

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE CREEKS AT WIMBERLEY ADDITION**

THIS DECLARATION dated 31 st day of May 2005 by Methvin Enterprises, Inc., an Oklahoma corporation having a mailing address of 5525 S.E. 104th Street, Oklahoma City, OK 73165 [Declarant].

RECITALS

A. Declarant owns a 28.49 acre tract of land, more or less, located in Cleveland County, Oklahoma. The tract [hereinafter called the "Property"] consists of all the land described on Exhibit A attached hereto and made a part hereof and shown on the subdivision plat entitled "The Creeks at Wimberley Addition, Section 1" recorded in Book 20 of Plats at Page 132 in the office of the County Clerk of Cleveland County, Oklahoma.

B. Declarant desires to subject the Property, and the Lots located therein (the "Lots") to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability for the Property and the Lots.

C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, and Restrictions set forth below.

**ARTICLE I
COVENANTS, CONDITIONS AND RESTRICTIONS**

1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. No Lot within this subdivision shall contain more than one single-family dwelling. It is the intent of this covenant to prevent the re-subdivision of any Lot in any manner that would result in the construction of more dwellings than allowed by city ordinance.

2. No building or outbuilding shall be erected, placed or altered on the Property until the plans and specifications showing the nature, kind, shape, height, materials, color, location, roofing design, etc have been submitted to and approved in writing by Declarant. Declarant shall consider applications for approval of plans and specifications, etc, upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed building, alteration or addition will insure conformity and harmony in exterior design and appearance; based upon factors to include: quality of workmanship, nature and durability of materials, harmony of external design with existing buildings, choice of colors, changes in topography, grade elevation and/or drainage; factors of public health and safety and the suitability of building, addition or alteration taking into account the general aesthetic values of the surrounding area. Should Declarant take no action on the plans (neither approving, denying nor requesting modifications) within thirty days (30) from its receipt of the complete plans, the submitted plans are presumed approved and this covenant shall be deemed to have been fully complied with.

3. A single family dwelling shall not exceed two (2) stories in height. Each dwelling must have a minimum two (2) car attached garage. The ground floor area of the dwelling, exclusive of covered and open porches and garages, shall not be less than 1700 square feet for a one-story dwelling house, and not less than 1500 square feet on the ground floor for a dwelling of more than one story.

4. All dwellings must be built with pier and grade construction. Any exposed concrete wall shall be stained in a color similar to the brick, stone or masonry walls.

5. All fireplace flues or chimneys located on the exterior of the dwelling shall be covered with brick, stone or masonry. The portion of an interior fireplace flue or chimney which protrudes through the roof shall be enclosed with brick, stone, masonry, wood or vinyl.

6. No dwelling shall be located on a Lot nearer to any street than the minimum building setback lines for the Lot as shown on the Plat therefore. Furthermore, the following minimum building setback shall be observed (1) minimum 5 foot setback from side Lot line and (2) minimum 20 foot setback from rear Lot line. All driveways must be made of concrete.

7. The principal exterior of a dwelling shall be at least seventy-five (75%) percent brick, stone and/or masonry exclusive of eaves, fascia, gables, doors, windows and garage doors, and the balance of the exterior may be of frame, wood, vinyl siding, or other material which will blend together with the masonry. Any deviations from the above must be approved in advance by the Declarant.

8. All roofing (initial and/or replacement) shall be wood or laminated composition, and be of a weathered wood color and appearance. Any deviation from the above must be approved in advance by the Declarant. Such roofing shall have a twenty-five year warranty. Each roofline on a dwelling and/or outbuilding shall have an 6/12 pitch.

9. A dwelling shall be of new construction, and no dwelling (new or used) may be moved from another area into the subdivision. Mobile homes of any kind shall not be placed or parked on a Lot, either permanently or temporarily.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. A garage may not be converted for use as a residence or dwelling.

11. An outbuilding shall (a) be of new construction and built on-site; (b) have a concrete floor; (c) have a minimum size of 200 square feet and a maximum size of 500 square feet; (d) a roof peak that does not exceed 16 feet high (e) be located behind the front building line of the dwelling on the Lot; (f) conform with the dwelling existing on the Lot as to roof pitch, construction, and roofing material; (g) not have siding consisting of asphalt shingles and/or imitation brick and (h) have an exterior color scheme that matches the color scheme of the dwelling on the Lot and/or is white, tan or light gray. A new steel-type building may be built as an outbuilding if it complies -with the above conditions (a) through (g), except that a steel building does not have to match the required roof pitch.

12. Each dwelling shall have a wrought iron mailbox. The wrought iron mailbox shall be freestanding and a style consistent with the mailboxes on Lots within this Plat.

13. No window type air conditioners shall be installed in any premises.

14. No above-ground pool shall be placed on a Lot.

15. No business, trade or activity shall be carried on upon any Lot. No noxious or offensive activity shall be carried out upon a Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

16. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

17. No sign of any kind shall be displayed on a Lot, except the following (a) one professional sign of not more than one square foot in size; (b) one sign advertising the property for sale or rent of not more than five square feet in size; (c) signs used by a builder or advertise the property during construction and sale.

18. No truck, bus, commercial vehicle or recreational vehicle of any kind exceeding one ton shall be parked or permitted to remain on the driveway of a Lot or street except for such period of time as may be reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. It is the intent of this requirement that the owners and occupants of dwellings not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such Lot.

19. Driveways shall not be used for long term storage of such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored on the premises, shall be stored inside a storage building or placed behind a fence on a concrete surface so the stored item is not visible from any portion of the subdivision other than the Lot on which it is stored.

20. No fencing shall be installed on the front portion of any Lot between the front Lot boundary and the front building setback line. All fencing done on the front portion of a Lot between dwellings and side Lot lines on any corner Lot facing a street must be of stockade, brick, rock or wrought iron. In addition, all fencing shall be stockade, brick, rock, wrought iron, or other type approved by Declarant. No chain link fencing is permitted.

21. All utility services to any Lot within the subdivision shall be underground. All propane tanks must be buried underground.

22. Any ham radio antenna shall be placed on a Lot so that it cannot be seen from the front of the property, and so it is not more than 10 feet higher than the top of any outbuilding. Any television antenna must be located in the attic of a dwelling. A satellite antenna is limited to one per Lot, with a maximum 24 inch diameter.

23. Each Lot owner shall continuously maintain the landscaping on the Lot, including mowing, planting and maintaining shrubs and trees.

24. Prior to occupancy of a dwelling, the owner of the Lot or the builder must at its cost, install complete grass sodding on the front portion of said Lot between the front Lot boundary line and the front of the dwelling. If the Lot is a corner Lot, the side adjacent to the street shall also be sodded between the property line and the side of the dwelling or minimum building setback line.

25. At such time (initially or at a later date) as any portion of any unit is painted or stained, the color used shall harmonize with the existing structures in the addition at all times.

26. A culvert placed on a Lot shall be of concrete constitution at both ends.

27. A Lot owner shall be responsible for all small drainage channels, emergency overflows, and other swells on the Lot which are important to abutting properties, but are not part of the drainage systems maintained by a public authority or utility company. The Lot owner shall keep the easements, channels, and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales. The Lot owner shall provide continuing maintenance of the easements, channels or swales except for those for which a public authority or utility company is responsible. The Lot owner shall maintain and leave in place any drainage ditch on the Lot. Each Lot owner with a creek on or adjoining the Lot shall keep such drainage areas open and clear of obstructions.

28. Notwithstanding any provision contained herein, all Lot owners must comply with all ordinances of the City of Moore relating to this addition.

29. Covenants, conditions and restrictions numbered 1 through 28 above (the Covenants) shall run with and bind the Property and shall be enforceable by the Declarant and by the owners of all or any portion of the Property until the 10th anniversary of the date of this Declaration, and thereafter for successive 10 year periods. Any amendment or modification to the Declaration shall require a written declaration signed and acknowledged by the then record owners owning 75% of the Lots. Any such amendment or modification shall become effective upon the recordation of the amending instrument in the office of the County Clerk of Cleveland County, Oklahoma.

30. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Cleveland County, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

31. If any Lot owner violates any of the covenants herein, it shall be lawful for any other Lot owner to enforce the Covenants by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

ARTICLE II GENERAL PROVISIONS

1. The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only to be signed by Declarant, the owner of additional land described in the supplement, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Paragraph 1 herein are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described by Paragraph I herein.

2. Declarant shall have the right, by a "Special Amendment" instrument duly recorded in Cleveland County, Oklahoma, which need only be signed by Declarant to modify the provisions of this Declaration if the modification is required by the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran' s Administration, or any successor agencies thereto as a condition of approval by such agency of the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes under the applicable program. Consent to said modification by any Lot owner or the holder of any mortgage or lien on such owner's Lot shall not be required, even though the modification relates to portions of the Property no longer owned by Declarant. A "Special Amendment" as described herein shall not affect or impair the lien of any first mortgage upon a Lot or any warranties made by an owner to a first mortgagee in order to induce any of the foregoing agencies to make, purchase, insure or guarantee the first mortgage on said Lot.

3. The invalidation of any of the provisions of this Declaration by judgment or Court order shall not affect any of the other provisions, all of which shall remain in full force and erect.

4. Each conveyance of a Lot, or of any interest in the Lot, by Declarant, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

Signed by Jerl Methvin, President of Methvin Enterprises, Inc., Declarant.

EXHIBIT : A LEGAL DESCRIPTION [metes and bounds legal description purposely omitted]

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