

## **AMENDED COVENANTS AND RESTRICTIONS**

### **THE BRADFORDS OF SILVER CREEK THE WILLOWS OF SILVER CREEK THE VILLAGES OF SILVER CREEK**

#### **KNOW ALL PERSONS BY THESE PRESENTS;**

WHEREAS, SILVER CREEK DEVELOPMENT OF OWASSO, LLC (the "Developer") is the sole owner of the following described real estate situated in Tulsa County, State of Oklahoma, to wit:

A tract of land being a part of the East One-Half (E/2) of Section Twenty-one(21), Township Twenty-one (21) North, Range Fourteen (14) East of the IB&M, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

WHEREAS, the Developer has caused the above described real estate to be surveyed, Platted, and staked into lots, blocks, streets, and easements in conformity with a written plat of the above described real estate recorded in the office of the County Clerk of Tulsa County, Oklahoma (the "Plat") which has been therein designated and named "Silver Creek", an addition to the City of Owasso, Tulsa County, Oklahoma (the "Addition"); and

WHEREAS, the Developer desires to dedicate for public use certain portions of the Addition and desires to establish a compatible system of development for the Addition in order to preserve and enhance the distinctive natural beauty and character of the Addition by the creation and enforcement of development standards.

#### **DEDICATION**

NOW, THEREFORE, the Developer does hereby dedicate for public use forever, the streets, easements, and rights-of-way as shown on the Plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all streets, public utilities, including storm and sanitary sewers, telephone lines, cable television lines, electric power lines and transformers, gas lines, and water lines, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in the streets shown on the Plat. No building, structure or other above or below ground obstruction that will interfere with purposes aforesaid will be placed, erected, installed, maintained, or permitted upon the easement, or rights-of-way as shown on the Plat provided that, however, the Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water, sewer and other lines together with the right of ingress and egress over, across and along all strips of land included within the easements and rights-of-way shown on the Plat, for the furnishing of water, sewer, and other services to the Addition.

The Developer hereby relinquishes all right of ingress and egress to the Addition within the bounds designated as "Limits of No Access" ("LNA") as reflected on the Plat, except as may hereafter be released, altered, or amended by the City of Owasso, Oklahoma or its successor or except as may be otherwise provided by the statutes and the laws of the State of Oklahoma pertaining thereto.

## AMENDED COVENANTS AND RESTRICTIONS

### COVENANTS AND RESTRICTIONS

NOW, THEREFORE, the Developer for the purposes of providing an orderly development of the Addition and for the purpose of insuring adequate restrictions for the mutual benefit of the Developer, its successors and assigns and the City of Owasso, Oklahoma, does hereby impose the following covenants and restrictions upon all real estate within the Addition, to wit:

1. **LOT USE.** Lots within the Addition shall be only used for residential, single-family purposes. No lot shall be used for business, commercial, professional, or manufacturing purposes provided that, however, this prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot within the Addition that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Addition or to property adjacent to the Addition.
2. **DWELLINGS.** No structure of a temporary character shall be used as a residence with the exception of a temporary sales office that may be used by the Developer. No mobile home or dwelling structure shall be moved into or be present in the Addition. The following standards shall apply to all dwellings constructed in the Addition:
  - A. **DWELLING SIZE.** All dwellings shall have a minimum living space of at least 2100 square feet. Dwellings in excess of a single story shall have a minimum living space of 1200 square feet at the lower level. No dwelling shall have more than two (2) stories. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, garages, basements and attic area used for storage.
  - B. **MASONRY.** All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick, stone, or stucco type material provided that, however, the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, such exterior covering shall extend to the ground line so that the foundation shall be completely concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the Board of Directors of the Silver Creek Home Owners Association (hereinafter referred to as the Board of Directors).
  - C. **GARAGES.** All dwellings shall have attached garages suitable for accommodating at least two (2), but not more than five (5) standard size automobiles. All garages shall be accessed by an overhead garage door or doors. No glass, plastic, or other transparent material shall be permitted for use in the overhead garage door(s).
  - D. **DRIVEWAYS.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than fourteen (14) feet in width.

## AMENDED COVENANTS AND RESTRICTIONS

- E. CHIMNEYS. The exterior of all chimneys shall be one hundred percent (100%) masonry veneer or stucco type material and must conform to the exterior of the dwelling.
  - F. ROOF PITCH. The roof of the dwelling shall have a pitch of at least 6/12 over seventy-five percent (75%) of the total roof area, and none of the roof area shall have a pitch of less than 3/12.
  - G. ROOF MATERIAL. All roof material shall be twenty-five (25) year fire-halt laminate shingle, "Weatherwood" in color. Standard composition shingles are not acceptable.
3. CERTIFICATE OF APPROVAL. No building shall be erected or materially altered on any lot in the Addition until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plan showing the location and facing of the building have been approved in writing by the Developer, which approval shall be indicated by the certificate signed and acknowledged by an authorized officer or agent of the Developer. The purpose of such approval shall be to promote good design and compatibility within the Addition and the Developer in its review of the plans, specifications, exterior color scheme, material and plot plan for any building 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 Developer shall not be liable for any approval or disapproval and its approval of building plans shall not constitute a warranty or create any responsibility or liability for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval by the Developer of building plans shall not be deemed a waiver of any restriction or covenant herein contained. The provisions of this paragraph requiring approval by the Developer shall cease, terminate, and be of no further force or effect upon filing of a document by the Developer in the Tulsa County Clerk's office that such approval may thereafter be obtained by or from the Board of Directors of the Silver Creek Home Owners Association (as hereinafter defined).
4. OUTBUILDINGS. All tool sheds, hobby rooms, or other outbuildings shall be erected on permanent foundations and shall conform to the basic architectural styling of the dwelling and shall satisfy the masonry and roof material requirements of paragraph 2. The design and precise location of any outbuilding must be approved, in writing by the Board of Directors prior to the construction thereof.
5. FENCES. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum setback lines established herein. No fence shall be erected on any lot closer to any street than the exterior lines of the main structure without the written approval of the Board of Directors, and no fence on any lot shall exceed six (6) feet in height. No chain link fences shall be permitted without the written permission of the Board of Directors. Nothing herein contained shall,

## AMENDED COVENANTS AND RESTRICTIONS

- however, preclude or prevent the use of evergreens or other shrubbery for landscaping purposes.
6. **SIDEWALKS.** Upon the construction of a dwelling upon a lot, the owner of such lot constructing such dwelling shall then be responsible for the construction of a sidewalk paralleling the street or streets adjacent to such lot in conformity with the subdivision regulations of the City of Owasso, Oklahoma.
  7. **ANIMALS.** No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) dogs, cats or other household pets and the suckling young of said animals. 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. All animals must be fenced in or kept on a leash. All dogs must be sufficiently trained or restrained such that they refrain from loud or obnoxious barking that may be offensive to neighbors. Animal shelters shall be screened from view from any street unless built in conformity with the requirements for outbuildings herein set forth.
  8. **STORAGE.** No outside storage or keeping of building materials, tractors, mowers, equipment implements, or salvage shall be permitted within the Addition. Building materials may be stored for a period of thirty (30) days prior to the start of construction of a dwelling. Construction of dwellings shall be completed within nine (9) months after the pouring of the footing.
  9. **VEHICLES, MOTORCYCLES.** No vehicle, motorcycle, motor bike, camper, trailer, or boat whether or not operable (collectively referred to as "Vehicles") shall be kept, parked, or stored on or adjacent to any lot, except in a garage or other area screened from view behind the setback lines, for more than forty-eight (48) hours during any seventy-two (72) hour period; provided that, however, nothing herein shall prohibit the parking of passenger vehicles on the surfaced driveway. Vehicles shall not be kept, parked or allowed to stand on the yard. Residents' vehicles shall not be parked in any street.
  10. **ANTENNAE.** No television, radio, or other antennae or reception devices shall be constructed or maintained on any lot or on any structure on a lot except digital or KU band satellite dishes within FCC guidelines (FCC 96-328).
  11. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except (1) one sign of not more than five (5) square feet advertising the sale or rent of said property, (ii) signs used for the purpose of campaigning for a result in a political election or issue, or (iii) signs maintained by a builder to advertise the property during the construction and sales period, unless approved in writing by the Board of Directors.
  12. **SETBACK LINES.** No building, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the setback lines provided herein or as shown on the Plat. Unless otherwise provided by easement or by the setback lines shown on the Plat, the minimum building setback

## AMENDED COVENANTS AND RESTRICTIONS

lines shall be:

Front yard:	25 feet
Side yard:	5 feet
Other side yard:	10 feet
Back yard:	20 feet

The side yard building setback line applicable to each corner lot (one which is abutted on two (2) sides by a street) shall be 20 feet. Furthermore, the setback lines for any lot may be altered by the Board of Directors upon obtaining appropriate permission from the Board of Adjustment of the City of Owasso.

13. **DRAINAGE EASEMENTS.** No buildings, outbuildings, structures, trees, shrubs, or other vegetation shall be placed in drainageway easements as reflected on the Plat, except grasses normally used for lawn purposes. No alteration of grade or obstruction shall be constructed, placed, or permitted to remain in any of the designated drainageway easements that would hinder or restrict the free and voluntary flow of stream water from its intended passageway. Detention easement and park areas are to be maintained by the Home Owners Association.
14. **ELECTRIC, GAS AND COMMUNICATION SERVICE.** In connection with the installation of electric service and telephone and cable TV ("communication") services, all lots are subject to the following:
  - A. Overhead pole lines for the supply of electric and communication services shall be located along the North perimeter of the Addition. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines shall be located underground in the streets and easements reserved for general utility services as shown on the Plat. Services pedestals and transformers as sources of supply at secondary voltages may also be located in said easements.
  - B. Except to dwellings on lots located along the south perimeter of the Addition which may be served from overhead service lines, underground electric, gas and communication service cables to all dwellings in the Addition may be run from the nearest supply line, service pedestal, or transformer to a point of usage determined by the location and construction of such dwellings, provided that, upon the installation of such service cables to a particular dwelling, the suppliers of electric and communication services shall thereafter be deemed to have a definitive permanent, effective and exclusive right-of-way easement on said lot covering a five (5) foot strip extending two and one-half (2.5) feet on each side of such service cable(s), running from the service pedestal or transformer to the service entrance on the dwelling.
  - C. The suppliers of electric, gas and communication services, through their proper agents and employees, shall at all times have the right of access to all such easements shown on the Plat or provided for herein, for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, gas, or communication services so installed by

## AMENDED COVENANTS AND RESTRICTIONS

such supplier.

- D. The owner of each lot shall be responsible for the protection of the underground electric, gas and communication facilities located on his lot, and shall prevent the alteration of grade and any construction activity which may interfere with said facilities. The suppliers of each such service will be responsible for ordinary maintenance of underground electric, gas and communication facilities, but the owner will pay for the damage to or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
  - E. The foregoing covenants concerning underground electric, gas and communication facilities shall be enforceable by the suppliers of same and the owner of each lot agrees to be bound hereby.
15. **WATER, SANITARY SEWER.** Owners shall be responsible for ordinary maintenance of public water mains and sanitary sewer facilities located on their lots and shall prevent the alteration of grade in excess of three (3) feet from the original contours and any construction activity which may interfere with said facilities. Said alteration of grade restriction shall be limited to easement areas.

The City of Owasso, Oklahoma shall be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay for damage to or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

The City of Owasso, Oklahoma or its successors shall have the right of access with its equipment to all easements shown on the Plat, for the purposes of installing, maintaining, removing, or replacing any portion of the underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Owasso, Oklahoma or its successors, and the owner of each lot agrees to be bound hereby.

16. **LANDSCAPE AND PAVING REPAIR.** The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within utility easements and rights-of-way damaged as a result of repairs to or replacement of water, sanitary sewer mains, electric, natural gas, or communication services. 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 rights-of-ways. If it is determined by the municipality that any trees or shrubbery located within said easements or rights-of-ways are damaging or endangering utilities in said easements or rights-of-ways, the City shall have the right to remove said trees or shrubbery on five (5) days notice thereof at the lot owner's expense, or within such the lot owner may remove same.

## AMENDED COVENANTS AND RESTRICTIONS

17. SANITARY DISPOSAL. No outside toilets shall be allowed in the Addition and all sanitary facilities must comply with local and state health requirements.
18. WASTE. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All refuse and waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly condition. Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers shall be screened from roadway view and must be removed from the curbside within eighteen (18) hours after refuse collection vehicles empty the containers.
19. NUISANCE. No noxious or offensive trade or activity shall be carried upon any lot, Common area or Park area and nothing shall be done thereon which may be or become an annoyance or nuisance to residents of the Addition. **Specifically, no motorized vehicles, other than maintenance vehicles, shall be permitted in the Park, common, detention, or drainage areas.**
20. **SODDING, LANDSCAPING, LAWN CARE, AND GENERAL MAINTENANCE.**
  - A. Each lot must be sodded to the full extent of its front and side yards.
  - B. A professionally installed landscape package must be installed upon the completion of each home in a manner satisfactory to the Board of Directors.
  - C. Each lot must be kept neatly mowed, trimmed, edged, and weeded at regular intervals so as to keep the appearance of the home clean, neat and orderly.
  - D. The exteriors of all homes must be kept in a well-maintained state, including the re-painting of wood surfaces as necessary.
  - E. The owner(s) of each lot with a gaslight in the front yard shall be responsible for maintaining the gaslight and fixture. The owner(s) may remove the gaslight or replace the gaslight with electric lights. Gaslights are NOT required for new home construction.
  - F. No above ground swimming pools will be permitted, however saunas or hot tubs shall be permitted not to exceed 8' x 8' in size.
21. GAS STREET LIGHT OPERATION AND MAINTENANCE. Oklahoma Natural Gas Company is responsible for maintenance, and the Association is on a regular billing cycle with ONG directly. When there are no longer gas street lights in place, this paragraph is null and void.

## AMENDED COVENANTS AND RESTRICTIONS

### 22. HOME OWNERS ASSOCIATION

#### A. FORMATION OF HOME OWNERS ASSOCIATION.

The Owner/Developer has caused to be formed the Silver Creek Home Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity established in accordance with the statutes of the State of Oklahoma, formed and responsible for maintaining the common areas and enhancing the value, desirability, and attractiveness of Silver Creek.

#### B. MEMBERSHIP.

Every person or entity who is a record owner of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. **The acceptance of a deed to a lot shall constitute acceptance of membership in the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.**

#### C. COVENANT FOR ASSESSMENTS.

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agrees to pay the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of the first lot within Silver Creek. **An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.**

#### D. CERTAIN RIGHTS OF THE ASSOCIATION.

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

23. **ENFORCEMENT.** **Enforcement to restrain or to recover damages for violation of these covenants and restrictions may be brought by the Association, Board of Directors, or by an owner of any lot, whether acting jointly or individually.** The Association or Board of Directors shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise. In any action to enforce these covenants and restrictions, the prevailing party shall be entitled to an award of attorneys' fees.

24. **REMEDIES.** If any person shall violate or attempt to violate any of the covenants 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 prevailing party shall be entitled to an award of attorneys' fees to be taxed as cost.

## **AMENDED COVENANTS AND RESTRICTIONS**

25. **NO WAIVER.** The failure of the Board of Directors or Association or of any successor in title to enforce any given restriction or covenant at any time shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these covenants and restrictions.
26. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions shall not affect any of the other provisions, which shall remain in full force and effect.
27. **DURATION.** Except as specifically otherwise limited herein, the covenants and restrictions herein contained shall remain in full force and effect for period of twenty (20) years from the date hereof and shall be automatically renewed and continued thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.
28. **BINDING EFFECTS; AMENDMENTS.** These covenants and restrictions are to run with the land and shall be binding upon all parties becoming owners of lots within the Addition and all persons residing within the Addition. These covenants and restrictions, with the exception of the provisions of paragraphs 14 and 15 above, may be amended, modified, changed, or cancelled by a written instrument executed and acknowledged by the Developer so long as it owns any lot within the Addition, with such amendment, modification, change, or cancellation to be effective upon recording of such instrument in the office of the Tulsa County Clerk. Furthermore, the remaining covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of seventy-five percent (75%) of the lots within Silver Creek. The provisions of such instrument shall be effective from and after the date it is properly recorded in the land records of the Tulsa County Clerk.