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**DECLARATION OF COVENANTS AND RESTRICTIONS OF
SPITLER LAKE ESTATES (ALL SECTIONS)**

THIS DECLARATION, made this 31st day of March, 2004, by Donald C. Anderson and Charlene Anderson, Trustees of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust, hereinafter called "Declarants".

Num. Index _____

WITNESSETH:

E.& P.N. Index _____

Margin _____

WHEREAS, Declarants are the owners of real property described on Exhibit "A" of this Declaration and desire to create thereon a residential community with a common area for the benefit of the said community, and

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in such community and for the maintenance of the common areas, and further to provide for development of the community in accordance with a General Plan; and to this end, Declarants desire to subject that real property described on Exhibit "A" platted as Spitler Lake Estates, 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, Declarants have 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 community properties, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Declarants have incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Spitler Lake Estates Property Owners' Association, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, DECLARANTS DECLARE that they are the owners of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. § 851, et seq., into "Lots", "Streets" and "Common Areas" under the name Spitler Lake Estates, and as to be shown on subsequently recorded plats for subsequent sections, 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. Declarants further declare that in addition to the easements shown on the aforesaid recorded plat, the "Common Area", may be used for drainage and detention of surface water runoff.

AND DECLARANTS FURTHER DECLARE 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

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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, devisees, 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 Declarants, 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 filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.3 "Association" shall mean and refer to the Spitler Lake Estates Property Owners' Association, Inc., an Oklahoma non profit corporation.

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 the recorded subdivision plat of Spitler Lake Estates, and any hereafter recorded subdivision plat covering all or part of The Property, and shall include any island areas within the "streets". The existing walking trail along the Lake(s) lying within the Common Area, whether or not the walking trail is entirely within the Common Area or all or part thereof is on the adjacent lot, shall be treated as Common Area.

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

1.9 "Declarants" shall mean Donald C. Anderson and Charlene Anderson, with their principal place of business in Mustang, Oklahoma.

1.10 "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Spitler Lake Estates, including all Exhibits hereto.

1.11 "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 and greenhouses. Under no circumstance shall temporary or portable structures be allowed.

1.12 "General Plan" shall mean the General Plan of Development for Spitler Lake Estates as delineated by this Declaration, the recorded subdivision plat and subsequently recorded plats and the Master Plan.

1.13 "Lake" shall have the meaning set out in Article X.

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 Property.

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

Section 2.1 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, Canadian County, Oklahoma, and shall be that portion of The Property which is platted as Spitler Lake Estates (All Sections), "Property".

ARTICLE III

Membership and Voting Rights in Association

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.

Section 3.2 Effective Date of Membership. When some or all of The Property which is not platted as part of Spitler Lake Estates, 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 Declarants' 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. Provided, if a single residence is located on two or more adjacent lots they shall be treated as one lot for the purpose of this section.

Section 3.4 Incorporation. Declarants or a majority of the Members of the Association may elect to incorporate the Association as a non-profit corporation at any time.

ARTICLE IV

Property Rights in the Common 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. Members shall also have a right and easement and are hereby granted such right and easement along the existing walking trail on the lots which abut the Lake(s). Provided, this walking trail shall be maintained by the Association as if the same was entirely located within the Common Area.

Section 4.2 Title to Common Area. The Declarants may retain the legal title to the Common Area or any part thereof until such time as, in the opinion of the Declarants, the Association is able to maintain the same; notwithstanding any provision herein, the Declarants hereby covenant, for themselves, their successors and assigns, that Declarants shall convey to the Association all of the Common 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 Area to Association, Declarants reserve the right to enter upon same for the purpose of performing such maintenance and/or modification as Declarants determine necessary.

Section 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 Declarants, so long as they hold 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.

ARTICLE V

Covenant for Assessment

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

5.1.1 The Declarants, for each Lot owned by them within The Properties, hereby covenant, and, except as provided in Section 5.1.2, below, each 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.

5.1.2 Assessments shall be payable by a Lot owner within the Property, at such time such Lot is transferred to someone other than the Declarants. Provided further, at no time shall Declarants be responsible for the payment of any assessment for any Lot or unplatted property within the existing property. Assessments shall be payable January 1 of each year for the next ensuing calendar year. Assessment shall be prorated for the year of ownership.

5.1.3 Upon assessments becoming payable pursuant to the previous paragraph, the Association or Declarants 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 Property and in particular

for the improvement, maintenance, repair and operation of the Common 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 Declarants, or their agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common area to which the Declarants still hold legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$120.00 per Lot. The annual maintenance assessment may be increased by a vote of the Board 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. Declarants shall not be assessed any annual or special assessment whatsoever.

Section 5.4 Special Assessments for Capital Improvements and Maintenance. 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, or maintenance 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.

Section 5.5. Change in Basis and Annual Assessments. The Board may change the annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, at any time at a meeting duly called for this purpose, written notice of which shall be sent to all Members and Board of Directors at least ten (10) days in advance and which shall set forth the purpose of the meeting. Any charge shall be effective and due on the first day of the next succeeding month and shall be prorated for the remainder of that calendar year.

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

5.8.1 If any assessment is not paid on or before the due date, 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.

5.8.2 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 5.9 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 property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 5.10 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

5.10.1 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.

5.10.2 All Common Area.

5.10.3 All property retained by Declarants.

ARTICLE VI

Architectural Control

Section 6.1 Review. No building, fence, mailbox, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Property, including the Common Area, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented, or any alteration to the creek as shown on the plat as the same crosses any portion of any platted lot, until the plans and specifications showing the nature, kind, shape, heights, materials 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 Declarants so long as the Declarants own 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.

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 are hereby classified as detached single family dwelling lots. With the exception of the Declarants' office, if any, 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. 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 Spitler Lake Estate. The minimum residence, exclusive of basement, open porches, attached carport, attached garages, overhangs and detached structures to be built on Lots 1 through 19 inclusive, Block 1, shall be a minimum of 2,500 square feet, and on Lots 20 through 29 inclusive, Block 1, shall be a minimum of 2,200 square feet; otherwise the minimum size shall be 2,000 square feet.

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

7.2.3 Materials. Each Detached Structure, including mail boxes, and except greenhouses, shall be constructed of the same materials of the residence to which it is appurtenant.

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. All building limit lines shall comply with the applicable ordinances of the City of Mustang, Oklahoma.

7.2.6 Signs, Billboards, and Detached Structures.

7.2.6.1 No signs or billboards will be permitted on the Common Area (except signs of identity approved by the Architectural Committee), 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 Declarants.

7.2.6.2 Detached structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for greenhouses, does not correspond in style with architecture to the residence to which it is appurtenant, or (b) is more than one story in height.

7.2.6.3 The design and materials used in all mailboxes, to be located near the curb of each Lot, shall be approved by the Architectural Committee prior to construction, in accordance with Section 6.1. The Declarants shall furnish uniform street number blocks for each mailbox. Mailboxes shall be constructed to be in conformity with existing structures. In the event the United States Postal Service requires all mailboxes be located on only one side of any street, each Lot Owner shall permit one additional mailbox to be located upon their respective Lot.

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 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 affect all necessary repairs and charge the cost of the same to such Owner.

7.2.8 Moving Existing Buildings Onto a Lot Prohibited. No existing, erected house, detached structure or mobile home may be moved onto any Lot from another location or otherwise.

7.2.9 Commencement and Completion of Construction.

7.2.9.1 Commencement of Construction. Construction of the principal dwelling on each Lot must be commenced within 36 months of the date of conveyance of each such Lot to the first purchaser of same. In the event a Lot Owner fails to comply with this provision as to the commencement of construction, an option shall automatically arise in favor of the Declarants to repurchase the Lot from the then Owner at the same price as originally paid by the first purchaser to Declarants. The Architectural Committee may grant a variance constituting an extension of this maximum period within which construction must commence in accordance with the provisions of Section 7.2.10 hereof. For purposes of this paragraph, construction shall be deemed to be commenced upon pouring or emplacement of the foundation of the principal dwelling.

7.2.9.2 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. If a delay of more than 60 days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Declarants (unless the Declarants are no longer an Owner of any property within The Property, 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 Declarants or by the Association, a lien for the amount of costs necessary to complete such construction shall be performed by the Declarants 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 7.2.9.2, inclusive, may be waived or modified by the Architectural Committee, upon written application made in advance by the 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. Current utility providers to the property include Oklahoma Natural Gas, Caddo Electric Cooperative and the City of Mustang (water, sewer and garbage). Owners are encouraged to use these current utility providers.

7.2.12 Fences. No fences shall be constructed in the Common Area, except by and with the approval of the Architectural Committee. Any fences constructed on any Lots which abut the Lake(s) shall be constructed of wrought iron, rail or other similar decorative fences and shall not restrict the view from adjacent Lots of the Lake(s). No fence of any type shall be constructed within ten (10) feet of the walking trail along the Lake(s). Chain link fences are specifically prohibited on any Lots which abut the Lake(s). Any fence construction on any Lot is subject to review and approval by the Architectural Committee in accordance with Article VI.

7.2.13 Detached Structures. Construction of any detached structure is subject to review and approval of the Architectural Committee in accordance with the provisions of Article VI. It is the intention of the Declarant that such detached structures not detract from the overall esthetic quality of the development. If approved the front of a detached structure (meaning the side located closest to the street) shall not be closer to that street than the rear or back of the main residential structure. The exterior material used on a detached structure shall be consistent with the exterior material used on the main residential structure on all sides which are clearly visible from any street. Any metal exterior materials approved by the Architectural Committee must be painted a color consistent with the exterior material color of the main residential structure.

7.2.14 Exterior Building Materials. All exterior building materials must be reviewed and approved by the Architectural Committee in accordance with Article VI and must be primarily of brick, stone or stucco or such other material as is approved by the Architectural Committee.

ARTICLE VIII

General Restrictions

Section 8.1 Use of Lots. Each Lot in All Sections, 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 Property. Notwithstanding anything contained within this Declaration to the contrary, the Declarants shall be permitted to maintain and operate within The Property a sales office and/or a construction office, provided, this exemption in favor of Declarants shall terminate at such time as Declarants no longer own any property within The Property. 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.

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 oil, gas, other hydrocarbons, water or other minerals, shall be permitted without the prior written consent of the Architectural Committee, except a member may drill a well(s) for domestic use at and about the residence of that member, provided it is a supplemental supply to the public water supply available to that lot, and provided further, that the drilling and use of such well water complies with all federal, state and local laws, mandates and ordinances.

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 his 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 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 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 Clothes Drying Facilities. No outside clothes drying or airing facility shall be visible from neighboring property.

Section 8.13 Antennae and Satellite Dishes. Television antennae, other antennae and television satellite dishes are permitted; provided, no antennae of any kind may project more than ten(10) feet above the highest level of the roof of the residence, and no satellite dishes may be placed outside of the building lines provided for herein, and shall not be "Visible From Neighboring Property" without the consent of the owner of the neighboring property.

Section 8.14 Prohibition Upon Removal of Trees. No tree, the trunk of which exceeds three (3) inches in diameter, whether living or dead, may be removed without the prior written approval of the Architectural Committee. This restriction shall apply to existing trees and trees which may come into existence in the future. This provision shall not apply to Declarants.

Section 8.15 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 adjacent lots may be combined for construction of a single residence, subject to approval of the Architectural Committee; provided, if two or more adjacent lots are so combined, then the owner of the combined lots shall only be entitled to a single vote for the combined lots rather than the one vote per lot as set forth in Section 3.3 above.

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 the Declaration was 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 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, provided, 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 and all costs.

Section 9.4 Right to Assign. The Declarants by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, their assignees or grantees may at their 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 Lake and Creek Provisions

Section 10.1 General Provisions Regarding Lake(s) and Creek. A portion of the Common Area, platted property and unplatted property is covered by one or more bodies of water and a Creek area, and the normal waterline of such bodies of water depicted as 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 "Lake(s)" or "Creek". The boundaries of such Lake(s) and Creek will fluctuate, while the limits of the Normal Waterline will remain constant.

Section 10.2 General Regulation of Lake(s) and Creek. Neither the Association nor any Lot Owner shall take any action or permit any action to be taken which has as its result any significant alteration of the Lake(s) or 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 Declarants are authorized to add fill dirt or fill of other sorts and to construct retaining walls along or adjacent to the Normal Waterline.

Section 10.3 Fluctuating of Lake(s) and Creek with Respect to Normal Waterline. Phenomenon existing in nature will result in a fluctuation of the level of the Lake(s) and 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 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 Declarants or the Association be liable for damages caused by fluctuations in the level of the Lake(s) or 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 Lake(s) or 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.

Section 10.5 Swimming Prohibited. Swimming is expressly prohibited in the lake or other body of water, other than a man made swimming pool constructed for that purpose, lying within the Common Area.

Section 10.6 Gasoline Powered Engines Prohibited. Gasoline powered engines on boats or any other watercraft are prohibited on the lake or any other body of water lying within the Common Area. Electric battery powered trolling motors are permitted.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarants as of the day and year first above written.

SPITLER LAKE ESTATES

By Ronald C. Anderson, Trustee
Donald C. Anderson, Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust

By Charlene Anderson, Trustee
Charlene Anderson, Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust

STATE OF OKLAHOMA

ss.

COUNTY OF CANADIAN

Acknowledged before me this 31st day of March, 2004, by Donald C. Anderson, Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust and Charlene Anderson, Trustee of the Donald C. Anderson Trust and the Charlene Anderson Living Trust.



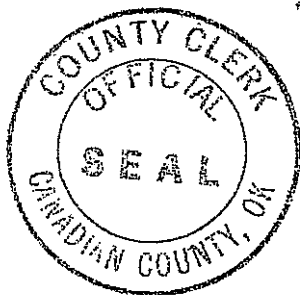
Keisha Conrad
Notary Public

My Commission Expires:

01-19-2007

EXHIBIT "A"

Part of the Northwest Quarter (NW/4) of Section Thirty-one (31), Township Eleven (11) North Range Five (5) West and the Northeast Quarter (NE/4) of Section Thirty-six (36), Township Eleven (11) North, Range Six (6) West, I.M., Canadian County, Oklahoma, and more particularly described as follows: Beginning at the Southwest corner of the NE/4 of Section 31, T11N, R5W, of the I.M., Canadian County, Oklahoma, Thence N0°10'13"E along the West line of said NW/4 of Section 31 a distance of 446.07 feet; Thence N28°23'49"W into the NE/4 of Section 36, T11N, R6W a distance of 265.03 feet; Thence N14°38'15"E a distance of 110.00 feet; Thence N55°21'45"W a distance of 187.42 feet; Thence N20°21'45"W a distance of 240 feet; Thence N2°38'15"E a distance of 220.00 feet; Thence N36°38'15"E a distance of 160.00 feet; Thence N69°38'15"E a distance of 249.22 feet to a point on the East line of the NE/4 of Section 36, T11N, R6W; Thence N54°07'48"E into the NW/4 of Section 31, T11N, R5W a distance of 564.82 feet; Thence N6°37'48"E a distance of 230.00 feet; Thence N30°07'48"E a distance of 445.36 feet; Thence N0°10'13"E a distance of 128.46 feet to a point on the North line of said NW/4; Thence N89°12'44"E along the North line of said NW/4 a distance of 1209.91 feet; Thence S0°10'21"E a distance of 635.00 feet; Thence N89°12'44"E a distance of 310.80 feet; Thence S0°10'21"E a distance of 873.10 feet; Thence N89°12'44"E a distance of 48.00 feet; Thence S0°10'21"E a distance of 1074.61 feet; Thence S89°39'00"W a distance of 55.00 feet; Thence S0°10'21"E a distance of 50.00 feet to a point on the South line of said NW/4; Thence S89°39'01"W along the South line of said NW/4 a distance of 2234.30 feet to the Point of Beginning, and containing 125.04 acres in the NW/4 of Section 31, T11N, R5W and the NE/4 of Section 36, T11N, R6W, Canadian County, Oklahoma, and subject to any Easements and Rights of Ways of record



Doc # 2004008546
 Bk 2891
 Pg 576-593
 DATE 04/01/04 10:49:23
 Filing Fee \$47.00
 Documentary Tax \$0.00
 State of Oklahoma
 County of CANADIAN
 CANADIAN County Clerk
 PHYLLIS BLAIR

JAB/tm
8/18/04
6447-01
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AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS OF SPITLER LAKE ESTATES (ALL SECTIONS)

THIS AMENDMENT to Declaration of Covenants and Restrictions of Spitler Lake Estates (All Sections) made this 19th day of August, 2004, by Donald C. Anderson and Charlene Anderson, Trustees of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust, hereinafter called "Declarants".

WITNESSETH

WHEREAS, the Declaration of Covenants and Restrictions of Spitler Lake Estates (All Sections) is filed of record in Book 2916 at Pages 666 et seq. in the office of the County Clerk of Canadian County, Oklahoma, and

WHEREAS, Declarants are the owners of the real property described on Exhibit "A" hereto and desire to amend said Declaration of Covenants and Restrictions as follows:

- 1. Section 1.9 is amended to read as follows:

1.9 "Declarants" shall mean Donald C. Anderson and Charlene Anderson, Trustees of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust, with their principal place of business in Mustang, Oklahoma. Declarants authorize Donald C. Anderson and/or Charlene Anderson individually to act on their behalf.

B&P.N. Index _____
Margin _____

- 2. Section 6.1 is amended changing any reference to "thirty (30) days" to "seven (7) days".

- 3. Section 7.2.2 is amended to read as follows:

7.2.2 Maximum Height and Roof Pitch. No building shall exceed 35 feet in height. Roof pitch must be a minimum ratio of 8:12.

- 4. Section 7.2.14 is amended to read as follows:

7.2.14 Exterior Building Materials and Stem Walls. All exterior building materials must be reviewed and approved by the Architectural Committee in accordance with Article VI and, except for homes of Victorian style, must be primarily of brick, stone or stucco or such other material as is approved by the Architectural Committee. No stem wall shall be exposed but shall be covered by exterior building material consistent with the primary exterior building material of that home or structure.

Ret to: Donald Anderson, 211 S. Melrose Dr., Mustang, Ok 73064

Except as amended herein the Declaration of Covenants and Restrictions of Spitle Lake Estates (All Sections), last recorded in Book 2916 at Pages 666 et seq. shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

SPITLER LAKE ESTATES

By: Ronald C. Anderson, Trustee
Donald C. Anderson Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust

By: Charlene Anderson, Trustee
Charlene Anderson Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust

STATE OF OKLAHOMA |
COUNTY OF CANADIAN | ss.

Before me, a Notary Public in and for said County and State, on this ___ day of August, 2004, personally appeared Donald C. Anderson, Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust, and Charlene Anderson, Trustee of the Donald C. Anderson Living Trust and the Charlene Anderson Living Trust, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and the voluntary act and deed of said Trusts, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Malissa Boydston
Notary Public



(SEAL)

My Commission Expires:
9/23/04