

Tulsa County Clerk - Michael Willis

Doc # 2017059224 Page(s): 4 06/26/2017 01:34:57 PM Receipt # 17-35339 Fee: \$ 19.00

THIRD 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 1. Subsection E.

Paragraph(s) 1-4: Replace the word "detention" with "retention".

Paragraph 2: If a storm water retention 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 specifications of the City of Collinsville, Oklahoma. No wall, fence, building or any structures shall be placed or maintained in the retention reserve area, nor shall there be any alteration of grade or contours in the retention reserve area unless approved by the developer or Board of the Property Owners Association and the City of Collinsville, Oklahoma.

B) Section 2. Subsection A.

Paragraph 1.6 - Antennae: All outdoor video reception antennas and dishes must be mounted in an area located to the rear or side of the home and with the intent of obscuring the antenna from the street view. All video reception antennas must meet the guidelines of FCC 47 C.F.R., subsection 1.4000 (OTARD Rule) or subsequent rules. Direct-to-home satellite dish(s) must be 1 meter (39.37") or less in diameter per this rule. No television, radio or other antennae or reception devices, that does not meet the above rule, shall be constructed or maintained on any lot or residence without the written approval of the developer or Board of the Property Owners Association.

C) Section 2. Subsection B.

Paragraph 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 Board of the Property Owners Association, be deemed a nuisance and shall be rectified by the owner immediately. A fine may be imposed by the Developer or Board of the Property Owners Association. 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, pens or dog runs will be allowed without approval of the developer or Board of the Property Owners

Association. All animals must be fenced in. 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 reserve areas, Lots or the Common Area and, at the option of the developer or Board of the Property Owners Association, steps may be taken to control any animals not under the immediate control of their owners.

Paragraph 2.4 – Lot Maintenance: All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition. The owner or occupant of a residential lot 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, yard waste, or rubbish thereon. All yard equipment shall be kept screened from view of neighboring lots, streets or other property. Additionally, barbeque grills and/or smokers shall not be stored in front of a residence. The developer or Board of the Property Owners Association 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 or Board of the Property Owners Association. A typical violation of this rule would be grass height of approximately eight (8") inches or taller. The cost of such maintenance shall be paid by the owner or occupant of the residential lot and a fine imposed by the developer or Board of the Property Owners Association.

Paragraph 2.10 – Vehicles and Motorcycles: Except as provided herein, no motorcycle, motorbike, camper (pop-up or otherwise), trailer (including, without limitation goosenecks, livestock trailers, "flat bed" utility trailers and car haulers), boat, all-terrain vehicle (ATV) or recreational vehicle (RV) or similar vehicle or equipment, whether or not operable, 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 Board of the Property Owners Association has approved in writing. Vehicles 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 overnight. 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. Further, boats, trailers and RV's may be parked temporarily (one (1) occurrence in a 30 day interval for a period not to exceed 72 consecutive hours) on the driveway of a Lot for purposes of loading, unloading or washing said boat, trailer or RV.

<u>Paragraph 2.11 – Signs</u>: 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 with a maximum height of 36" advertising the sale or rent of said property, or signs of the same size limitations used for the purpose of supporting a school, campaigning for a result in any political election (which must be removed within 24 hours after the election) or garage sale (which must be removed on the final day of the sale) unless approved by the developer or Board of the Property Owners Association. 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.

<u>Paragraph 2.12 – Waste</u>: No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste including yard waste. 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 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 stored in a garage, outbuilding or at the side of a residence (five (5') feet back of the front) with front-facing garage doors and behind the overhead door furthest from the street (five (5') back of the door) on a residence with side-facing garage doors within 18 hours after refuse collection vehicles empty the containers.

<u>Paragraph 2.14 – Holiday Decorations</u>: Any and all holiday decorations placed on the exterior of a residence shall be removed no later than 30 days following the holiday.

D) Section 2. Subsection E.

<u>Paragraph 5.1 – Enforcement</u>: Enforcement to restrain or to recover damages for violation of the covenants may be brought by the developer or Board of the Property Owners Association. The developer or Board of the Property Owners Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

<u>Paragraph 5.2 – Remedies</u>: If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, the developer or Board of the Property Owners Association shall have standing to prosecute any proceedings at law or inequity 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 Board of the Property Owners Association, if the prevailing party, shall be entitled to an award of attorney's fees to be taxed as costs.

<u>Paragraph 5.3 – Special Assessments</u>: In the event that the owner of any lot shall violate any covenant herein the developer or Board of the Property Owners Association shall have the right to enter upon said parcel and to remedy the violation. The penalty or fine for curing the violation shall thereupon be assessed against the lot and shall be considered a lien on such lot, which may be foreclosed as contained herein. The penalty or fine for violating any restriction in these covenants is as follows:

- a. First violation of a specific covenant shall result in a letter of warning from the developer or Board of the Property Owners Association.
- b. Second and all future violations of the same covenant shall result in a fine of \$50 to be paid within 30 days or less. For each 30 days thereafter, an additional \$50 fine will be administered until the total fine is paid in full. If the fine is not paid in full by the end of the calendar year, it will be added to the annual assessment for the following year.

The provisions herein constitute the entire amendment of the Deed of Dedication for Hollow Creek. The Developer hereby expressly ratifies and confirms 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 Third Amendment to Declaration of Covenants, Conditions, and Restrictions this day of June, 2017.		
	Smalygo Properties, Inc., an Oklahoma corporation,	
	By: M Kyle 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		
IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.		
	Notary Public Marie, Hut	
My Commission Expires: 05/26/20		
	WORNE PUBLIC OF OKLANINA	

W. W. INESS Wig. 2: Of Smallygr Properties, Inc., an Orthogram Corporation, hereby approved an actual describe forecasting Transformation to be constructed to Governants. Conditions, and the constructions this _______ asy of fune, 2017.

Smalvgo Propertion Inc., an Oklahoma corporation.

3 pt. 16 file area per President

AZIDTRO YILLUU

Before me, the undersigned, a Notary Public, in and for aid Founds and State, on this as more, 2017, personally appeared tyle amalyge, President of amalyge Projects, Inc., and the "very corporation," in me proved to be the identical purson and who executed the Sathun and long instrument, and restanded to me that me ascented the sathuns in the and voluntary and deep and voluntary and deep and voluntary and less and purpose and deep and voluntary and deep and solve the sathuns and purpose and deep this section.

in WithESS When Schilt hereuntonier my abuild signification of manoral all searing in the search of the control of the control

dilubit ytaravi

Commission Captures & S/ Z La / La /

