



## FIRST AMENDMENT TO DEED OF DEDICATION FOR HOLLOW CREEK

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF TULSA        )

The undersigned, being DEVELOPER of Hollow Creek, an Addition to the City of Collinsville, Tulsa County, State of Oklahoma, according to the recorded Plat thereof ("Hollow Creek"), and by these presents do hereby amend certain provisions contained in the Deed of Dedication dated June 13, 2007, and recorded August 2, 2007, Plat No. 6139 ("Declarations"), as follows:

- A. Section II, Paragraph A, Section 1.5 "Outbuildings", is hereby deleted in its entirety and replaced, in lieu thereof, with the following new Paragraph 1.5:

1.5 Outbuilding: All plans for tool sheds, hobby rooms, or other outbuildings shall be approved by the Developer, in writing prior to construction; shall have a minimum of 160 square feet; and shall conform to the basic architectural styling of the dwelling, including masonry requirements. All such outbuildings shall be shingled with the same color and type of shingle as the dwelling. No garage or outbuilding on any Lot shall be used as a residence or living quarters. Further, no detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot without the prior written consent of the Developer. No building of any type shall be moved onto any Lot or Common Area without the Developer's (or the Association's, after the turnover date) prior, written consent.

- B. Section II, Paragraph B, Section 2.10 "Vehicles and Motorcycles", is hereby deleted in its entirety and replaced, in lieu thereof, with the following new Paragraph 2.10:

2.10 Vehicles and Motorcycles. Except as provided herein, no vehicle, motorcycle, motor bike, camper (pop-up or otherwise), trailer (including, without limitation, goosenecks and livestock trailers and car haulers), boat, all terrain vehicle (ATV) or recreational vehicle (RV) or similar vehicle or equipment, whether or not operable (collectively referred to as "Vehicles"), shall be kept, parked, stood or stored on any Lot, driveway, street or the Common Area, except in a garage or a detached building that the Developer or Association has approved in writing. Open or "flat bed" utility trailers of sixteen feet (16.0') or less which are used for the limited purpose of hauling yard debris or lawn equipment are allowed to be parked and/or stored behind the main residential structure on any Lot provided said trailer is placed on a concrete slab; Vehicles, however, shall not be kept, parked, stood or stored in the yard of any Lot or Common Area for any reason. Vehicles shall not be kept, parked, stood or stored in any street. Regular passenger vehicles, such as automobiles, passenger vans, SUV's, and commercial vehicles of ¾ ton or less are permitted to be parked in the driveway, provided such vehicles are to be parked over night and stored inside a closed

garage as set for herein. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 72 consecutive hours per week) on the driveway of a Lot for purposes of loading, unloading or washing said boat, trailer or RV.

- C. A new Section II, Paragraph B, Section 2.14 "No Above Ground Pools", shall be and is hereby adopted and added to the Declarations to read as follows:

2.14 No Above Ground Pools. No Above Ground Pools (temporary or permanent) shall be allowed on any Lot within Hollow Creek except for those currently constructed and operating as of the time of the recording of this First Amendment. For purposes of this prohibition, "Above Ground Pools" shall include any pool which sits on or is dug into the surface of the Lot less than six feet (6.0') below surface level. With respect to any Above Ground Pool currently constructed and operating, such pool shall be permitted to remain on the Lot and further said pool shall be removed from said Lot and shall not be reconstructed or replaced in the event said pool is removed or dilapidated and cannot be repaired without replacement of liner, pump or structural supports. Any permitted Above Ground Pool, once it becomes inoperable or dilapidated and cannot be repaired without replacement of liner, pump or structural supports, shall be removed from the Lot by the Lot Owner at its sole cost and expense.

- D. Section II, Paragraph B, Section 3.2 "Assessments", is hereby deleted in its entirety and replaced, in lieu thereof, with the following new Paragraph 3.2:

3.2 Annual Assessments: No assessments shall be assessed against any Lot owned by the Developer. The annual assessment on any Lot owned by any Owner other than Developer of a Lot in Hollow Creek, regardless of which phase the Lot is located within Hollow Creek, for 2010 and thereafter shall be Two Hundred Dollars (\$200.00) per Lot, the commencement of which is provided for in Article V, Section 5. The annual assessment on Lots owned by Owners (other than the Developer) may be increased by the affirmative vote of the Board of Directors of the Association upon thirty (30) days written notice to such Owners prior to the effective date of such increase. Provided, that any increase in the annual assessment greater than 50% from the previous years' annual assessment amount shall require the affirmative vote of a majority of those Owners of Lots in Hollow Creek who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.

- E. Section II, Paragraph E, Section 5.9 "Association May Take Action if Noncompliance by Owners: Compliance Expenditures", Section 5.10 "Rules and Regulations; Fines" and Section 5.11 "Initial Performance by Owner/Developer" are hereby added in their entirety:

5.9 Association May Take Action if Noncompliance by Owners; Compliance Expenditures: In the event of the failure by an owner of a lot to comply with any provision of this declaration and any standards in effect from time to time by the Association, after written notice to the owner of the lot mailed or delivered to the

owner at his or her last known address, shall be authorized to and shall have the power to take such action as the Association deems necessary or desirable to cause compliance with the provisions of this declaration or such standards, and with respect to such lot owner, all compliance expenditures shall be payable by such lot owner on demand by the association.

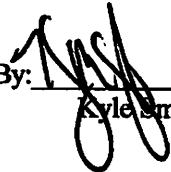
5.10 Rules and Regulations; Fines: The Association of its Board of Directors shall be authorized to and shall have the power to adopt and enforce rules and regulations to regulate use of the property. Each lot owner shall be obligated to comply with and to see that such lot owner's tenants, guests and invitees comply with any such rules and regulations. Additionally, the Association or its Board may from time to time provide for enforcement of any such rules and regulations and provisions of this declaration through reasonable and uniformly applied fines.

5.11 Initial Performance by Owner/Developer: The initial performance of the functions of the Association and the Board and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the Association herein for the purposes herein stated may be conducted by the Owner/Developer, or its assignee, in the lieu of the Association and/or the Board. Owner/Developer, or its assignee, shall transfer all of the foregoing rights and responsibilities to the Association or any successors thereto at any time on or before thirty (30) days following the sale of the last lot owned by the Owner/Developer, or its assignee. The Owner/Developer, or its assignee, may transfer such rights and responsibilities at such earlier date as it may so desire.

The provisions herein constitute the entire amendment of the Deed of Dedication for Hollow Creek. The Developer hereby expressly ratifies and confirm all remaining provisions of the Deed of Dedication as stated therein.

IN WITNESS WHEREOF, Smalygo Properties, Inc., an Oklahoma corporation, hereby approves and executes the foregoing First Amendment to Declaration of Covenants, Conditions, and Restrictions this 21st day of August, 2009.


Smalygo Properties, Inc.,  
an Oklahoma corporation,

By:   
\_\_\_\_\_  
Kyle Smalygo, President

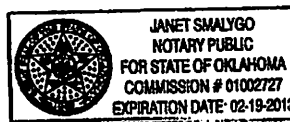
STATE OF OKLAHOMA    )  
                                  )  
COUNTY OF TULSA    )       ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of August, 2009, personally appeared Kyle Smalygo, President of Smalygo Properties, Inc., an Oklahoma corporation, to me proved to be the identical person, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said company for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2-19-13



SMALYGO PROPERTIES  
123 N. 7TH ST.  
Collinsville, OK 74021