" W A DISTANCE OF 661.26 FEET; THENCE S 01°13'20" E A DISTANCE OF 140.92 FEET; THENCE S 74°34'59" E A DISTANCE OF 108.36 FEET; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 43°27'56", A CHORD BEARING OF S 43°38'05" E, AND A CHORD LENGTH OF 37.03 FEET, FOR A DISTANCE OF 55.93 FEET; THENCE S 1°38'43" E A DISTANCE OF 95.03 FEET; THENCE S 12°22'55" W A DISTANCE OF 215.78 FEET; THENCE S 68°52'52" E A DISTANCE OF 310.49 FEET; THENCE S 58°43'44" E A DISTANCE OF 180.13 FEET; THENCE S 66°53'12" E A DISTANCE OF 50.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 7°20'38", A CHORD BEARING OF S 22°41'28" E, AND A CHORD LENGTH OF 25.62 FEET, FOR A DISTANCE OF 25.63 FEET; THENCE S 57°17'51" E A DISTANCE OF 192.76 FEET; THENCE N 88°43'28" E A DISTANCE OF 277.98 FEET; THENCE N 01°16'32" W A DISTANCE OF 664.52 FEET; THENCE N 70°14'28" W A DISTANCE OF 43.13 FEET; THENCE S 88°43'28" W A DISTANCE OF 85.42 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 70°36'12", A CHORD BEARING OF S 55°58'26" E, AND A CHORD LENGTH OF 115.58 FEET, FOR A DISTANCE OF 123.23 FEET; THENCE S 88°43'28" W A DISTANCE OF 107.55 FEET; THENCE N 01°16'32" W A DISTANCE OF 115.13 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 13.78 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "SPRING CREEK IV," A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "SPRING CREEK IV"). THE LOTS DESIGNATED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS"; AND INDIVIDUALLY AS A "LOT".

SECTION 1. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERRECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. SAID COVENANT STATES THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION MAY INTERFERE WITH THE USES AND PURPOSES OF THE EASEMENT. SAID COVENANT DOES PROHIBIT OBSTRUCTIONS WITHIN THE EASEMENTS HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN THE EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES THROUGH ITS AGENTS AND EMPLOYEE, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THEIR LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 1 FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

- WAGONER COUNTY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.
 - RIGHT TO ACCESS: WAGONER COUNTY, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF STORM SEWER FACILITIES.
- WAGONER COUNTY RURAL WATER DISTRICT NO 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND SANITARY SEWER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.
 - RIGHT TO ACCESS - WAGONER COUNTY RURAL WATER DISTRICT NO 4, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT TO ACCESS ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER AND SANITARY SEWER FACILITIES.
 - EXCLUSIVITY - EASEMENTS DEDICATED FOR THE PURPOSE OF PROVIDING WATER AND SEWER TO THE SUBDIVISION DESCRIBED HEREIN SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT #4, ITS SUCCESSORS & ASSIGNS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY WAGONER COUNTY, OKLAHOMA.

E. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING OR REPLACING AND PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY WEAR OF LINES AND METERS BY ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.E SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND BY WAGONER COUNTY, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

- NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.
- IF IT IS DETERMINED BY THE GOVERNMENT OR UTILITY PROVIDER THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE GOVERNMENT OR UTILITY PROVIDER SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON 5 DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE AND SAVE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING DAMAGED OR REMOVED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. IT SHALL BE NOTED THAT WAGONER COUNTY, OKLAHOMA, AND WAGONER COUNTY RURAL WATER DISTRICT NO 4, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. RESERVATION OF RIGHTS IN COMMON AREAS (RESERVE AREAS AND DRAINAGE EASEMENTS)

- NOT WITHSTANDING ANY OTHER PROVISION ON THIS DEED OF DEDICATION, THE DEVELOPER OR PROPERTY OWNERS ASSOCIATION RESERVES THE RIGHT TO GRANT EASEMENTS WITHIN THE COMMON AREAS (RESERVE AREAS) FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF WATER MAINS, SEWERS, DRAINAGE COURSE, PUBLIC ACCESS, AND OTHER UTILITIES, PROVIDED THAT SUCH UTILITIES SHALL BE INSTALLED IN SUCH A MANNER SO AS TO MINIMIZE DAMAGE TO THE NATURAL FEATURES OF THE COMMON AREAS (RESERVE AREAS).
- NO FENCE, BUILDING, PLANTING OF TREES OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREAS A, B, C, D, E OR F UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND WAGONER COUNTY, OKLAHOMA.
- THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS WITHIN DRAINAGE EASEMENT AREAS UNLESS APPROVED BY WAGONER COUNTY, OKLAHOMA.
- ALL COMMON AREAS INCLUDING RESERVE AREAS A, B, C, D, E AND F SHALL BE MAINTAINED BY THE SPRING CREEK PROPERTY OWNERS ASSOCIATION.
- IN THE EVENT THE SPRING CREEK PROPERTY OWNERS ASSOCIATION DISSOLVES OR CEASES TO EXIST FOR ANY REASON, THE COMMON AREAS (RESERVE AREAS A, B, C, D, E AND F) SHALL REVERT TO WAGONER COUNTY WHOM SHALL BE RESPONSIBLE FOR ALL MAINTENANCE ONLY IN THE EVENT THAT THE PROPERTY OWNERS ASSOCIATION CEASES TO EXIST.

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, 2021 AT WHICH TIME SAID COVENANTS MAY BE EXTENDED UNTIL REVISED BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS. 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.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 25 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- 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 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.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A SMALL OUTBUILDING (OR TO MOVE A SMALL, NEW PRE-FABRICATED OUTBUILDING ONTO THE LOT), NOT TO EXCEED 8 FEET IN HEIGHT AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. ITS FINISHES INCLUDING THE ROOF SHOULD BE SIMILAR IN APPEARANCE TO THE CORRESPONDING HOUSE ON THE LOT.
- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED 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.

- NO DWELLING SHALL BE ERRECTED 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 1,300 SQUARE FEET IN AREA. ALL DWELLINGS SHALL HAVE AT LEAST FIFTEEN (15%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK, STONE OR MASONRY SIDING; PROVIDED HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN PARTICULAR CASES, THE DECLARANT RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE. DWELLINGS OF A LESSER SQUARE FOOTAGE WILL BE CONSIDERED ON A CASE-BY-CASE BASIS BY THE ARCHITECTURAL CONTROL COMMITTEE.
- ROOFING. THE ROOF OF THE DWELLING ERRECTED 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. OTHER ROOF SYSTEMS MAY BE USED IF APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.
- FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERRECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, BOATS, OUT BUILDINGS, ETC. FENCING SHALL NOT IMPAIR THE APPROPRIATE FLOW AND/OR DRAINAGE OF STORMWATER.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- 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.
- 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 IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN SPRING CREEK PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION. SPRING CREEK PROPERTY OWNERS ASSOCIATION WAS FORMED IN THE SPRING CREEK PLAT RECORDED APRIL 24, 2006. THE ASSOCIATION SHALL MEAN PROPERTY OWNERS OF SPRING CREEK, SPRING CREEK II, SPRING CREEK III, SPRING CREEK IV AND FUTURE PHASES OF SPRING CREEK.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- 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 AND PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING OF OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFAACING 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 LANDSCAPE AREAS.
- 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.
- 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.
- 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.
- DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRING CREEK IV.
- 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 SAID LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- 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.
- PLAT. PLAT SHALL MEAN THE PLAT OF SPRING CREEK IV, 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

- NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND 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 HEREUUNDER 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.
- 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 ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUUNDER, 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 OF ANY BUILDING PLANS SHALL NOT BE AN ORDERLY CONDITION. ITS FINISHES INCLUDING THE ROOF SHOULD BE SIMILAR IN APPEARANCE TO THE CORRESPONDING HOUSE ON THE LOT. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER NOTHING HEREBY 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.