KNOW ALL MEN BY THESE PRESENTS: CLEAR CREEK LAND AND CATTLE CO., L.L.C. ("OWNER/DEVELOPER"), BEING THE OWNER AND DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 16 EAST OF TH I.B.&M., ROGERS COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID NW/4 OF SECTION 31, T-22-N. R-16-E. THENCE S 01'21'29" E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 503.04 FEET TO THE POINT OF BEGINNING, THENCE N 88'39'21" E A DISTANCE OF 370.52 FEET; THENCE S 53'40'31" E A DISTANCE OF 654.54 FEET; THENCE S 4318'43" F A DISTANCE OF 87.01 FEET: THENCE N 65'04'13" E A DISTANCE OF 334.96 FEET: THENCE S 4110'30" E A DISTANCE OF 211.00 FEET; THENCE S 27'53'38" E A DISTANCE OF 395.48 FEET; THENCE S 01°21'01" E A DISTANCE OF 272.79 FEET; THENCE N 74°44'20" E A DISTANCE OF 96.36 FEET; THENCE S 01°21'29 E A DISTANCE OF 303.13 FEET: THENCE S 88°38'59" W A DISTANCE OF 86.86 FEET; THENCE N 60°24'03 W A DISTANCE OF 58.12 FEET; THENCE S 87'31'29" W A DISTANCE OF 1522.59 FEET TO THE WEST LINE OF SAID NW/4; THENCE N 01°21'29" W A DISTANCE OF 1399.39 FEET TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED CEDAR SPRINGS, AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

1.1 PUBLIC STREETS AND UTILITY EASEMENTS.

THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE UTILITY EASEMENTS AND STREET RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES. COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

1.2 UNDERGROUND ELECTRIC, COMMUNICATION AND GAS SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES,

ALL LOTS ARE SUBJECT TO THE FOLLOWING: A. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE FASEMENT—WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 B LOCATED LIPON FACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

D. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR 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 SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

E. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OF RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OF CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION OR GAS SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

1.3 WATER AND STORM SEWER.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM DRAIN FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES.

A. RURAL WATER DISTRICT NO.3. ROGERS COUNTY, OR OTHER PROVIDER AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS. BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO.3, ROGERS COUNTY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING MAINTAINING REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO.3, ROGERS COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

WATER SERVICE: POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.3. ROGERS COUNTY, OR ITS ASSIGNEES.

C. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED AEROBIC SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER. ALL SEWAGE DISPOSAL SYSTEMS SHALL INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

COMPLIANCE WITH CODE. ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

1.4 LANDSCAPE AND PAVING REPAIR.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, ROGERS COUNTY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

1.5 FENCE AND LANDSCAPE EASEMENT.

AREAS DESIGNATED ON THE PLAT AS FENCE EASEMENTS AND/OR LANDSCAPE EASEMENT ARE HEREBY DESIGNATED BY THE DEVELOPER AS PERPETUAL EASEMENTS FOR THE BENEFIT OF THE ASSOCIATION FOR THE PURPOSE OF PROVIDING PROPER VISUAL SCREENING OF THE ADDITION FROM SURROUNDING AREAS, MAINTENANCE OF ENTRYWAYS AND FOR THE CONSTRUCTION AND MAINTENANCE OF ANY SIGNAGE, FENCE, LANDSCAPING OR WALL AND FOR OTHER PURPOSES DEEMED TO BE IN THE COMMON GOOD BY DEVELOPER AND/OR THE ASSOCIATION.

1.6 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 BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OCCURRING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

1.7 INGRESS, EGRESS AND WALKWAYS.

CONSTRUCTION OF ALL PUBLIC ROADWAYS WITH THE CEDAR SPRINGS SHALL BE COMPLETED. BY THE OWNER. WITHIN THE PUBLIC DEDICATION AS REQUIRED BY AND IN ACCORDANCE WITH THE STANDARDS OF ROGERS COUNTY.

1.8 FINISHED FLOOR ELEVATIONS:

ALL DWELLINGS SHALL BE CONSTRUCTED TO A MINIMUM FINISHED FLOOR ELEVATION EQUAL TO OR GREATER THAN THE MINIMUM FLOOR ELEVATION AS DEPICTED, FOR EACH INDIVIDUAL LOT, ON THE FINAL PLAT OF CEDAR SPRINGS.

1.9 DRIVEWAYS AND CULVERTS

ALL DRIVEWAYS SHALL BE SURFACED WITH; CONCRETE OR ASPHALT FROM THE COUNTY ROAD TO THE CONCRETE PAD IN FRONT OF THE GARAGE AND SHALL BE A MINIMUM OF FOURTEEN (14) FEET WIDE. ALL DRIVEWAY CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF CEDAR SPRINGS FOR EACH RESPECTIVE LOT. DRIVEWAY CULVERTS SHALL CONSIST OF SMOOTH STEEL PIPES, REINFORCED CONCRETE PIPE (RCP), OR HIGH DENSITY POLYETHYLENE (HDPE). DRIVEWAY CULVERTS MAY BE HDPE ONLY IF THE DRIVEWAY IS CONCRETE AND AT LEAST SIX INCHES (6") THICK. ALL DRIVEWAY CULVERTS SHALL HAVE ODOT STANDARD SLOPED CONCRETE END SECTIONS ANY OTHER TYPE MUST BE APPROVED BY THE COUNTY. ALL CULVERT SPECIFICATIONS SHALL BE IN ACCORDANCE THE ROGERS COUNTY STANDARDS.

1.10 OWNER'S RESPONSIBILITIES

THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, ROGERS COUNTY BUILDING CODES. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

SHALL NOT EXTEND BEYOND THE HEADWALLS.

2.1 ARCHITECTURAL REVIEW COMMITTEE (ARC). THE ARCHITECTURAL REVIEW COMMITTEE IS COMPOSED OF FRANK RATLIFF, WHOSE ADDRESS IS CLAREMORE, OKLAHOMA. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS REQUIRED IN THESE COVENANTS, SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS PLANS AND SPECIFICATIONS WHICH HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT IF NO SUIT TO ENJOIN THE CONSTRUCTIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED, AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. APPROVAL OF FLOOR PLANS AND FENCES ARE REQUIRED BY ARCHITECTURAL REVIEW COMMITTEE.

IN THE SUBDIVISION: A. DWELLING SIZE. ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 2,500 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1,500 SQUARE FEET AT THE LOWER LEVEL, A AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 2,500 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES,

2.1 DWELLINGS. UNLESS WAIVED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS

B. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST EIGHTY PER CENT (80%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE OR STUCCO. THE FRONT EXTERIOR WALLS OF THE DWELLING SHALL BE 100% COMPRISED OF BRICK OR STONE OR STUCCO TO THE FIRST FLOOR PLATE LINE; 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. ON CORNER LOTS, THERE SHALL BE MASONRY ALONG THE SIDE OF THE HOUSE THAT FACES THE STREET IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. IN PARTICULAR CASES, THE DEVELOPER RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.

C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF THREE (3) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL

D. PATIO COVERS. ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED

WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE OR ASPHALT AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL. EACH DRIVEWAY WILL HAVE EITHER A UNIFORM CONCRETE HEADWALL APPROVED BY THE DEVELOPER OR THE HEADWALL WILL BE CONSTRUCTED OF MASONRY TO MATCH THE BRICK OF THE HOME. THE DRAINAGE CULVERTS UNDERNEATH THE DRIVEWAYS SHALL BE SMOOTH ROUND PIPES AND SIZED AS SHOWN OF THE FINAL PLAT. THE ENDS OF SUCH CULVERTS

F. MAILBOXES. ALL MAILBOXES SHALL BE MASONARY HEADWALL MATCHING THE HOUSE.

G. ROOF PITCH: MATERIALS. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 8/12 OVER 75 PERCENT OF THE TOTAL ROOF AREA. AND NONE OF THE ROOF AREA SHALL HAVE A PITCH OF LESS THAN 6/12. ROOF MATERIALS SHALL BE HERITAGE II OR EQUAL COMPOSITION SHINGLES AND SHALL BE DARK EARTH TONE IN COLOR TO RESEMBLE WEATHERED

H. SODDING; LANDSCAPING. UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE OWNER SHALL BE RESPONSIBLE FOR CAREFULLY RE-ESTABLISHING THE FINAL GRADE OF THE BAR DITCH TO PERMIT THE FREE FLOW OF STORMWATER. THE BAR DITCH SHALL BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE MATERIAL. THE FRONT YARD OF EACH LOT MUST EITHER BE FULLY SODDED OR SEEDED. CORNER LOTS, HOWEVER, MUST BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE ALONG THE BAR DITCH ON BOTH SIDES OF THE LOT AND SHALL EITHER BE FULLY SODDED OR SEEDED ON FRONT, BACK AND SIDE YARDS. EACH LOT SHALL HAVE A PROFESSIONAL LANDSCAPE PACKAGE INSTALLED IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. LANDSCAPING SHALL BE INSTALLED NO LATER THAN THE BEGINNING OF THE FIRST GROWING SEASON AFTER THE COMPLETION OF HOME CONSTRUCTION.

2.2 APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE SUBDIVISION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER. IN ITS REVIEW OF PLANS OR CONSIDERATION OF ANY REQUEST FOR WAIVER HEREIN AUTHORIZED. THE DEVELOPER 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 CONSTRUCTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA.

A. THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER. AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DEVELOPER IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DEVELOPER DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DEVELOPER, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT COVENANTS AND RESTRICTIONS IMPOSED UPON THE SUBDIVISION.

B. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGN, GEOTECHNICAL DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND ROGERS COUNTY BUILDING CODES.

2.3 SET-BACK LINES. 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:

50 FEET *(LOTS 1-11, BLOCK 1, LOTS 1-10, BLOCK 2, AND LOTS 1-10, BLOCK 3) 35 FEET (LOTS 11-19, BLOCK 3)

FRONT YARD:

OTHER SIDE YARD: 16 FEET SIDE YARD IF BACKED TO ANOTHER CORNER LOT: SIDE YARD IF NOT BACKED TO ANOTHER CORNER LOT: BACK YARD: 20 FEET

*NOTE: LOTS WITH 50 FEET FRONT YARD SETBACKS CAN BE REDUCED TO 35 FEET WITH WRITTEN APPROVAL OF DEVELOPER. 2.4 FENCES. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO FENCING: NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER THE STREET THAN THE MINIMUM SET- BACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAN THE REAR OF THE MAIN DWELLING WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER,

AND NO FENCE ON ANY LOT SHALL EXCEED FOUR (4) FEET IN HEIGHT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE EASEMENTS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH IN THE OPINION OF THE DEVELOPER WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. IN ADDITION TO ALL FENCING RESTRICTIONS SET FORTH IN THE PARAGRAPH ABOVE, THE FOLLOWING FENCING RESTRICTIONS

SHALL APPLY TO ALL LOTS: A. IN THE EVENT A FENCE IS ERECTED UPON A LOT, SUCH FENCE SHALL BE A "WOOD POST AND RAIL" STRUCTURE WITH BLACK

VINYL CHAIN LINK THEREON. NO PRIVACY FENCES ALLOWED, EXPECT FOR SCREENING FENCES INSTALLED BY THE DEVELOPER AND OR LIMITED PRIVACY FENCES INSTALLED IN BACKYARDS. SUCH PRIVACY FENCES MUST HAVE WRITTEN APPROVAL FROM THE DEVELOPER PRIOF INSTALLATION. THE DEVELOPER RESERVES THE RIGHT TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN. REPAIR SUCH FENCING IN A MANNER WHICH THE DEVELOPER. IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY PARAGRAPH 3.2 THEREOF.

2.5 OUTBUILDINGS. ALL TOOL SHEDS, HOBBY ROOMS OR OTHER OUTBUILDINGS SHALL CONFORM TO THE BASIC EXTERIOR PAINT COLORS OF THE DWELLING. ALL SUCH OUTBUILDINGS SHALL BE SHINGLED WITH THE SAME COLOR AND TYPE OF SHINGLE AS THE DWELLING. ALL SUCH OUTBUILDINGS SHALL HAVE A MINIMUM FLOOR AREA OF 160 SQUARE FEET. NO OUTBUILDING CONSTRUCTED ELSE WHERE SHALL BE MOVED INTO CEDAR SPRINGS. OUTBUILDING SHALL HAVE A MINIMUM OF A 6/12 ROOF PITCH AND SHALL HAVE A MINIMUM OF 25% MASONRY MATCHING THAT OF THE MAIN DWELLING.

2.6 ANTENNAE. NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL

2.7 THE RESIDENCE AND ANY OTHER IMPROVEMENT ALLOWED TO BE PLACED ON A LOT SHALL BE COMPLETED WITHIN SIX (6) MONTHS AFTER CONSTRUCTION COMMENCES AND NO PARTIALLY COMPLETED RESIDENCE OR OTHER PERMITTED STRUCTURE SHALL BE ALLOWED TO REMAIN ON THE LOT BEYOND THE SIX (6) MONTH COMPLETION TIME.

ARTICLE III CONDITIONS AND RESTRICTIONS

3.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS. COMMERCIAL OR MANUFACTURING PURPOSE; PROVIDED, HOWEVER, THE DEVELOPER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED BY A BUILDER FOR A FIXED TIME PERIOD. AT THE DEVELOPER'S SOLE DISCRETION. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE DEVELOPER MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE, NO DWELLING CONSTRUCT ELSE WHERE SHALL BE MOVED INTO CEDAR SPRINGS. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN CEDAR SPRINGS, EXCEPT THAT THE DEVELOPER OR ITS DESIGNEE(S) MAY USE SUCH A MOBILE HOME AS A TEMPORARY SALES OFFICE.

3.2 NOISE/NUISANCE. NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A RESIDENTIAL LOT. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VISION, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

3.3 ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY RESIDENTIAL LOT EXCEPT FOR DOMESTICATED HOUSEHOLD PETS. PROVIDED, HOWEVER, THAT NO MORE THAN THREE (3) ADULT DOGS SHALL BE MAINTAINED ON ANY RESIDENTIAL LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE DEVELOPER OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE CEDAR SPRINGS ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE IN AN AMOUNT LEVIED BY THE ASSOCIATION'S BOARD OF DIRECTORS. THE AMOUNT OF SUCH FINE SHALL BECOME A LIEN UPON THE OWNER'S LOT AND GOVERNED BY PARAGRAPH 6.2 HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. NO KENNELS ARE PERMITTED. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE RESERVE AREAS, AND AT THE OPTION OF THE DEVELOPER OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

Final Plat CEDAR SPRINGS

PART OF THE NW/4 OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 16 EAST, INDIAN BASE & MERIDIAN, ROGERS COUNTY, OKLAHOMA

3.4 LOT MAINTENANCE. ALL RESIDENTIAL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL RESIDENTIAL LOTS SHALL KEEP ALL WEEDS AND GRASS THEREON CUT AND SHALL IN NO EVENT USE ANY RESIDENTIAL LOT FOR STORAGE OF MATERIALS OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENT TO CONSTRUCTION OF IMPROVEMENTS THEREON AS HEREIN PERMITTED. OR PERMIT THE ACCUMULATION OF GARBAGE, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY. ALL LOT OWNERS ARE RESPONSIBLE FOR THE MOWING OF THE ADJOINING ROW OF THEIR RESPECTIVE LOT, FROM THE RIGHT OF WAY LINE UP AND TO THE EDGE OF THE ASPHALT PAVING. LOTS ADJOINING THE CREEK SHALL KEEP THE CREEK FREE FROM DEBRIS AND FREE FROM OVERGROWN BRUSH TO PROVIDE AN AESTHETIC LOOK AND TO MINIMIZE RISK OF A FIRE HAZARD. THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON SUCH LOT AND GOVERNED BY PARAGRAPH 6.2 HEREOF.

3.5 SWIMMING POOLS. ABOVE GROUND SWIMMING POOLS MAY BE ALLOWED UPON WRITTEN APPROVAL FROM THE DEVELOPER. SUCH ABOVE GROUND SWMMING POOLS SHALL BE SCREENED IN ACCORDANCE WITH SECTION 2.4 CONTAINED HEREIN. 3.6 WND GENERATORS. SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

3.7 CLOTHES LINES. THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

3.8 AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED OR PARKED WITHIN THE SUBDIVISION. 3.9 AIR CONDITIONING REQUIREMENTS. NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.

3.10 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. 3.11 VEHICLES. MOTORCYCLES. NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER OR BOAT, WHETHER OR NOT OPERABLE (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY YARD OR GRASS. SUCH VEHICLES SHALL BE KEPT IN A GARAGE OR ON A CONCRETE DRIVEWAY OR CONCRETE PAD. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET FOR MORE THAN 24 HOURS DURING ANY 48 HOUR PERIOD. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF AUTOMOBILES AND TRUCKS.

3.12 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 DEVELOPER. 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. 3.13 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.

ARTICLE IV PROPERTY OWNERS' ASSOCIATION

4.1. PROPERTY OWNERS' ASSOCIATION MAY OR MAY NOT BE ESTABLISHED BY THE DEVELOPER/OWNER AT ONSET OF THE SUBDIVISION. HOWEVER, ONCE CEDAR SPRINGS IS FIFTY PERCENT (50%) OCCUPIED, THE PROPERTY OWNERS OF CEDAR SPRINGS, ONLY WITH THE APPROVAL OF THE DEVELOPER, MAY ESTABLISH A PROPERTY OWNERS' ASSOCIATION AND THIS SHALL BE BINDING ON ALL PROPERTY OWNERS.

4.2 PROPERTY OWNERS' ASSOCIATION. A PROPERTY OWNERS' ASSOCIATION, KNOWN AS "CEDAR SPRINGS ASSOCIATION," AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR MAY BE ESTABLISHED PURSUANT TO 60 O.S. 1991. & 851. ET SEQ., TO MAINTAIN THE ENTRYWAYS AND THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF CEDAR SPRINGS ASSOCIATION (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. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER. 4.3 ASSESSMENTS. THE FOLLOWING ANNUAL ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS: \$150.00 PER YEAR PER LOT.

SUCH ASSESSMENTS MAY BE INCREASED TEN PERCENT (10%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO FIFTEEN PERCENT (15%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OWNERS OF LOTS IN THE SUBDIVISION. SUCH ASSESSMENTS SHALL BE A LIEN UPON THE LOT ASSESSED. ANY SUCH LIEN MAY BE FORECLOSED BY THE ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEYS FEES INCURRED BY THE ASSOCIATION IN CONNECTION WITH SUCH SUIT. NO LOT SHALL BE ENTITLED TO MORE THAN ONE (1) VOTE, REGARDLESS OF THE NUMBER OF OWNERS. NO LOT OWNED BY THE DEVELOPER SHALL BE SUBJECT TO ASSESSMENT.

DEVELOPER'S RESERVED RIGHTS

5.1 IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DEVELOPER OR GRANTED TO DEVELOPER UNDER THE PROVISIONS OF THE CEDAR SPRINGS DEED OF DEDICATION, THIS DECLARATION OR THE ASSOCIATION DOCUMENTS, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING DOCUMENTS TO THE CONTRARY NOTWITHSTANDING. THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE. THE PROVISIONS OF THIS ARTICLE SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIME AS DEVELOPER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ANY LOT OR PROPERTY WITHIN THE SUBDIVISION

5.2 PROMOTION OF CEDAR SPRINGS. 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 AREAS, 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.

5.3 CONSTRUCTION ON THE PROPERTY WITHIN THE SUBDIVISION. DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN THE SUBDIVISION AS DEVELOPER DEEMS TO BE NECESSARY OR APPROPRIATE DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS' ACCESS TO AND UPON SUCH PROPERTY AS DEVELOPER MAY WSH 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.

5.4 DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE CEDAR SPRINGS ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DEVELOPER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH DEVELOPER'S RIGHTS UNDER THIS SECTION 5.4 SHALL TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARDS PRIOR TO THE TURNOVER DATE SHALL CONSIST OF THOSE PERSONS DESIGNATED BY DEVELOPER. DEVELOPER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY LOT IN THE SUBDIVISION. (B) THE GIVING OF WRITTEN NOTICE BY DEVELOPER, TO THE ASSOCIATION'S BOARD, OF THE DEVELOPER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) TEN (10) YEARS FROM THE DATE OF RECORDING HEREOF. FROM AND AFTER THE TURNOVER DATE, THE BOARD SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE OWNERS SHALL BE VESTED EXCLUSIVELY IN DEVELOPER. THE OWNERS. PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNERS' LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. THE DEVELOPER, UPON REQUEST. SHALL SUPPLY SUCH OWNERS WITH AN ANNUAL ACCOUNTING OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN

5.5 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 DEVELOPER UNDER THIS DECLARATION.

ARTICLE VI PRUDENTIAL CONSIDERATIONS

6.1 ENFORCEMENT. ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR AN OWNER OF ANY LOT OR HAVING ANY INTEREST THEREIN. WHETHER ACTING JOINTLY OR SEVERALLY. THE ASSOCIATION. THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

6.2 REMEDIES. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS. CONDITIONS OR RESTRICTIONS HEREIN, ANY PERSON OWNING ANY REAL PROPERTY IN THE ADDITION SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF, THE DEVELOPER OR THE ASSOCIATION, IF THE PREVAILING PARTY, SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS FEES TO BE TAXED AS COSTS.

6.3 SPECIAL ASSESSMENTS. 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 TO ENTER UPON SAID PARCEL AND TO REMEDY THE VIOLATION. THE COST FOR CURING THE VIOLATION SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE FORECLOSED AS CONTAINED HEREIN.

6.4 NO WAIVER. THE FAILURE OF THE 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.

6.5 WAIVER OF RIGHT OF RECOVERY. EACH OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE FOR THE RISK OF BODILY INJURY AND PHYSICAL LOSS OR DAMAGES OF ANY KIND TO HIS AND HIS INVITEES' PERSONAL PROPERTY. INCLUDING. BUT NOT LIMITED TO. ANY PERSONAL PROPERTY STORED OR LOCATED ON PROPERTY WITHIN THE SUBDIVISION AND WITH RESPECT TO HIS HOME. THE ASSOCIATION AND EACH OWNER HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH THEY MAY HAVE AGAINST ANY OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, THE DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGE TO THE LOTS, OR THE HOMES,, OR TO ANY PERSONAL PROPERTY LOCATED IN THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY FIRE, FLOOD OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE, ALL SUCH POLICIES SHALL CONTAIN WAIVERS OF THE INSURER'S RIGHTS TO SUBROGATION AGAINST ANY OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

6.6 SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS. WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

6.7 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBDIVISION OR ANY IMPROVEMENT IN THE SUBDIVISION, THE SUFFICIENCY OF UTILITIES, THE STORMWATER MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION THE COMMON AREAS AND INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

6.8 BINDING EFFECT; AMENDMENTS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS

A. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY DEVELOPER 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 A CONSENT TO THE RESERVATION OF, THE POWER TO DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT THE TURNOVER DATE.

B. IN GENERAL. AFTER THE TURNOVER DATE, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE TOTAL VOTES OR BY AN INSTRUMENT EXECUTED BY ONE OR MORE OWNERS OF AT LEAST TWO-THIRDS (2/3RDS) OF THE LOTS; EXCEPT THAT (I) THE PROVISIONS OF THIS PARAGRAPH MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DEVELOPER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DEVELOPER. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

C. THE DEVELOPER/OWNER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME, SO LONG AS IT IS AN OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED AND FILED IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY, OKLAHOMA.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, CLEAR CREEK LAND AND CATTLE CO., LL OWNERS OF CEDAR SPRINGS PLATTED HEREOF, HEREBY	.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, BEING THE SOLE APPROVES THE FOREGOING DEED OF DEDICATION.
THIS 27 DAY OF FEB	_ , 2008.
	CLEAR CREEK LAND AND CATTLE CO., L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY
STATE OF OKLAHOMA) SS.	Frank RATLIFF, MEMBER

COUNTY OF THE) BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IS AND FOR SAID COUNTY AND STATE, ON THIS DAY OF CATTLE CO., L.L.C.) KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS THE MAKER OF THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE ASCRIBED THE SAME AS HIS FREE VOLUNTARY ACT AND DEED OF SUCH CLEAR CREEK LAND AND CATTLE CO., L.L.C., FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES

CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS CEDAR SPRINGS, A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND IS IN CONFORMANCE WITH THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS ZOTH DAY OF FEBRUARY, 2008. $\leq m \cdot n$ KEVIN M. NEWLUN OKLAHOMA REGISTERED LAND SURVEYOR #1289 BENCHMARK SURVEYING AND LAND SERVICES, INC.,

STATE OF OKLAHOMA COUNTY OF TULSA

AND INCLUDING 200 3

PLAT OF CEDAR SPRINGS.

RE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 20TH OF FEDRUARY . 2008, PERSONALLY APPEARED KEVIN M. NEWLUN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

MY COMMISSION EXPIRES: CERTIFICATE OF COUNTY TREASURER

COUNTY TREASURER OF ROGERS COUNTY, OKLAHOMA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT. DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID TO

DATED THIS 27 DAY OF Feb

ROGERS COUNTY METROPOLITAN, PLANNING COMMISSION APPROVAL I, MAGON NO COUNTY DIRECTOR OF THE CITY OF CLAREMORE/ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION, DO HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE

Cart Benfertin Beder

COUNTY TREASURER

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

THE ROGERS COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT! FOR THE USE OF PUBLIC WATER SYSTEMS AND ON SITE SEWER SYSTEMS ON THIS ______ DAY OF _______, 2008

ENVIRONMENTAL PROGRAM SPECIALIST DEPARTMENT OF ENVIRONMENTAL QUALITY

ACCEPTANCE OF DEDICATION OF BOARD OF COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ROGERS COUNTY, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE ATTACHED PLAT OF CEDAR SPRINGS IS HEREBY ACCEPTED AND THAT THE BOARD WILL ASSUME MAINTENANCE OF DEDICATED PUBLIC ROADS PROVIDING ALL CONSTRUCTION REQUIREMENTS ARE FULFILLED PRIOR TO THEIR ACCEPTANCE OF DEDICATED ROADS BY THE BOARD OF COMMISSIONERS. THE COUNTY COMMISSIONERS SHALL HAVE ADEQUATE ASSURANCE BY THE DEVELOPER THAT THE ROADS WILL BE BUILT ACCORDING TO REQUIREMENTS. THOSE ASSURANCES SHALL INCLUDE, BUT NOT LIMITED TO, LETTERS OF CREDIT, BONDS, LETTERS OF ESCROW, OR OTHER ITEMS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD SHALL SIGN THE PLAT AND NOTE ON THE PLAT THAT "ROADS WILL BE MAINTAINED BY THE COUNTY".

Dan De Royei CHAIRMAR! BOARD OF COMMISSIONERS APPROVED BY THE BOARD OF COUNTY COMMISSION RESOURCE STOURTY, OKLAHOMA, DAY OF MALE TOOR.

__KEBI FITTS

My Commission expires 4/15/200

KEVIN M.

NEWLUN

1289

URLAHOMA

TREAG'

Cedar Springs February 18, 2008 SHEET 2 of 2