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Lois Hawkins - McClain County Clerk
State of Oklahoma

FINAL 10/19/05

By:  Deputy
Return to: 

2005

OWNER'S CERTIFICATE DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

Walnut Creek Estates, LLC, an Oklahoma Limited Liability Company, hereby certifies that it is the owner of, and the only person or entity having any right, title or interest in and to the following described real property and premises located in McClain County, Oklahoma, to-wit:

(See Attached Exhibit "A")

Said party further certifies that it has caused said property above mentioned to be surveyed into blocks, lots, street and avenues, and have caused a plat to be made of said tract, known as Walnut Creek Estates, an addition to Blanchard, Oklahoma, according to the recorded plat thereof showing accurate dimensions of lots, rights of way, widths of streets and reserves for drainage and utilities, access, and common areas, including the park area and entry area. Said party hereby dedicates to public use all of the streets and avenues in such subdivision, and reserves easements for installation, maintenance and utilities, and for access and drainage within such subdivision, as shown by the recorded plat thereof.

Protective Covenants

For the purpose of providing an orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title, including but not limited to, ownership by foreclosure or inheritance, to such subdivision, it hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots in such subdivision are hereby reserved exclusively for use as single family dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single family dwellings not to exceed three (3) stories in height. Each dwelling must have a minimum of at least a three (3) car garage for such dwelling. All garages must face the side or back of the residence.

2. No building or structure shall ever be erected, placed or altered on any building plots within the subdivision until the building plans, specifications and plot plans showing the location of such buildings, related plans as to design, colors, materials, finishes, roofing design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by a representative of Walnut Creek Estates, LLC. In the event Walnut Creek Estates, LLC fails to approve, or disapprove, within forty-five (45) days of its receipt for review, any plans or specifications submitted to it, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with.

3. Reserves for installation and maintenance of public utilities, access or drainage are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility or drainage areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the property's owner's responsibility and it shall be the responsibility of the property owner to: (A) keep the easements, channels and swells 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 swells whether they be in the easements or contained in the individual property owners lot, and (B) to provide continuous maintenance of the improvements and easements or of the channels or swells except for improvements for which a public authority, utility company or Property Owners Association is responsible, and (C) each lot owner must maintain and leave in place any drainage areas located on their property, and further, each lot owner with such areas on their property must keep such drainage areas clear of obstructions.

4. The ground floor area of the main residential structure, exclusive of covered and open porches and garages, on all lots within the addition shall be not less than the prescribed minimum square footage as follows:

Lots 1, 2 and 3, Block 2 – 1750 square feet
Lots 4 through 11, inclusive, Block 2 – 2000 square feet
Lots 1 through 10, inclusive, Block 1 – 2000 square feet
Lots 1 through 6, inclusive, Block 4 – 2300 square feet
Lots 6 and 7, Block 3 – 2300 square feet
Lots 12 through 19, inclusive, Block 2 – 2500 square feet
Lots 20 through 31, inclusive, Block 2 – 3000 square feet
Lots 1 through 5, inclusive, Block 3 – 3000 square feet

Further, residences on Lots 1, 2, 3, 4, 5 and 6 of Block 2 shall be one story with bonus rooms allowed on second floor but with roof line limited to a maximum of 8/12 pitch. Further, the roof line on all other lots in the subdivision shall be a minimum of 10/12 pitch unless exempted by a representative of Walnut Creek Estates, LLC.

5. As to foundations, all exterior brick and rock placed on the residence and all structures shall run all the way to the ground.

6. As to fireplaces, all wood burning fireplace flues or chimneys on exterior or interior of premises, the same shall be enclosed with brick or rock exterior from top to bottom. The same shall apply to non wood burning fireplaces only on exterior of premises.

As to non wood burning fireplaces on interior of premises, and extending through roof line, the same may be vented without brick and/or rock veneer.

7. No structure of a temporary character, motor home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8 The following provisions shall be applicable to all outbuildings:

i. All outbuildings shall be new construction;

ii. They must have concrete floors;

iii. They must conform to roof pitch, construction and roofing material, and visual looks as the exterior residence to be built on, or located on each lot;

iv. They shall not be placed on any area that would violate any building set back line, or on any areas designated as utilities, drainage and/or access easements.

v. No outbuildings of any type can be constructed without the specific approval and consent of a representative of Walnut Creek Estates, LLC and granting of the consent is at the sole discretion of Walnut Creek Estates, LLC.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose and are contained in restricted retention areas.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet for advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.

11. All residences shall be of new construction, and no residence (new or used) may be moved from another area into the subdivision. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

12. No business, trade or activity shall be carried on upon any residential lot. No obnoxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

13. No building shall be located on any lot nearer to the front line, or nearer to any side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 50 ft. to the front, or 25 feet side street line, nor 15 ft. to all other side lot lines. In addition, the rear

minimum building set back line shall be 15 ft unless the plat map designates otherwise. Further, no building, residence or otherwise, shall be built or located on any area designated on the plat map as drainage easements, utilities easements, and/or access easements.

14. No truck, pickup truck, bus, boat, commercial vehicle, or recreational vehicle of any kind exceeding ¼ ton shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall 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, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot.

15. Driveways shall not be used for storage for 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 done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is placed. In addition, any storage of such items shall be on a concrete surface.

16. No lot contained in any block of the subdivision as reflected by the plat map on file shall contain more than one single family residence. It is the intent of this covenant to prevent the resubdivision of any lots within this Addition in any manner whatsoever with lot splits permitted for additional land for a single family residence.

17. No fencing shall be installed on the front portion of any lot within this subdivision between the front lot line and the front building set back line except wrought iron or fence of exterior materials matching the residence, or a combination thereof specifically approved by a representative of Walnut Creek Estates, LLC. In addition, all fencing shall be brick, rock, stucco, wrought iron, black or dark green chain link, limited use stockade, or other type approved by a representative of Walnut Creek Estates, LLC. No fencing shall be installed on any lot further to the rear or side of any lot than any line designated on the plat map as drainage easement, utilities easement and/or access easement lines shown on the back or side of any lot. Further, no such owner, or adjacent owner, shall, at any time, place a fence in or on, or otherwise obstruct any areas located on the recorded plat map as a drainage easement, utilities easement and/or access easement.

18. All utility services to any lot within the subdivision shall be underground. In addition, no window type air conditioners shall be permitted.

19. Notwithstanding any provision contained herein, all owners of any lot within the Addition must comply with all Blanchard, Oklahoma ordinances relating to this Addition.

20. Prior to a residence being occupied, the builder or owner of the property must expend not less than \$2,000 on landscaping the front portion of the lot.

21. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees.

22. All driveways must be composed of concrete.

23. At such time as any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as to harmonize with the existing structures within the addition at all times.

24. Any antenna placed on a residence shall be located so as to not be seen from the front of the property. In addition, any antenna, including satellite antennas, placed on the property, shall be located to the rear of the residence, and shall not be visible from the front of the property. However, notwithstanding the above, any satellite dish not exceeding 18 inches in diameter may be placed on the side portion of a residence so long as (1) it is needed in order to receive reception, and (2) it is located behind any fence line requirement in these Restrictions.

25. All mailboxes shall be of brick or stone construction, and shall be the same as used on the residence located on the respective lot.

26. No towers or vertical structures of any type or height, including basketball goals, shall be placed in the addition without the prior written consent of a representative of Walnut Creek Estates, LLC. No above ground swimming pool shall be allowed on any lot.

27. The principal exterior of any residential structure shall be at least sixty-five percent (65%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors, and the balance of the exterior shall be of wood, horizontal wood siding, HardiPlank® or similar fiber-cement siding, shingles or other material which will blend together with the masonry. All exterior materials used and any deviations from the above must be approved in advance by a representative of Walnut Creek Estates, LLC.

28. Any lot containing liquefied petroleum tanks above ground must be enclosed so that such tanks cannot be seen from the street.

29. All roofing (both initial and replacement) shall be tile, clay tile, slate, manufactured slate, wood or composition, and if composition, shall be a 300 pound composition, and be of a weathered wood appearance. Such roofing shall have at least a 30 year warranty, and must meet Underwriters Laboratories Fire and Wind Test pursuant to Federal Specifications SS-S-001534 Class C type I. All roof lines placed on any residences or outbuildings shall be a minimum of a 10/12 pitch except as noted in 4 above.

30. In the event the owner of any lot installs an outside yard light higher than eight (8) feet tall, the following minimum restrictions shall be applicable thereto:

A. It shall be installed on an aluminum or metal pole of natural color;

- B. It must be no higher than 25 feet;
- C. Must be located within the minimum building set back lines set forth herein or on the plat map regarding the building of or installing any improvements thereon;
- D. Must be placed in an area of the lot in which the light being derived therefrom will be directed at all possible times on, and for the benefit of the lot it is located on only; and
- E. Before installing the same, a representative for Walnut Creek Estates, LLC, shall have the right to review and approve or disapprove the plans for the same and the placement spot thereon.

31. The park area and entry area shall be for the exclusive use of the residents of the addition and no one can delegate any rights he/she has of the use and enjoyment thereof to any person, except to the members of his/her immediate family or to his/her guests and invitees.

32. The undersigned owner, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to the Declaration at any time and from time to time, which amends this Declaration (1) to comply with requirements of 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 other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make loans, purchase loans, or do other things, in furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each Deed, Mortgage, Trust Deed, 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 a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall 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 above agencies of entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

33. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change said covenants in whole or in part. Provided however, these covenants may be amended in whole or in part at any time prior to the above date by an instrument signed and filed of record by the owners of ninety percent (90%) of the lots within the addition.

34. If any owner of any lot in the addition shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

35. Notwithstanding anything herein, Walnut Creek Estates, LLC or its designated representative shall, at all times, have the power to waive any restriction or covenant herein.

36. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

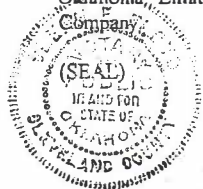
Signed and Delivered this 19th day of October, 2005.

Walnut Creek Estates, LLC, an
Oklahoma Limited Liability
Company

By: Judith A. Floyd, Member
Judith A. Floyd, Member

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 19th day of October, 2005, by Judith A. Floyd, Member, Walnut Creek Estates, LLC, an Oklahoma, Limited Liability Company, by and on behalf of said Limited Liability Company



[Signature]

Notary Public
G. E. Floyd
99020470

My Commission Expires:
January 19, 2008

LEGAL DESCRIPTION:

A tract of land located in the Northeast Quarter (NE/4) of Section Seventeen (17), Township Eight (8) North, Range Four (4) West, of the Indian Meridian, Blanchard, McClain County, Oklahoma, described as follows:

COMMENCING at the Northeast Corner of said NE/4:
Thence S00°03'51"E on the East Line of said NE/4 for a distance of 348.68 feet to the POINT
OF BEGINNING:
Thence S00°03'51"E on said East Line for a distance of 1632.59 feet:
Thence S89°54'12"W for a distance of 2299.59 feet:
Thence N00°05'48"W for a distance of 3.00 feet:
Thence S89°54'12"W for a distance of 302.06 feet:
Thence N00°01'51"W for a distance of 374.74 feet:
Thence N35°51'19"E for a distance of 435.09 feet:
Thence S84°23'58"E for a distance of 168.17 feet:
Thence N86°47'55"E for a distance of 103.19 feet:
Thence S82°35'47"E for a distance of 90.36 feet:
Thence S89°20'04"E for a distance of 160.68 feet:
Thence N12°50'11"E for a distance of 52.86 feet:
Thence N23°44'13"E for a distance of 69.19 feet:
Thence N51°37'39"E for a distance of 52.20 feet:
Thence N78°43'44"E for a distance of 152.68 feet:
Thence N89°37'48"E for a distance of 84.97 feet:
Thence S81°41'08"E for a distance of 108.24 feet:
Thence N49°33'00"E for a distance of 24.37 feet:
Thence N77°54'42"E for a distance of 125.02 feet:
Thence N64°50'28"E for a distance of 111.51 feet:
Thence N38°41'23"E for a distance of 153.54 feet:
Thence N10°36'49"E for a distance of 152.67 feet:
Thence N16°08'46"E for a distance of 400.11 feet:
Thence N46°36'21"E for a distance of 112.80 feet:
Thence N41°48'32"E for a distance of 285.55 feet:
Thence N66°36'23"E for a distance of 254.92 feet:
Thence S89°34'12"E for a distance of 86.17 feet:
Thence S57°01'27"E for a distance of 128.90 feet:
Thence S15°41'53"E for a distance of 171.07 feet:
Thence S66°23'38"E for a distance of 85.86 feet:
Thence S82°00'58"E for a distance of 81.45 feet:
Thence N89°56'07"E for a distance of 50.00 feet to the POINT OF BEGINNING, containing 67.95
acres, more or less.

EXHIBIT A