

#07086208

DEED OF DEDICATION

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PLAT NO. 6139

HOLLOW CREEK
PART OF THE E/2 OF SECTION 27,
TOWNSHIP 22 NORTH, RANGE 13 EAST,
AN ADDITION TO THE CITY OF COLLINSVILLE,
TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

SMALYGO PROPERTIES INC, AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF COLLINSVILLE, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND IN THE EAST HALF (E/2) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE US GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4); THENCE S 88°48'29" W A DISTANCE OF 1320.34 FEET; THENCE S 01°16'58" E A DISTANCE OF 2643.24 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION TWENTY-SEVEN (27), S 88°49'05" W A DISTANCE OF 924.78 FEET; THENCE N 01°19'11" W A DISTANCE OF 2896.39 FEET TO THE CENTERLINE OF AN ELECTRIC TRANSMISSION LINE, THENCE N 35°13'18" E A DISTANCE OF 970.13 FEET; THENCE N 88°47'10" E A DISTANCE OF 1670.58 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-SEVEN (27), S 01°14'36" E A DISTANCE OF 1034.66 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 104.35 ACRES ±

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "HOLLOW CREEK", A SUBDIVISION IN THE CITY OF COLLINSVILLE, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS AND STREETS

THE UNDERSIGNED DEVELOPER DEDICATES TO THE PUBLIC USE FOREVER, STREET RIGHT-OF-WAY AS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWER, TELEPHONE LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, PROVIDED HOWEVER, THAT THE OWNERS RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SANITARY SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG ALL STRIPS OF LAND INCLUDED WITHIN THE EASEMENTS SHOWN ON SAID PLAT, BOTH FOR THE FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT, AND NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIGNS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. LIMITS OF NO ACCESS

THE OWNERS HEREBY RELINQUISH RIGHTS OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA), AND SHOWN ON THE PLAT, EXCEPT AS MAY BE HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE CITY OF COLLINSVILLE AND APPROVED BY THE COLLINSVILLE PLANNING COMMISSION OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT SHALL BE ENFORCEABLE BY THE CITY OF COLLINSVILLE, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND THEREBY.

C. ELECTRIC, COMMUNICATION AND NATURAL GAS SERVICE

IN CONNECTION WITH INSTALLATION OF UNDERGROUND ELECTRIC, COMMUNICATION AND NATURAL GAS SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED ALONG EAST SIDE OF SAID ADDITION BY USE OF EXISTING POLES. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT WAYS RESERVED FOR THE GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY OF SECONDARY VOLTAGES, MAY BE LOCATED IN SUCH EASEMENTS WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION, MAY BE RUN FROM THE NEAREST SERVICES PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC, COMMUNICATION AND NATURAL GAS SERVICES SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICES PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE, THROUGH THEIR PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR NATURAL GAS SERVICES SO INSTALLED BY IT.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, GAS FACILITY OR WATER LINES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND NATURAL GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR NATURAL GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

6. THE FOREGOING COVENANTS CONCERN THE EXISTING PUBLIC SERVICE COMPANY OF OKLAHOMA (PSO) OVERHEAD TRANSMISSION LINE LOCATED IN RESERVES F AND G. NO VEGETATION, TREES, OR SHRUBS SHALL BE PLANTED ON AEP/PUBLIC SERVICE COMPANY OF OKLAHOMA'S RIGHT-OF-WAY WITHOUT ITS WRITTEN PERMISSION. NO PERMANENT OR TEMPORARY STRUCTURES, BUILDINGS, PLAYGROUND EQUIPMENT, NOR OTHER FIXED IMPROVEMENTS SHALL BE ERECTED IN THE AEP/PUBLIC SERVICE COMPANY OF OKLAHOMA RIGHT-OF-WAY. INGRESS AND EGRESS TO AEP/PUBLIC SERVICE COMPANY OF OKLAHOMA'S LINES AND RIGHT-OF-WAY ARE OF PRIMARY CONCERN. THEREFORE, ANY FENCES THAT COMPLETELY TRAVERSE THE WIDTH OF THE RIGHT-OF-WAY SHALL HAVE A 14 FT. GATE INSTALLED (ALONG WITH AN AEP/PUBLIC SERVICE COMPANY OF OKLAHOMA LOCK) FOR OUR ACCESS.

D. WATER, SANITARY AND STORM SEWERS

IN CONNECTION WITH THE PROVISIONS OF WATER, SANITARY AND STORM SEWER SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS AND THE PUBLIC STORM AND SANITARY SEWER FACILITIES LOCATED ON HIS LOT AND WITHIN THE DEPICTED UTILITY EASEMENT AREAS. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) INCHES FROM THE ORIGINAL CONTOURS OR FROM ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO THE EASEMENT AREAS.
2. WASHINGTON COUNTY RURAL WATER DISTRICT NO. 3, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND THE CITY OF COLLINSVILLE OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
3. WASHINGTON COUNTY RURAL WATER DISTRICT NO. 3, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY WASHINGTON COUNTY RURAL WATER DISTRICT NO. 3 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
4. THE CITY OF COLLINSVILLE, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF COLLINSVILLE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
5. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) APPROVED AEROBIC SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

E. RESERVE AREAS AND/OR COMMON AREAS

1. RESERVE AREAS AND/OR COMMON AREAS DESIGNATED ON THIS PLAT WILL BE DEEDED TO THE PROPERTY OWNERS ASSOCIATION OF HOLLOW CREEK (HEREINAFTER DEFINED), FOR THEIR USE AND BENEFIT. THESE AREAS SHALL BE TRANSFERRED TO THE PROPERTY OWNERS ASSOCIATION OF HOLLOW CREEK ON OR BEFORE THE COMPLETION OF THE LAST HOME CONSTRUCTED ON THE PROPERTY OF SMALYGO PROPERTIES, INC. RESERVE AREAS CAN BE USED FOR, BUT NOT LIMITED TO, STORM WATER DETENTION AND DRAINAGE FACILITIES, UTILITY EASEMENTS, SIGNAGE, COMMUNITY PARKS OR RECREATIONAL AREAS, WALKING TRAILS AND PEDESTRIAN USE.
2. IF A STORM WATER DETENTION OR DRAINAGE FACILITY IS CONSTRUCTED IN A RESERVE GRANT, THEN THAT RESERVE WILL BE DEEDED TO THE PROPERTY OWNERS ASSOCIATION AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATION OF THE CITY OF COLLINSVILLE, OKLAHOMA. NO WALL, FENCE, BUILDING OR OTHER STRUCTURES SHALL BE PLACED OR MAINTAINED IN THE DETENTION RESERVE AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE OR CONTOURS IN THE DETENTION RESERVE AREA UNLESS APPROVED BY THE CITY OF COLLINSVILLE, OKLAHOMA.
3. IF STORM WATER DETENTION OR DRAINAGE FACILITIES ARE CONSTRUCTED, THEY SHALL BE MAINTAINED BY THE OWNER, SMALYGO PROPERTIES INC. FOR ONE YEAR PRIOR TO THE TRANSFER OF THE PROPERTY TO THE HOLLOW CREEK PROPERTY OWNERS ASSOCIATION. THE PROPERTY OWNERS ASSOCIATION SHALL BE THEREAFTER RESPONSIBLE FOR THE MAINTENANCE WHICH SHALL BE PERFORMED IN THE FOLLOWING MANNER: (1) THE SIDE SLOPES SHALL BE MAINTAINED SMOOTH AT SLOPES NOT TO EXCEED 4:1 RATIO. (2) A COVER OF VEGETATION SHALL BE MAINTAINED ON ALL SLOPES. (3) VEGETATION SHALL BE WATERED AS NECESSARY TO MAINTAIN A VIGOROUS GROWTH. (4) THE FACILITY SHALL BE MOWED REGULARLY AS REQUIRED DURING THE GROWING SEASON. (5) ALL CONCRETE, RIP-RAP AND APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION. (6) OUTFLOW STRUCTURES SHALL BE KEPT FREE OF DEBRIS.
4. IN THE EVENT THE OWNER OF HOLLOW CREEK OR THE PROPERTY OWNERS ASSOCIATION SHALL FAIL TO ADEQUATELY AND PROPERLY MAINTAIN THE STORM WATER DETENTION FACILITIES THE CITY OF COLLINSVILLE, OKLAHOMA OR ITS DESIGNATED CONTRACTOR MAY ENTER THE AREA, PERFORM NECESSARY MAINTENANCE, AND THE COST OF SAID MAINTENANCE SHALL BE PAID FOR BY THE PROPERTY OWNERS ASSOCIATION.
5. IN THE EVENT THE PROPERTY OWNERS ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COLLINSVILLE, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COST SHALL BE A LIEN AGAINST EACH LOT IN THE SUBDIVISION.
6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF COLLINSVILLE, OKLAHOMA.

F. 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 MAINS, OR PUBLIC STORM SEWER. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY PUBLIC UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE RURAL WATER DISTRICT OR THE CITY OF COLLINSVILLE 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.

SECTION II. RESTRICTIONS AND COVENANTS

A. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

- 1.1 **DWELLINGS:** UNLESS WAIVED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

A. DWELLING SIZE

- (1) **THE ESTATES OF HOLLOW CREEK (LOTS 1-25, BLOCK 3; LOTS 1-15, BLOCK 4; LOTS 1-11, BLOCK 5; AND LOTS 1-4, BLOCK 6).** ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 2,000 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1,800 SQUARE FEET AT THE LOWER LEVEL AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 2,400 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.
- (2) **THE PASSAGE OF HOLLOW CREEK (LOTS 1-28, BLOCK 1 AND LOTS 1-10, BLOCK 2).** ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,200 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1,000 SQUARE FEET AT THE LOWER LEVEL AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 1,600 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.
- (3) **THE CROSSING OF HOLLOW CREEK (LOTS 29-46, BLOCK 1 AND LOTS 11-17, BLOCK 2).** ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,600 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1,400 SQUARE FEET AT THE LOWER LEVEL AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 2,000 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

- B. MASONRY: ALL DWELLINGS SHALL HAVE AT LEAST SEVENTY FIVE PER CENT (75%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE. THE FRONT EXTERIOR WALLS OF THE DWELLING SHALL BE 100% COMPRISED OF BRICK OR STONE 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. CORNER LOTS SHALL BE FULL MASONRY. 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 TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.
- 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 RESIDENCE.
- E. DRIVEWAYS: ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN SIXTEEN (16) 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 MADE OF PVC (SDR 35) PIPE. THE ENDS OF SUCH CULVERTS SHALL NOT EXTEND BEYOND THE HEADWALLS. THE DIAMETER OF SUCH CULVERTS SHALL BE APPROVED BY THE DEVELOPER'S ENGINEER AND SUCH CULVERTS SHALL BE CAREFULLY SET ON GRADE SO AS TO PERMIT THE FREE FLOW OF STORMWATER THROUGH THE CULVERT.
- F. MAILBOXES: ALL MAILBOXES SHALL EITHER BE (A) OF A UNIFORM STRUCTURE AND COLOR AND THAT IS APPROVED BY THE DEVELOPER, OR (B) MAILBOXES MUST BE MASONRY HEADWALL, IF ANY.
- G. ROOF PITCH AND MATERIALS:
- (1) THE ESTATES OF HOLLOW CREEK (LOTS 1-25, BLOCK 4; LOTS 1-24, BLOCK 5; AND LOTS 1-3, BLOCK 6). THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 10/12 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 WOOD.
- (2) THE PASSAGE OF HOLLOW CREEK (LOTS 1-7, BLOCK 3 AND LOTS 1-19, BLOCK 1). 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 WOOD.

(3) THE CROSSING OF HOLLOW CREEK (LOTS 8-15, BLOCK 3; LOTS 20-23, BLOCK 1; AND LOTS 1-21, BLOCK 2). THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 10/12 OVER 75 PERCENT OF THE TOTAL ROOF AREA, AND NONE OF THE ROOF AREA SHALL HAVE A PITCH OF LESS THAN 8/12. ROOF MATERIALS SHALL BE HERITAGE II OR EQUAL COMPOSITION SHINGLES AND SHALL BE DARK EARTH TONE IN COLOR TO RESEMBLE WEATHERED WOOD.

H. SODDING AND 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 BE FULLY SODDED. 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 BE FULLY SODDED ON FRONT YARD, 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.

1.2 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.

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.

1.3 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:

THE ESTATES

FRONT YARD: 40 FEET
SIDE YARD: 8 FEET
OTHER SIDE YARD: 12 FEET
BACK YARD: 35 FEET

THE PASSAGE

FRONT YARD: 35 FEET
SIDE YARD: 8 FEET
OTHER SIDE YARD: 12 FEET
BACK YARD: 35 FEET

THE CROSSING

FRONT YARD: 40 FEET
SIDE YARD: 8 FEET
OTHER SIDE YARD: 12 FEET
BACK YARD: 35 FEET

- 1.4 **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 MAIN STRUCTURE WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER, AND NO FENCE ON ANY LOT SHALL EXCEED SIX (6) 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 (1) A "WOOD POST AND RAIL" STRUCTURE WITH BLACK VINYL CHAIN LINK THEREON. SUCH FENCE SHALL BE NEATLY MAINTAINED. THE DEVELOPER RESERVES THE RIGHT TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR OR STAIN 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.
- B. NO WOODEN PRIVACY FENCES SHALL BE ERECTED UPON A LOT.
- 1.5 **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 AND SHALL BE APPROVED IN WRITING BY THE DEVELOPER.
- 1.6 **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 OF THE DEVELOPER.

B. LOT USE AND RESTRICTIONS

- 2.1 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 MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN HOLLOW CREEK, EXCEPT THAT THE DEVELOPER OR ITS DESIGNEE(S) MAY USE SUCH A MOBILE HOME AS A TEMPORARY SALES OFFICE.
- 2.2 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, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.
- 2.3 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 HOLLOW CREEK 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 3.2 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.

- 2.4 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. THE DEVELOPER RESERVES THE RIGHT FOR ITS AGENTS OR DESIGNEES TO ENTER UPON ANY RESIDENTIAL LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER. THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON SUCH LOT AND GOVERNED BY PARAGRAPH 3.2 HEREOF.
- 2.5 WIND GENERATORS AND SOLAR COLLECTORS: NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.
- 2.6 CLOTHES LINES. THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.
- 2.7 AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT SHALL BE LANDED, STORED OR PARKED WITHIN THE SUBDIVISION.
- 2.8 AIR CONDITIONING REQUIREMENTS. NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.
- 2.9 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.
- 2.10 VEHICLES AND MOTORCYCLES. NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, RV, 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.
- 2.11 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.

- 2.12 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.
- 2.13 COMPLIANCE WITH CODE. ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE CITY OF COLLINSVILLE.

C. PROPERTY OWNERS' ASSOCIATION

- 3.1 PROPERTY OWNERS' ASSOCIATION. A PROPERTY OWNERS' ASSOCIATION, KNOWN AS "HOLLOW CREEK ASSOCIATION," AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 80 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 HOLLOW CREEK 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.
- 3.2 ASSESSMENTS. THE FOLLOWING ANNUAL ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS:

\$200.00 PER YEAR PER LOT IN THE ESTATES
\$150.00 PER YEAR PER LOT IN THE PASSAGE
\$175.00 PER YEAR PER LOT IN THE CROSSING.

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.

D. DEVELOPERS RESERVED RIGHTS

- 4.1 IN GENERAL: IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DEVELOPER OR GRANTED TO DEVELOPER UNDER THE PROVISIONS OF THE HOLLOW CREEK DEED OF DEDICATION, THIS DECLARATION OR THE ASSOCIATION DOCUMENTS, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION OR THE ASSOCIATION 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.
- 4.2 PROMOTION OF HOLLOW CREEK. 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.
- 4.3 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 WISH 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.

- 4.4 DEVELOPER CONTROL OF ASSOCIATION. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE HOLLOW CREEK 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 4.4 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 SPENT.
- 4.5 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.

E. PRUDENTIAL CONSIDERATIONS

- 5.1 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.
- 5.2 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.
- 5.3 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.

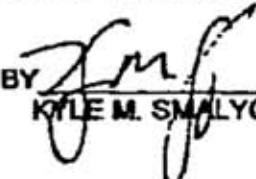
- 5.4 NO WAIVER. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.
- 5.5 WAIVER 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 INV:TEES' 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.
- 5.6 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.
- 5.7 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.
- 5.8 BINDING EFFECT AND 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 FOLLOWS:

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 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.

IN WITNESS WHEREOF, SMALYGO PROPERTIES INC., AN OKLAHOMA CORPORATION, BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS 13 DAY OF JUNE, 2007.

SMALYGO PROPERTIES INC.,
AN OKLAHOMA CORPORATION

BY 
KYLE M. SMALYGO, PRESIDENT

STATE OF OKLAHOMA)
)SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 13 DAY OF June, 2002, PERSONALLY APPEARED KYLE M. SMALYGO, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT 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 OF SUCH CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

2-12-07
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISION REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 13 DAY OF June, 2007

BY: [Signature]
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA NO. 1435



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 13 DAY OF June, 2007 PERSONALLY APPEARED DAN E. TANNER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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



Jennifer K. Miller
NOTARY PUBLIC

MY COMMISSION EXPIRES:

**DEPARTMENT OF ENVIRONMENTAL
QUALITY APPROVAL**

THE TULSA 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 1st DAY OF August, 2007.

M. D. Henry
ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

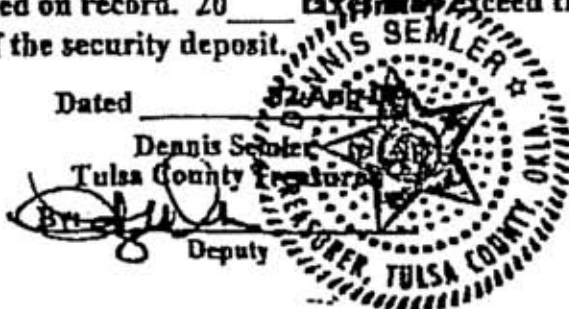
PLAT No.
6139

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 276.00 per trust receipt no. 8973 to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20 07 taxes in full but is given in order that this plat may be filed on record. 20 07 taxes may exceed the amount of the security deposit.

Dated _____

Dennis Sebler
Tulsa County Treasurer



Deputy

PLANNING COMMISSION APPROVAL

I Ellis Holly, CHAIRMAN/~~VIC-CHAIRMAN~~ OF THE CITY OF COLLINSVILLE PLANNING COMMISSION, HEREBY CERTIFY THAT THE SAID COMMISSION DULY APPROVED THE MAP OF "HOLLOW CREEK", ON THE 21st DAY OF JUNE, 2007

CITY COMMISSION APPROVAL

APPROVED JUL 16 2007 BY THE CITY COMMISSION OF THE CITY OF COLLINSVILLE, OKLAHOMA

Sp. L. J. J. J.
MAYOR

Kelly Young
ATTEST: CITY CLERK

