

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
DEER CREEK ESTATES, WASHINGTON COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That JACK HADLEY, an individual, does hereby certify that he is the owner of the following described real estate located in Washington County, Oklahoma, to-wit:

A part of the SE/4 SW/4, Section 15, T27N, R13 E, Washington County, Oklahoma being more particularly described as follows: Beginning at the S.E. Corner of said SE/4 SW/4; thence S 89° 54' 00" W 1,551.30 feet; thence N 0°06'00" W 842.43 feet; thence N 41°07' 00" E 634.87 feet; thence N 89° 54'00" E 1,132.98 feet; thence S 0°06'00" E. 1,320.00 feet to the point of beginning. Containing 44.72 acres more or less.

For the purpose of providing an orderly development of all the land included in the above described plat and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on all of the said Deer Creek Estates to which it shall be incumbent upon its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any lot or lots included in Deer Creek Estates shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All land shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a shop, school, garage, or for the conduct of any business or trade.
2. No structure shall be erected, placed or permitted to remain on any building plot, other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool and bath house, and garden shelter. A structure for horses may be erected providing said shelter conforms and harmonizes in design and materials with other structures in this addition, and plans, specifications, and plat for said structure are approved by Jack Hadley. No house, garage or any other building shall be moved into this subdivision.
3. No residence shall be constructed upon any of the lots that shall contain less than 1,500 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses.
4. Prior to January 1, 1996, no building shall be erected, placed or altered on any buiding plot in this addition until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by Jack Hadley, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

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5. Domestic pets will be permitted if the owners restrict their number to not more than two of any animal. Owners will be required to see that their animals do not create a nuisance situation. In the event the majority of the owners sign a petition maintaining an owner's animals are creating a nuisance, owner will be required to remove said animals from property.

6. No residences shall be erected on any lot less than 100 feet from the center of the roadway to the front lot line, nor 20 feet to the interior lot lines or rear lot line. No other building shall be erected less than 100 feet from the center of the roadway, nor 5 feet to the interior lot lines or rear lot line.

7. The developer shall, at his own cost and expense, install a road into the Deer Creek Estates subdivision as indicated on the subdivision plat. This road shall be owned and title to this road is hereby retained by the developer. This road shall be maintained by the owners of the land lots in Deer Creek Estates in common. Further, the developer shall cause a lake to be created as shown on the subdivision plat. This lake shall be the community property of all the land owners in Deer Creek Estates and all of said owners shall share equally in the ownership of said lake. All owners will be responsible for keeping the area upon and around the lake clean and clear of any debris. Ingress and egress to this lake shall be obtained by the various property owners pursuant to the access easement reflected on the subdivision plat. Likewise, there is hereby reserved a recreational easement surrounding this lake as indicated upon the plat to facilitate the use and enjoyment of the lake by all property owners in Deer Creek Estates.

8. The undersigned reserves the right to locate, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other pipe line conduits, poles and wires and any other method of construction or performing any public or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance. It is further specifically provided that overhead pole lines for the supply of electric service may be located along Lots 1, 2, 3, 4 and 15. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Except to houses on lots described hereinabove, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service 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 a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. The foregoing covenants concerning underground electric facilities shall

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AMENDED RESTRICTIONS OF DEER CREEK ESTATES,
WASHINGTON COUNTY, OKLAHOMA

WHEREAS, by certain restrictions filed January 6, 1978, and recorded in Book 703, Page 1006, in the office of the County Clerk of Washington County, Oklahoma, Jack Hadley, then the owner of the land that has been subsequently dedicated as Deer Creek Estates, Washington County, Oklahoma, imposed certain restrictions upon the use of said land; and

WHEREAS, the undersigned are the owners of all of the lots in Deer Creek Estates, and desire to amend said restrictions.

NOW, THEREFORE, in consideration of the premises and in consideration of the right of all of the owners of the land involved in Deer Creek Estates to amend said restrictions, said restrictions are hereby amended to read as follows:

1. All land shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a shop, school, garage, or for the conduct of any business or trade.

2. No structure shall be erected, placed or permitted to remain on any building plot, other than a single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool and bath house, and garden shelter. A structure for horses may be erected providing said shelter conforms and harmonizes in design and materials with other structures in this addition, and plans, specifications, and plat for said structure are approved by Deer Creek Homeowner's Association, Inc.. No house, garage or any other building shall be moved into this subdivision.

3. No residence shall be constructed upon any of the lots that shall contain less than 1,500 square feet of usable space, exclusive of breezeways, porches, attached garages, walks, driveways, swimming pools and bath houses.

4. Prior to January 1, 1996, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by Deer Creek Homeowner's Association, Inc., in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

5. Domestic pets will be permitted if the owners restrict their number to not more than two of any animal. Owners will be required to see that their animals do not create a nuisance situation. In the event the majority of the owners sign a petition maintaining an owner's animals are creating a nuisance, owner will be required to remove said animals from property.

6. No residences shall be erected on any lot less than 100 feet from the center of the roadway to the front lot line, nor 20 feet to the interior lot lines or rear lot line. No other building shall be erected less than 100 feet from the center of the roadway, nor 5 feet to the interior lot lines or rear lot line.

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7. The road described as Tracts A and B on the plat of Deer Creek Estates is owned by Deer Creek Homeowner's Association, Inc. This road and all common areas, including the lake, in Deer Creek Estates, shall be maintained by Deer Creek Homeowner's Association, Inc. Deer Creek Homeowner's Association, Inc. shall have the right to assess each lot for their appropriate share of such expenses and the owners of each lot shall have ninety (90) days from enactment of said assessment to pay said assessment in full. Upon the failure to pay said assessment in full within said ninety (90) days, Deer Creek Homeowner's Association, Inc. is hereby granted a lien upon the lot owned by the owner or owners who fail to pay said assessment. However, the lien shall not be an encumbrance against said lot until such time as a separate Notice of Lien is filed in the office of the County Clerk. Deer Creek Homeowner's Association, Inc. is hereby given the power and right to foreclose said lien in accordance with law, and should it be required to foreclose said lien, shall be entitled to receive the amount of its lien plus all of its expenses of foreclosure including a reasonable attorney's fee, all of which shall constitute a lien against said lot. Ingress and egress to the lake located in Deer Creek Estates shall be obtained by the various property owners pursuant to the access easement reflected on the subdivision plat. In addition, there is hereby reserved a recreational easement surrounding the lake, as indicated upon the plat, to facilitate the use and enjoyment of the lake by all property owners in Deer Creek Estates.

8. Deer Creek Homeowner's Association, Inc. is granted the right to locate, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other pipe line conduits, poles and wires and any other method of construction or performing any public or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance. It is further specifically provided that overhead pole lines for the supply of electric service may be located along Lots 1, 2, 3, 4 and 15. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Except to houses on lots described hereinabove, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each of said lots; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on the plat, or provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric utilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

Lot 5

Jon W. B. Potts
JON W. B. POTTS

Geneva B. Potts
GENEVA B. POTTS

Lot 6

Marvin L. Rogers
MARVIN L. ROGERS

Billie A. Rogers
BILLIE A. ROGERS

Lot 7

Michael L. Letteer
MICHAEL L. LETTEER

Barbara A. Letteer
BARBARA A. LETTEER

Lot 8

C. W. Talkington
C. W. TALKINGTON

Anita J. Talkington
ANITA J. TALKINGTON

Lot 9

Thomas A. Culver
THOMAS A. CULVER

Carol A. Culver
CAROL A. CULVER

Lot 10

Paul K. Mazzaferro
PAUL K. MAZZAFERRO

Denise E. Mazzaferro
DENISE E. MAZZAFERRO

Lot 11

Alvin D. Yearout
ALVIN D. YEAROUT

Wilma J. Yearout
WILMA J. YEAROUT

Lot 12

Barbara A. Conner
BARBARA A. CONNER

Lot 13

Donald Wayne Thomas
DONALD WAYNE THOMAS

Linda J. Thomas
LINDA J. THOMAS

Lot 14

Billy Gene Hain
BILLY GENE HAIN

Mary Joan Hain
MARY JOAN HAIN

Lot 15

Victoria Novak Chapman
VICTORIA NOVAK CHAPMAN

9. No structure of a temporary character, basement, tent, shack, trailer, garage, barn or other outbuildings shall be erected for use on any lot at any time as a residence, either temporarily or permanently. No mobile homes shall ever be placed upon any real property located in Deer Creek Estates.

10. No billboards or advertising signs or structures shall be erected or maintained upon any lot in said subdivision except only for a "for rent" or "for sale" sign, of which one sign not exceeding 24" x 36" may be placed upon any lot or structure located thereon.

11. No owner shall grant any easement for any purpose across his property to any party without the express written consent of Deer Creek Homeowner's Association, Inc.

12. Every owner shall properly maintain his property and shall not allow any type of nuisance, either public or private, to occur upon any of his property located in Deer Creek Estates.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

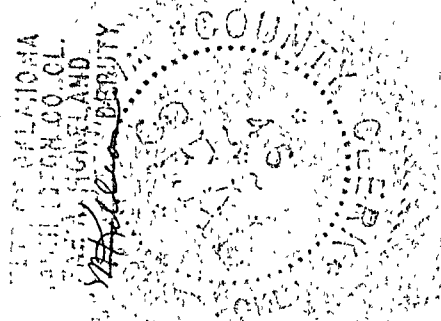
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The foregoing restrictions apply to the undersigned owners of the lots and their successors in title to the lots and any title or use of said lots shall be subject hereto. Any variance from the above restrictions and conditions require a unanimous approval of the Board of Directors of Deer Creek Homeowner's Association, Inc.

DATED this 7th day of August, 1987.

DEER CREEK HOMEOWNER'S ASSOCIATION, INC.

FILED
Lot
AUG 17 3 22 PM '87
Lot



William F. Lawrence
WILLIAM F. LAWRENCE

Leslye Ann Lawrence
LESLYE ANN LAWRENCE

UNION BANK AND TRUST,
BARTLESVILLE, OKLAHOMA

By: [Signature]
EXEC. VICE PRESIDENT

Attest: [Signature]
Secretary

(SEAL)

Lot 3

Paul Smith
PAUL SMITH

Darlene Smith
DARLENE SMITH

Lot 4

Forrest Lee Yearout
FORREST LEE YEAROUT

Judith E. Yearout
JUDITH E. YEAROUT

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STATE OF OKLAHOMA)
) ss:
WASHINGTON COUNTY)

The foregoing was acknowledged before me this 7th day of August, 1987, by William F. Lawrence Jr and Leslye Ann Lawrence, husband and wife, Paul Smith and Darlene Smith, husband and wife, Forrest Lee Yearout and Judith E. Yearout, husband and wife, Jon W. B. Potts and Geneva B. Potts, husband and wife, Marvin L. Rogers and Billie A. Rogers, husband and wife, Michael L. Letteer and Barbara A. Letteer, husband and wife, C. W. Talkington and Anita J. Talkington, husband and wife, Thomas A. Culver and Carol A. Culver, husband and wife, Paul K. Mazzaferro and Denise E. Mazzaferro, husband and wife, Alvin D. Yearout and Wilma J. Yearout, husband and wife, Barbara A. Conner, a single person, Donald Wayne Thomas and Linda J. Thomas, husband and wife, Billy Gene Hain and Mary Joan Hain, husband wife, and Victoria Novak Chapman, a single person.

Bayle Reinke
NOTARY PUBLIC

My Commission Expires:

Jan 25, 1989

STATE OF OKLAHOMA)
) ss:
WASHINGTON COUNTY)

The foregoing was acknowledged before me this 7th day of August, 1987, by Joe A. Landon as Sr. Exec. Vice President of Union Bank and Trust, Bartlesville, Oklahoma, on behalf of the corporation.

Bayle Reinke
NOTARY PUBLIC

My Commission Expires:

Jan 25, 1989