

DECLARATION OF COVENANTS AND RESTRICTIONS OF

SAVANNAH LAKES

THIS DECLARATION, made this 5th day of MARCH, 1997, by  
Desta Limited Partnership, hereinafter called "Declarant",

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of real property described on Exhibit "A" of this Declaration and desires to create thereon a residential community with common areas and/or maintained areas for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance of the common areas and/or maintained areas, and further to provide for development of the community in accordance with a General Plan; and to this end, Declarant desires to subject that portion of the real property described on Exhibit "A" which has been platted as Savannah Lakes to the covenants, restrictions, easements, charges and liens herein set forth, each and all of which are for the benefit of such property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create a property owner's association to which should be delegated and assigned the powers of maintaining and administering the common areas and/or maintained areas, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Declarant has formed a non-profit association, SAVANNAH LAKES PROPERTY OWNER'S ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, DECLARANT DECLARES that it is the owner of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. § 651, et seq., into "Lots", "Streets" and "Common Areas" under the name "Savannah Lakes" (whether in one or more sections, as hereinafter provided) and does hereby dedicate to public use all of the utility easements as shown on such recorded plat, or on the plats to be recorded, for the installation and maintenance of utilities. Declarant further declares that in addition to the easements shown on the aforesaid recorded plat, the "Common Areas" and/or maintained areas, may be used for drainage and detention of surface water runoff.

AND DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof and such owner's heirs,

devises, personal representatives, trustees, successors, and assigns, and such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

## ARTICLE I

### Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Committee" shall mean either the Declarant, the Board, or a designated architectural committee of the Board, at the time and for the purposes specified in Section 6.1, below.

1.2 "Articles" shall mean the Articles of Incorporation of the Association when and if filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended. Declarant reserves the right to decide whether or not to incorporate said Association.

1.3 "Association" shall mean and refer to the Savannah Lakes Property Owner's Association.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "Building Limit Lines" shall mean the lines so provided for by Section 7.2.5, hereof.

1.6 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.

1.7 "Common Area" shall mean that area of land so designated on any hereafter recorded subdivision plat covering all or part of the property, and shall include any island areas within the "streets".

1.8 "Maintained Area" shall mean that area, in addition to "Common Area" which is maintained by the Association, including, but not necessarily limited to, the entrance area to the addition, the signage at the entrance, and any easements granted to the Association which the Association specifically agrees to maintain.

1.9 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one Street.

1.10 "Declarant" shall mean Desta Limited Partnership, with its principal place of business in Mustang, Oklahoma.

1.11 "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Savannah Lakes, including all Exhibits hereto.

1.12 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

1.13 "General Plan" shall mean the General Plan of Development for Savannah Lakes as delineated by this Declaration, the recorded subdivision plat and subsequently recorded plats and the Master Plan.

1.14 "Lot" shall mean a tract of land so designated upon any now or hereafter recorded subdivision plat of The Property.

1.15 "Master Plan" shall mean all preliminary plats, final plats, this document, engineering plans and specifications, surveys, this declaration and any amendments or additions hereto, the by-laws of the Association, and any amendments or additions thereto, and any other formal documents relating to the development of the properties.

1.16 "Member" shall mean those persons so defined in Section 3.1 and 3.2, below.

1.17 "Normal Waterline" shall have the meaning set out in Article X, and as delineated on the Master Plan.

1.18 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.19 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of any obligation.

1.20 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.21 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.22 "Streets" shall mean all Streets shown on any now or hereafter recorded plat of The Property.

1.23 "The Property" shall mean the real property described on Exhibit "A".

1.24 "Unplatted Property" shall mean that portion of The Property for which no plat has been filed. Upon filing of a plat for any portion of unplatted property, that portion shall no longer be considered unplatted property.

1.25 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE II

### Property Subject to this Declaration and Additions Thereto

Section 2.1 Initial Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Mustang, Oklahoma, and shall be that portion of the property which is platted as Savannah Lakes, Lots 1 through 5, inclusive in Block 1, and Lots 1 through 5, inclusive in Block 2, which property initially subject hereto being herein referred to as "Initial Property".

Section 2.2 Intent for Future Plats Within Existing Property. The Declarant reserves the right to plat additional property contiguous to the initial property, and to declare such additional platted property subject to all terms and conditions of this Declaration of Covenants and Restrictions. Declarant reserves the right to modify any of the provisions hereof for such additional platted property, or to, at Declarant's option, use that portion of the property which is not part of the initial property, in any manner Declarant might choose, subject only to compliance with applicable law and the ordinances, rules and regulations of the City of Mustang.

## ARTICLE III

### Membership and Voting Rights in Association Powers and Duties

Section 3.1 Membership. Membership in the Association shall be restricted to Lot Owners, and each Lot Owner shall be a Member of the Association. Membership shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon creation of the Association.

Section 3.2 Effective Date of Membership. When some or all of the existing property which is not platted as part of Savannah Lakes, is platted, each lot owner with respect to each lot therein shall become a member of the Association. Such

membership shall become effective on the day an individual or entity becomes a lot owner, The Declarant's membership shall become effective upon the final plat of any such area being filed.

Section 3.3 Voting Rights. Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds such interest or interests in a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Section 3.4 Powers and Duties. The Association shall have the following powers and duties:

(a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas and/or Maintained Areas.

(b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and/or Maintained Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.

(d) The Association, at any time, and from time to time, may establish, in accordance with the By-Laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas and/or Maintained Areas by Lot Owners, their guests, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Areas and/or Maintained Areas and other activities which if not so regulated, might detract from the appearance of the Common Areas and/or Maintained Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Areas and/or Maintained Areas. The Association shall send a copy of such rules and regulations, together with amendments and

additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

(e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association.

Section 3.5 Enforcement. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. §856.

#### ARTICLE IV

##### Property Rights in Common Area and Maintained Area

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot. The Association is hereby granted an easement as necessary to maintain the entry improvements located or to be located on a portion of Lot 1, Block 1, and Lot 1, Block 2 of Savannah Lakes.

Section 4.2 Title to Common Area. The Declarant may retain the legal title to the Common Area or any part thereof until such time as, in the opinion of the Declarant, the Association is able to maintain the same; but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that Declarant shall convey to the Association all of the Common Area and its rights with respect to the Maintained Area within each section within the platted property of each section, free and clear of all liens and encumbrances, not later than such time as more than eighty percent (80%) of the lots, within that section, excluding the common area, are occupied as a home. Provided, after conveyance of the Common Areas and/or its rights to the Maintained Areas to Association, Declarant reserves the right to enter upon same for the purpose of performing such maintenance and/or modification as Declarant determines necessary.

4.3 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules; and,

4.3.2 The right of the Declarant, so long as it holds legal title thereto, or the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Area, provided that the proposed design and location of each such drainage and underground facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

4.3.3 The right of the Association to dedicate or convey all or any part of the Common Area, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.3.2, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

4.4 Additional Common Area. The Declarant reserves the right to determine an additional Common Area(s) subsequent to the filing of any plat on any portion of the platted property the ownership of which is retained by Declarant, including, but not limited to, a Common Area of pond and surrounding park area created by the construction of a dam on the creek within the subject property.

#### ARTICLE V

#### Covenant for Assessment

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.12, below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital

improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.1.1.2 No assessments shall be payable by a Lot owner within Savannah Lakes, until such time that at least 50% of the lots in that section of the development are transferred to someone other than the Declarant. For example, for Savannah Lakes, no assessment shall be payable by any lot owner until 5 lots are transferred. No assessments shall be payable by a Lot owner of any additional portions of the property being platted until such time that at least 50% of the Lots in that particular section (phase) of the development of The Property are transferred to someone other than the Declarant. Provided further, at no time shall Declarant be responsible for the payment of any assessment for any Lot or unplatted property within the existing property.

5.1.1.3 Upon assessments becoming payable pursuant to the previous paragraph, the Association or Declarant shall give notice to the Lot owner thereof, and such assessment shall be paid within 30 days of receipt of said notice, with such payment to be prorated to the end of that annual assessment period.

#### Section 5.2 Purpose of Assessments.

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement, maintenance, repair and operation of the Common Area and/or Maintained Area and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Area and facilities and for the cost of labor, equipment, materials, management and supervision thereof.

5.2.2 Only the Declarant, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common area to which the Declarant still holds legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$180.00 per Lot. The annual maintenance assessment may be increased by a vote of the



members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount. Declarant shall not be assessed any annual or special assessment whatsoever,

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual maintenance and assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose; written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year.

Section 5.5. Change in Basis and Annual Assessments. The Association may change the annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospectively for any one year period and at the end of such one year period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below.

Section 5.6 Quorum for Any Action Authorized Under Section 5.4 and 5.5. The presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum.

Section 5.7 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 Date of Commencement of Annual Maintenance Assessments: Due Dates.

5.8.1 The annual maintenance assessments shall commence on the first day of the month following the sale of at least 50% of the lots in that particular section of the development. Maintenance assessments shall be on a calendar year basis, with the first payment prorated to the first day of the next calendar year.

5.8.2 Subsequent annual maintenance assessments shall become due and payable on the first day of each calendar year.

5.8.3 The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessments.

Section 5.9 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

5.9.1 If any assessment is not paid on or before the due date (being a date specified in Section 5.8 hereof), then such assessment shall be delinquent and until paid shall be a lien on the Lot. The personal obligation of the Lot Owner to pay such assessment shall continue for the statutory period, and shall not pass to the successor in title unless expressly assumed by the successor.

5.9.2 If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at 18% per annum. The Association may bring legal action against all Lot Owners personally obligated to pay the same and/or an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 5.10 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 5.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

5.11.1 All property acquired by a governmental agency for public use, provided that so long as a Lot may be used for residential purposes which comply with the minimum building requirements of this Declaration, such Lot shall receive no exemption from said assessments, charges and liens.

5.11.2 All Common Area.

5.11.3 All property retained by Declarant.

## ARTICLE VI

### Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Area, nor shall any exterior addition to or change or alteration therein be made, or any alteration to the topography until the plans and specifications, including a plot plan showing the location of the proposed improvement(s) with respect to topography, finished ground elevations, and in relation to front building and side lot setback lines, and showing the nature, kind, shape, heights, materials, elevation and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant owns any interest in the property or (b) thereafter, the Board, or a committee composed of three (3) or more representatives approved by the Board, shall become the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied. Further, the name, address and phone number of the builders contracted to construct any of the improvements shall have been submitted to, and approved in writing by the Architectural Committee. Any such decision by the Architectural Committee approving or disapproving any structures or any builder shall be final and binding on all parties.

Section 6.2 Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

## ARTICLE VII

### Land Classification, Permitted Uses and Restrictions

Section 7.1 Land Classification. All Lots in Savannah Lakes are hereby classified as detached Single Family dwelling lots unless otherwise designated on the Master Plan for the exclusive use and benefit of the Owner thereof. No gainful

occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon, except for Declarant's office. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereto, and to the Rules.

## Section 7.2 Building Restrictions.

7.2.1 Minimum Residence Size for Savannah Lakes. The minimum residence, exclusive of basement, open porches, attached carport, attached garages, overhangs and detached structures to be built on any Lot shall be 2,200 square feet for a single story structure, and 1,500 square feet for the ground floor of a two story structure.

7.2.2 Maximum Height. No building shall exceed 35 feet in height.

7.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 80 percent brick, stone or drivit and each Detached Structure, if visible from neighboring property or from the street, including mail boxes, and except greenhouses, shall be constructed of the same materials of the residence to which it is appurtenant. As an exception to the provision of the sentence immediately preceding, upon approval by the Architectural Committee, similar styles of architecture may be utilized and constructed, even though such building styles may result in less than 80% of the first floor utilizing brick, stone or drivit as the principal exterior material. And as an additional exception to the provision of the first sentence of this paragraph, upon approval by the Architectural Committee, a non-conforming detached structure may be constructed with appropriate site proof screening as determined by the Architectural Committee. No artificial stone or rock of any kind will be permitted. To the extent that wood is used on the exterior of any residence, it must be of a durable variety. Roofs shall be of tile or laminated architectural composition shingles, provided that said laminated architectural composition scingles shall have a minimum weight of 250 lbs. per square. All roof materials shall be of weathered wood color.

7.2.4 Garages. Garages or carports must be at least two cars wide and must be constructed within all building limit lines.

7.2.5 Building Limit Lines. No building shall be located on any Lot nearer than thirty (30) feet from the front lot line. No building shall be located on any Lot nearer than five (5) feet from any other lot line, all as shown on the recorded plat, and as required by the City of Mustang.

7.2.6 Signs, Billboards, and Detached Structures.

7.2.6.1 No signs or billboards will be permitted on the Common Area or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

7.2.6.2 Any detached structure may be constructed of materials other than set forth above with prior written approval of the Architectural Committee, and with appropriate screening determined by the Architectural Committee.

7.2.7 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the adjacent property and/or the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his Agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement may effect all necessary repairs and charge the cost of the same to such Owner.

7.2.8 Moving Existing Buildings Onto a Lot Prohibited. No mobile homes, manufactured housing or existing structures may be moved onto any Lot from another location.

7.2.9 Completion of Construction. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing, and must be completed within one year. If not so completed, the Declarant (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. Whether the completion of such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be imposed against the subject Lot in the same manner as if such lien arose by reason of delinquent assessments, and such costs shall constitute a personal obligation of the record owner of said Lot at the time such completion expenditures are made.

7.2.10 Variances. As to any Lot, the limitations and restrictions of 7.2.2 through 7.2.9, inclusive, may be waived or modified by the Architectural Committee, upon written application made in advance by the Lot Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.2.11 Utilities. The Owner of each Lot shall provide the required facilities to receive electric service, water, cable, natural gas and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishings of such services through or from overhead wiring facilities so long as underground distribution systems are available.

7.2.12 Mailboxes. The location and style of all mailboxes placed at the curb of any Lot must be approved by the Architectural Committee. In the event the postal authorities will only deliver mail curbside to one side of the street, mailboxes may be located at curbside for other Lots, provided, no more than two mailboxes will be located on any one lot.

7.2.13 Fences. All fence construction must be approved by the Architectural Committee. Barbed wire, chain link or similar fencing material is specifically prohibited, except for black vinyl coated chain link. No fence shall ever be constructed, erected, placed or maintained forward of the front building limit or setback line, on each lot, as shown on the recorded plat, except a painted wooden or wrought iron fence, clearly decorative in nature.

7.2.14 Driveways. All driveways entering residential lots or building sites must have paved concrete approaches of not less than eighteen (18) feet in width at the entrance, with an adequate turning radius.

7.2.15 Driveways to Plantation Terrace. At no time and under no circumstances shall the owners of Lot 1, Block 1, and Lot 1, Block 2 of Savannah Lakes construct a driveway of any sort, either temporary or permanent, connecting their lot to Plantation Terrace.

7.2.16 Parking of Vehicles. No vehicle of any kind shall be allowed on unpaved portions of the Common Areas, Maintained Areas or any unpaved portion of any lot, except as necessary for maintenance purposes.

7.2.17 Recreation Equipment. Basketball goals, or other related recreation equipment, must be free standing and positioned behind the front line of the home. Basketball hoops and goals attached to the home or garage are prohibited.

7.2.18 Clothes Lines. No exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any lot or on any structure thereon.

7.2.19 Swimming Pools. No above ground swimming pools shall be erected, installed or maintained on any lot.

7.2.20 Drainage Easements. No structure, planting or other materials shall be placed or permitted to remain within any drainage easements or within any utility or similar easement shown on the plat or otherwise granted, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. No conveyance by Declarant of any lot, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

## ARTICLE VIII

### General Restrictions

Section 8.1 Use of Lots. Each Lot in Savannah Lakes, with the exception of the Common Area, shall be used exclusively for Single Family residential purposes. No business, trade or other such activity shall be permitted within The Properties, except as set forth in Section 7.1 above. Notwithstanding anything contained within this Declaration to the contrary, the Declarant shall be permitted to maintain and operate within The Properties a sales office and/or a construction office, provided, however, this exemption in favor of Declarant shall terminate at such time as Declarant no longer owns any tracts within The Properties. Also notwithstanding anything contained within this Declaration to the contrary, the Association may maintain such offices or other facilities as are necessary for the conduct of the Association's business and the upkeep and maintenance of Common Areas.

Section 8.2 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets or yard pets and not kept, bred or

raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section 8.2 a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 8.3 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the street and the property line.

Section 8.4 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 8.5 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. A complaint to abate any nuisance shall first be filed, in writing, with the Board of Directors of the Association. If the Board of Directors does not resolve the complaint within thirty (30) days, the complainant may file an action in the District Court of Canadian County, Oklahoma, for abatement of such nuisance.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 8.7 Drilling. No drilling or puncturing of the surface for water, oil, gas, other hydrocarbons, or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

Section 8.8 Boats and Trailers; Temporary Residences. Boats, travel trailers, recreational vehicles, mobile homes, camping trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the Streets and not visible from neighboring property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No outbuildings on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.



Section 8.9 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee. Provided, if, in the opinion of the Architectural Committee, any Lot is not maintained pursuant to the provisions hereof, the Committee may cause said Lot to be so maintained, and may charge the Lot owner thereof with the cost of such maintenance, which cost shall become a lien against said Lot the same as the assessment lien provided for in Section 5.10 hereof.

Section 8.10 Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.11 Garbage, Trash Containers and Collections. All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from the street or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

Section 8.12 Antennae and Satellite Dishes. Other than television antennae and television satellite dishes, no antennae of any type, including, but not limited to, transmitting antennae or radio antennae, are permitted. No outside television antenna shall be erected, installed or maintained on any Lot, or on any Structures thereon, except that an outside television antennae and any of its supporting apparatus combined will not exceed five foot (5') in length, and will not exceed three foot (3') in height above the roof or chimney of the Structure. Outdoor installations of satellite dishes are possible with approved placement and site proof screening as determined by the Architectural Committee.

Section 8.13 Prohibition of Splitting or Subdivision of Lots. No Lot shall be subdivided, divided, or split, without the approval of the Architectural Committee. Two or more lots may be combined for construction of a single residence with the approval of the Architectural Committee.

## ARTICLE IX

### General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument

signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Lot Owner against any person or persons, violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and against that failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 9.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their sole option exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

## ARTICLE X

### Special Creek Provisions

Section 10.1 General Provisions Regarding Creeks. A portion of the Common Area, platted property and unplatted property is covered by a Creek area. The normal waterline of such Creek area is depicted on the Master Plan, referred to as the "Normal Waterline". The Master Plan also depicts the area within the Normal Waterline and the area of the Creek. The actual body of water itself will at times exceed the Normal Waterline and the Creek area, and at other times will recede from the Normal Waterline and the Creek area. The actual area covered by water at a given time and constituting the referenced body of water is herein called the "Creek". The boundaries of such Creek will fluctuate, while the limits of the Normal Waterline will remain constant.

Section 10.2 General Regulation of Creek. Neither the Association or any Lot Owner shall take any action or permit any action to be taken which has as its result any significant alteration of the Creek. No fill dirt or fill of any sort shall

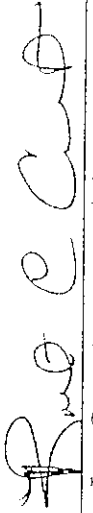
be placed so as to alter these. Additionally, no retaining walls shall be constructed along or adjacent to the Normal Waterline, except with permission of the Architectural Committee. Notwithstanding the foregoing, the Declarant is authorized to add fill dirt or fill of other sorts and to construct retaining walls along or adjacent to the Drainage Easement(s) and/or Normal Waterline.

Section 10.3 Fluctuating of Creek with Respect to Normal Waterline. Phenomenon existing in nature will result in a fluctuation of the level of the Creek to levels above and below the Normal Waterline. To the extent that the water exceeds the boundaries of the Normal Waterline so that the water covers portions of Lots, a license and easement shall automatically come into existence in favor of the Association permitting the presence of such water on individual Lots, and the presence of such water shall not constitute a trespass. However this license permitting water on Lots shall not permit the Association, any member of the Association, or any third party to trespass, by vessel or otherwise, upon such portion of a Lot covered with water. In no case shall the Declarant or the Association be liable for damages caused by fluctuations in the level of the Creek; and, in no case shall either Lot Owners or the Association be required to pay any additional compensation for the licenses granted based on such fluctuation in the level of the Creek.

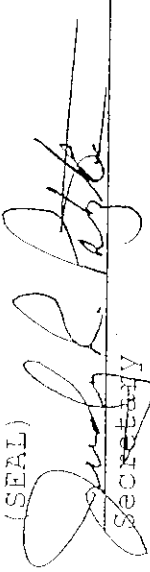
Section 10.4 Drainage Easement(s). There is hereby granted in favor of all owners of Lots within the properties an easement for drainage purposes as shown on the recorded plat and any subsequently recorded plat. Nothing shall be done by an owner, or any person on the owner's behalf, to change or modify the flow and/or drainage of water within said easement as the same crosses any Lot or common area of the properties.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 5th day of MARCH, 1997.

DESTA LIMITED PARTNERSHIP

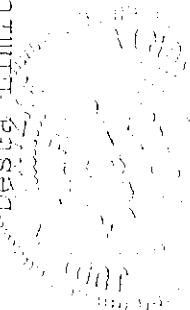
By:   
Robert L. Crout, President  
Destta Corp., General Partner

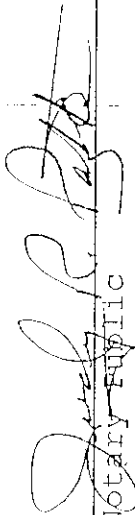
Attest:

(SEAL)  
  
SECRETARY

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF CANADIAN )

Acknowledged before me this 5<sup>th</sup> day of MARCH, 1997, by  
Robert L. Crout, President of Desta Corp., General Partner of  
Desta Limited Partnership.



  
Notary Public

My Commission Expires:

AUG 13, 1997

EXHIBIT "A"

Lots One (1) through Five (5), inclusive, Block One (1), and Lots One (1) through Five (5), inclusive, Block Two (2), Savannah Lakes Addition, an addition to the City of Mustang, Canadian County, Oklahoma