

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.

Paragraph 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 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.

Paragraph 2.12 – Waste: 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.

Paragraph 2.14 – Holiday Decorations: 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.

Paragraph 5.1 – Enforcement: 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.

Paragraph 5.2 – Remedies: 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.

Paragraph 5.3 – Special Assessments: 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 5 day of June, 2017.

Smalygo Properties, Inc.,
an Oklahoma corporation,

By: [Signature]
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 5 day of June, 2017, 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.

[Signature]
Notary Public

My Commission Expires: 05/26/20



In Witness Whereof, I have hereunto set my hand and the seal of the State of Oklahoma at Oklahoma City, Oklahoma, this _____ day of June, 2017.

Smelton Property, Inc.
an Oklahoma corporation

Kyle Smelton, President

STATE OF OKLAHOMA

COUNTY OF TULSA

Before me, the undersigned authority, on this _____ day of _____, 2017, personally appeared _____, known to me to be the identical person whose name and signature appear on the foregoing instrument, and acknowledged to me that he executed the same as the free and voluntary act and deed and for the purposes and content of the foregoing instrument.

I, _____, a Notary Public in and for the State of Oklahoma, do hereby certify that _____ is the true and correct copy of the foregoing instrument.

[Handwritten Signature]
Notary Public

Commission Expires 02/28/20

