

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR SWEETWATER SPRINGS SECTIONS 5, 6, 7  
AN ADDITION TO LOGAN COUNTY, OKLAHOMA**

The Declaration is made this 1st day of August, 2015, by Sweetwater Springs 5-7 HOA, Inc., an Oklahoma corporation, owner of the land and improvements ("Subject Property") described herein on Exhibit "A", "B", and "C" which is attached hereto and incorporated herein.

**RECITALS**

WHEREAS, Sweetwater Springs 5-7 HOA, Inc. an Oklahoma corporation, hereafter referred to as the "Association", is the owner of the Subject Property located in Logan County, Oklahoma and described herein on the attached "Exhibit A", "B", and "C".

WHEREAS, the Subject Property has been platted into Lots and Blocks for separate ownership (Sweetwater Springs Section 5), which plat was filed on December 3, 2007 and recorded at Plat Book 9, page 21, at the office of the County Clerk of Logan County, Oklahoma, and

WHEREAS, the Subject Property has been platted into Lots and Blocks for separate ownership (Sweetwater Springs Section 6), subject to these Declarations which plat has been filed for record on the 30th day of March, 2012, in the County Clerk's office of Logan County, Oklahoma, at Plat Book 14, page 2 and

WHEREAS, the Subject Property has been platted into Lots and Blocks for separate ownership (Sweetwater Springs Section 7), subject to these Declarations which Replat of Section 7 has been filed for record on the 16th day of December, 2013, in the County Clerk's office of Logan County, Oklahoma, at Plat Book 15, page 4 and

WHEREAS, Association desires to submit the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§ 851 et seq, as amended); and

NOW, THEREFORE, except as specifically stated herein, Association does hereby adopt the terms, conditions and provisions set out and contained in the Declaration of Covenants, Conditions and Restrictions filed for Sweetwater Springs 5-7 HOA Addition filed and shall be for the use and benefit to the Association, its successors and assigns and to any person or entity acquiring or owning an interest in the Subject Property and improvements, or any portion thereof, its grantees, successors, heirs, personal representative, devisees and assigns.

The adoption of the Declarations described hereinabove shall specifically include and apply to membership in Sweetwater Springs 5-7 HOA, Inc., the mandatory homeowners association created to govern the benefits and duties of ownership of a Lot in the Subject Property.

**ARTICLE I  
DEDICATION**

1.1 Definitions. Unless the context shall expressly provide otherwise:

"Association" or Homeowners Association means Sweetwater Springs 5-7 Homeowners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

"Builder" means an individual or other entity that purchases an unimproved Lot for the purpose of constructing thereon a single-family residence for sale to an owner-occupant.

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"Building" means one or more of the building improvements lying within the real estate described on Exhibit "A".

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plat of the Sweetwater Springs Section 5-7 Addition as a Common Area or designated by the Declarant or Association as a Common Area, and specifically includes those strips of land lying along the section line roads.

"Lot" means a portion of the subject land designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat of the real estate described on Exhibit "A".

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot.

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots for the purpose of occupying the same as a residence.

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

## 1.2 Easements

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated easements and rights-of-way, as shown on the recorded plat, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for governmental entities, the electrical company, gas company, telephone company and/or any other company providing services to the Subject Property to erect and maintain the necessary poles and other necessary equipment on said easements. Within these easements, no structure, planting or other material shall be placed or permitted to remain thereon, which may damage or interfere with the installation and/or maintenance of such utility areas.

(C) Owner's Nonexclusive Easement of Enjoyment, Limitations. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein.

(D) Easement for Section Line and Entryway Road Improvements. The Association and the Developer are specifically granted an easement, the right and the authority to construct a wall or other type of barrier, an entryway sign or other type of improvement along the lot lines of the section line roads and entryway road easements. Any wall so erected shall be the property of the Association, even if said wall resides on an Owner's property lines.

The Association is specifically granted an easement along Douglas Boulevard of up to fifty (50) feet (seventeen feet in addition to the statutory section line road easement) for the sole purpose of maintaining the ground and landscaping. This grant of easement includes the right of access to said fifty (50) foot strip regardless of location of any fence or wall erected by the Developer.

(E) Joint and Mutual Easement for Access to Owners Property. The Association and each Owner of a Lot in the Subject Property is hereby granted and does hereby grant, bargain, sell and convey a roadway easement and mutual access over and across the Subject Property for purposes of ingress and egress to said Owners Property.



1.3 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's guests, or the Owner's tenants; however, Lots shall not be rented by the Owners for any period less than thirty (30) days; and further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

1.4 Mortgaging a Lot; Priority; Mortgage Subject or Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the Interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquired a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted here from.

1.5 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation, the Bylaws of the Association and rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums dues, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

1.6 Revocation or Amendment to Declaration. Except as aforesaid this Declaration shall not be revoked unless all of the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, this Declaration shall not be amended unless the Owners represent an aggregate ownership interest of two-thirds (2/3rds), or more, of the Lots agree to such amendment by instrument(s) duly recorded. However, these Declarations may not be amended to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

Notwithstanding anything herein to the contrary of the Owners may not amend these covenants to dissolve the Homeowner Association created herein in Article II.

## ARTICLE II HOMEOWNERS ASSOCIATION

### 1.1 Mandatory Homeowners Association.

As Owner of a Lot, or upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. Except as stated in this Section, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Association to meet the expenses of the Association. Dues do not commence if the Lot is acquired by a Builder intending to construct a home and market same to a home owner unless the completed home is occupied by the Builder or a tenant.

Declarant and Builders (unless occupied by Builder or a Builder's tenant) shall not be responsible for payment of annual dues or assessments for any Lots, nor may any assessment be imposed upon the first sale or transfer to a Lot from the Declarant or a Builder to an Owner.

2.2 Ownership of Common Areas. Title to the Common Areas and the concomitant right to replat, convey and encumber shall remain in Declarant until declarant conveys said Common Areas to the Association. Upon conveyance from the Declarant the Association shall own all Common Areas and private streets, if any, shown on the plats.



2.3 Association's Maintenance and Responsibility. Upon conveyance from Declarant the Association shall be responsible for the maintenance, operation and repair of all Common Areas shown on any plat where the Lot Owners are made mandatory members of the Association, the gated entrance, private streets, together with any improvements constructed by Declarant on the Subject Property to be used by the Lot Owners, any walls, entrances, or other structures constructed along section line roads or entry way streets and any other areas shown on the plat as common right-of-way such as entrances and center medians.

2.4 Mortgaging a lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

2.5 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

2.6 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner or any business in which a Lot Owner has an interest may receive a credit or compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

### ARTICLE III PROPERTY RESTRICTIONS

3.1 Single Family Residences. All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose. All structures are limited to two (2) stories in height and must have an attached three (3) car garage of seven hundred fifty (750') square foot minimum size. All residential structures must be constructed onsite.

All residences must be setback from the front lot line a minimum of fifty-five (55) feet, the back lot line a minimum of ten (10) feet, including any outbuilding, and from any side lot line a minimum of ten (10) feet.

3.2 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Association, no building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing (by the Association as more fully described below) as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements.

3.3 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than One Thousand Seven Hundred (1700) square feet of living area (heated and cooled space). The first floor of any two story residence must contain a minimum of one-half of the total living area.



3.4 Exterior Requirements; Foundations. The exterior of any residence shall be at least seventy-five (75%) brick, stone or stucco, and twenty-five (25%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of seventy-five (75%) of the exterior of the residence be built of any material other than brick, stone or stucco, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.

3.5 Storage and Other Detached Structures. DETACHED STORAGE BUILDINGS OR OTHERS STRUCTURES ARE NOT ALLOWED UNLESS THE BUILDING OR STRUCTURE CONFORMS TO THE REQUIREMENTS OF THIS PARAGRAPH.

- (A) Any additions, improvement or alterations to the detached storage building must be first be submitted to the Board of Directors for the Association, or Architectural Committee if said Committee has been appointed, for approval prior to construction. Guidelines are as followed: Metal- with painted overhead doors, brick, stucco or stone. Wood Siding or Vinyl Siding- stained or painted. Any chosen materials and colors must compliment the dwelling. All out buildings must be placed upon a concrete pad or on footing and stem construction.
- (B) Carports will not be allowed. Patios and pergolas must also have approval by the Board of Directors for the Association, or the Architectural Committee.

3.6 Driveways; Sidewalks; Mailboxes. All driveways and any additions thereto must be of concrete construction. Driveways must be a minimum of fourteen (14) feet wide. Mail boxes shall be of brick or stone construction with cast address blocks. Poly carts (Roll Cart) must be placed off curb in street at opposite side of mailbox.

3.7 Roofs; Chimneys. Roofs shall be a minimum thirty (30) year architectural composition roofing, weather wood in color with a minimum pitch of 9/12. If color other than said color, must be approved through the Architectural Committee. No three tab laminate shakes, wood shingles, metal, synthetic, and clay tiles are allowed. Any deviation from this standard must be approved in writing by the Architectural Committee. Chimney materials must be brick, stone or stucco through the shingled portion of the roof and then may consist of other appropriate materials except in no event may any part of a chimney which is visible from the street consist of any exposed metal material except for the metal chimney cap.

3.8 Fences. No fence may be constructed, removed, replaced or otherwise modified without prior written approval from the Association as to type and location. Generally, all fences shall be of wood, brick, vinyl, rock or wrought iron construction and may not exceed 72 inches in height. Chain link fences are not allowed unless said chain link fence is the type covered by a black vinyl coating.

All fences must be maintained in good condition with no visible holes, warped, loose or missing pickets (if wood). No fencing shall be installed on the front portion of any Lot and must commence at least five (5') feet from the front of the main structure.

3.9 Landscaping. The front yard and drainage areas of each residence must be sodded. In addition to sod all Builders and Owners shall spend a minimum of Three Hundred (\$300.00) Dollars for landscaping and all landscaping must be completed prior to occupancy.

3.10 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Association of any plans and specifications submitted pursuant to these provisions, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

3.11 Construction; Limitations, Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Association shall be commenced within six (6) months following



the date upon which the same are approved by the Association and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Association shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Association shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by the Association without the prior consent in writing of the Association. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Association to disapprove such plans and specifications, or any Areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

The lot and premises must be kept neat and free of construction debris at all times. All construction shall comply with all local, county and state building codes.

3.12 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Association, the Association shall, at the request of the Owner thereof, issue a certificate of compliance and/or letter of approval which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Association and constructed or installed in full compliance with the provisions of the Article.

3.13 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Association required herein. Upon written notice from the Association, such building, fence, wall or other structure or improvements shall be promptly removed, repaired or altered. In the event the same is not removed, repaired or altered, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Association, exists on such Lot.

3.14 Plat Notes Incorporated Herein.

(A) Every Owner should be aware property restrictions are contained on the Plat of the Subject Property filed in the County Clerk's office. These property restrictions are applicable to all Lots in the Addition and are incorporated herein by this reference. The Owner is responsible for obtaining a copy of the plat notes and determining if those restrictions interfere with Owner's intended use of the property.

(B) Owners in Section 7 are hereby notified there is a 30' easement and a high pressure gas line running through Lots 4-5-8-9-15-16-18-19-22-23-26 and 27 in Section 7. Ownership, use, and construction on all these Lots are subject to these additional restrictions:

- i. Lot Owners where this easement runs may not construct any type of fence or other structure within the easement without the express written approval of the easement holder.
- ii. Any fence or other structure must be approved by the easement holder as to type and location and will be constructed, repaired or replaced at the lot owner's sole expense.



iii. Any damage created by easement holder will be repaired or replaced at easement holder's expense.

3.15 Limited Access. Lots 3, 4, 8 and 9 of Block 8 do not face Deer Valley road and no access is allowed by the Owners of those Lots to Deer Valley.

3.16 Propane Tanks. Owners in Sweetwater Springs 5-7 must have sight screened their propane tanks located on the Lots. Sight screening in Section 5-7 shall be mandatory. All propane tanks shall be completely hidden from view from all points in the Addition. Sight screening may be by the fencing allowed in Section 3.8 and/or by landscaping. Landscaping must be of sufficient height and thickness to completely screen the propane tank upon installation. If, for any reason, the landscaping is deemed to be insufficient by the Board of Directors, said landscaping must be replaced and/or enhanced within thirty (30) days of written or oral notice from the Board. Failure to comply with the notice from the Board may be enforced by all measure available to the Association contained in any document.

#### ARTICLE IV PROHIBITED USES

4.1 Offensive or Noxious Use; Nuisance Activity; Unkept Lawn. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance. All lawns shall be regularly mowed and trimmed. All landscaping shall be kept neat in appearance. All structures shall be regularly maintained, repaired and generally kept attractive and presentable. Neighborhood speed limit is 25 mph.

4.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

4.3 Livestock. The keeping of any poultry, cattle horses or other livestock of any kind or character is prohibited within the Project.

4.4 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project or adjacent to street.

4.5 Signs and Billboards; Declarant's Right. No signs or billboards advertising any commercial enterprise, except "for sale" or "for rent" signs, shall be permitted on any Lot without the prior written consent of the Board of Directors.

4.6 Vehicle Parking and Storage. No boats, trailers, trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands. No overnight parking or parking in excess of 24 hours of any vehicle on the street or Lot, other than a concrete driveway, is permitted. Recreational vehicles must be parked on a concrete surface and must be behind the front of the house.

4.7 Views from Street or Lot. All clotheslines, garbage cans (Polycarts), equipment, coolers, propane tanks or storage piles shall be located as not be visible from any other Lot within the Project. Garbage cans (Polycarts) may be visible on the day of pick-up only and shall be hidden from sight at all other times.

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4.8 Above Ground Pools/Inground Pools. Above ground pools/ Inground pools are permitted but must be approved by the Board as to location and appearance prior to construction. All pools require a fence to comply with Oklahoma state law and must conform to section 3.8.

4.9 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter. All satellite receivers must be located as close as possible to the rear of the structure so as to provide maximum concealment from the street and other lots.

4.10 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at any time as a residence without the prior written consent of the Association. No structure previously used shall be placed on a Lot.

4.12 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. No pets may be permitted to run loose within the Project. Violations of this policy and additional rules and regulations regarding the animals in the project lie solely within the province of the Board of Directors. Any costs of compliance with the decision of rules enacted by the Board are the owners' responsibility.

4.13 Basketball Goals. Basketball goals are permitted but may not be attached to the dwelling. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed.

4.14 No Garage Conversions. The garage of a residence may not be converted for any other use or purpose except parking of the Owners vehicles.

4.15 No Clear Cutting of Lots. All trees which measure at least four (4") inches in diameter which are currently on the Lot, except those located within the footprint of the actual house, may not be cleared except upon written permission of the Association. This section does not apply to dead and/or overhanging trees.

4.16 Private Wells; Rural Water District; Septic and Waste Disposal Systems. All Lots lie within a rural water district which has imposed rules and fees for the drilling and use of subterranean water. Any Owner that drills a water well for domestic use must pay any applicable fee(s) to the rural water district.

Any private water wells or septic tanks used in this addition must satisfy minimum requirements and regulations of the State Health Department, County Health Department, or other applicable public authority and shall be constructed in accordance with the recommendation called for as a result of a percolation test. Prior to covering any septic tank system, the contractor or contractor/builder shall give notice to the health department(s) or other public authority so as to facilitate inspection of the system prior to its beginning. In no case may a well be closer than 50 feet from any part of a septic tank system. Well casings will be cemented for a distance of 10 feet below the surface of the ground. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner or any other lot.

The septic and wasted disposal system must be maintained so that it is clean and odorless at all times. Each property owner is responsible for compliance with County and State Health Department standards and regulations, as well as ensuring the proper maintenance of the system throughout its use.

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**ARTICLE V  
ASSOCIATION RESERVATIONS**

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary Association hereby reserves the rights contained in this Article.

5.1 Special Amendment. Association hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, semi-private, semi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell insure or guarantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Association to make, execute, and record special amendments. No special amendment made by Association shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

5.2 Declarant Business Office; Models. Association and any Builder active in the Addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

5.3 Amendment as to Unsold Lots; Waiver. Association hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, to remove or amend the restrictions set forth herein. The Association shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

5.3 Signs by Declarant. Notwithstanding anything herein to the contrary builder active in the Addition, reserves the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

5.4 Transfer of Reserved Rights. After Declarant has sold all Lots owned by him, or sooner at the sole option of Declarant, any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of those rights granted or reserved to the Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition.

5.5 Special Lien rights of Association with Regard to Erosion Problems. Any buyer of an undeveloped Lot recognizes that erosion is a special problem of significant concern to the responsible governmental entities and that Association may be held liable to those governing entities if the buyer does not provide adequate protections against erosion of the soil into the street, drainage ways and sewer system. Therefore, Association retains the right to remedy any erosion problems emanating from a Lot. All costs incurred by Association in resolving an erosion problem are the liability and responsibility of the Lot Owner. In normal circumstances Association will give notice to the Lot Owner which notice will allow a reasonable time for Lot Owner to remediate the problem. However, in an emergency situation no notice is necessary and Association may take any steps necessary to remedy the erosion problem. In that case the Lot Owner is liable and responsible for all costs reasonably incurred by Association and Association has the right to file a lien on Lot Owners property to secure payment therefore.

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5.6 Fines. Any uncorrected violations will result in possible fine(s). If these fine(s) are left unpaid after 30 days, the Association may file a judgement lien and/or amend existing judgement lien. Fine amounts to be determined by Board of Directors dependent on violation.

## ARTICLE VI MISCELLANEOUS

6.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6.2 Failure to Enforce Non Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

6.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provisions hereof.

6.4 Gender. Whenever the context so requires, the use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neutral gender and the use of the singular shall be deemed to refer to the plural, and vice versa.

6.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

6.6 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or Declarant, so long as declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.7 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the part prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney's fees and costs of such suit.

### EXHIBIT "A" SWEETWATER SPRINGS SECTION 5 LOGAN COUNTY, OKLAHOMA

A tract of land in the North Half of Section Twenty-five (25), Township Fifteen (15) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:  
Commencing at the Northwest Corner of said Section Twenty-five (25); Thence South 00°00'00" West a distance of 1407.44 feet to the Point of Beginning:

Thence South 90°00'00" East a distance of 33.00 feet; Thence South 68°47'14" East a distance of 120.11 feet; Thence South 57°36'22" East a distance of 347.52 feet; Thence along a tangent curve to the Left having a Radius of 90.00 feet, a Chord



Bearing of South 81°20'09" East and a Chord Distance of 72.45 feet for an Arc Distance of 74.57 feet; Thence along a tangent curve to the Right having a Radius of 30.00 feet, a Chord Bearing of South 52°49'59" East and a Chord Distance of 47.43 feet for an Arc Distance of 54.70 feet; Thence South 00°35'39" East a distance of 19.74 feet; Thence along a tangent curve to the Right having a Radius of 35.00 feet; a Chord Bearing of South 16°11'32" West and a Chord Distance of 20.22 feet for an Arc Distance of 20.51 feet; Thence South 32°58'43" West a distance of 83.32 feet; Thence South 57°01'17" East a distance of 15.00 feet; Thence South 79°28'23" East a distance of 233.81 feet; Thence South 00°35'39" East a distance of 36.05 feet; Thence North 90°00'00" East a distance of 645.74 feet; Thence North 89°13'55" East a distance of 442.88 feet; Thence South 76°51'29" East a distance of 457.65 feet; Thence North 83°39'11" East a distance of 375.67 feet to a point on the West line of the Northeast Quarter of said Section Twenty-five (25), said point being North 00°04'17" West a distance of 697.93 feet from the Center of said Section Twenty-five (25); Thence North 00°04'17" West a distance of 605.27 feet; Thence North 87°43'12" East a distance of 145.77 feet; Thence North 89°56'51" East a distance of 508.88 feet; Thence South 09°13'34" West a distance of 261.34 feet; Thence along a non-tangent curve to the Left having a Radius of 750.00 feet, a Chord Bearing of North 84°20'12" West and a Chord Distance of 93.22 feet for an Arc Distance of 93.28 feet; Thence South 00°41'22" West a distance of 699.51 feet; Thence along a non-tangent curve to the Right having a Radius of 1000.00 feet, a Chord Bearing of South 87°33'26" East and a Chord Distance of 17.30 feet for an Arc Distance of 17.30 feet; Thence South 87°03'42 East a distance of 21.95 feet; Thence South 00°29'15" East a distance of 354.71 feet to the South line of the Northeast Quarter of said Section Twenty-five (25), said point being North 89°30'45" East a distance of 552.08 feet from the Center of said Section Twenty-five (25); Thence South 89°30'45" West along the South line of the North Half of said Section Twenty-five (25) a distance of 3200.55 feet to the Southwest Corner of the Northwest Quarter (NW/4) of said Section Twenty-five (25); Thence North 00°00'00" East along the West line of said Northwest Quarter (NW/4) a distance of 1242.24 feet to the Point of Beginning. This description contains 2,888,652 square feet or 66.314 acres, more or less.

**EXHIBIT "B"**  
**SWEETWATER SPRINGS SECTION 6**  
**LOGAN COUNTY, OKLAHOMA**

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described by metes and bounds as follows: Commencing at the Northwest Corner of said Section 25; Thence South 00°00'00" West as the basis of bearing on the West line of the NW/4 of Section 25 a distance of 2649.68 feet to the Southwest Corner of the NW/4; Thence North 89°30'45" East on the South line of the North Half of said Section 25 a distance of 3200.55 feet to the Point of Beginning, said point being the Southeast Corner of Sweetwater Springs Section 5; Thence along the East line of Sweetwater Springs Section 5 for the next 6 calls; Thence North 00°29'15" West a distance of 354.71 feet to the Centerline of Buffalo Hill; Thence North 87°03'42" West along said Centerline a distance of 21.95 feet; Thence continuing on said Centerline along a tangent curve to the Left having a Radius 1000.00 feet, a Chord Bearing of North 87°33'26" West and a Chord Length of 17.30 feet for an Arc Distance of 17.30 feet; Thence North 00°41'22" East a distance of 699.51 feet to the Centerline of Hunters Gap; Thence along said Centerline along a non-tangent curve to the Right having a Radius of 750.00 feet, a Chord Bearing of South 84°20'12" East and a Chord Length of 93.22 feet for an Arc Distance of 93.28 feet; Thence North 09°13'34" East a distance of 261.34 feet; Thence North 89°56'51" East a distance of 654.71 feet; Thence North 88°59'16" East a distance of 347.45 feet; Thence South 01°00'44" East a distance of 260.40 feet to the Centerline of Hunters Gap; Thence along the Centerline of Hunters Gap for the next 3 calls; Thence South 88°59'16" West a distance of 61.82 feet; Thence along a tangent curve to the Right having a Radius of 500.00 feet, a Chord Bearing of North 84°39'27" West and Chord Length of 110.68 feet for an Arc Distance of 110.91 feet; Thence along a tangent curve to the Left having a Radius of 500.00 feet, a Chord Bearing of North 82°11'05" West and a Chord Length of 67.70 feet for an Arc Distance of 67.75 feet; Thence South 04°10'56" East a distance of 443.66 feet; Thence South 21°12'45" West a distance of 152.41 feet; Thence South 27°23'11" East a distance of 371.53 feet; Thence South 00°29'15" East a distance of 146.46 feet to the South line of the North Half of said Section 25; Said point being located South 89°30'45" West a distance




of 1077.46 feet from the Southeast Corner of the North Half of said Section 25; Thence South 89°30'45" West a distance of 1017.89 feet to the Point of beginning. This description contains 1,247,494 square feet or 28.64 acres, more or less.

**EXHIBIT "C"**  
**SWEETWATER SPRINGS SECTION 7**  
**LOGAN COUNTY, OKLAHOMA**

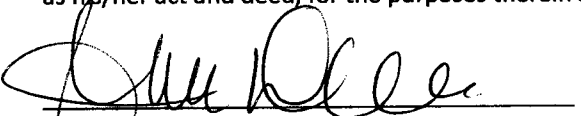
A tract of land in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described by metes and bounds as follows: Commencing at the Northwest Corner of said Section 25; Thence South 00°00'00" West as the basis of bearing on the West line of the NW/4 of Section 25 a distance of 2649.68 feet to the Southwest Corner of the NW/4; Thence North 89°30'45" East on the South line of the North Half of said Section 25 a distance of 4218.44 feet to the Point of Beginning, said point being the Southeast Corner of Sweetwater Springs Section 6;  
Thence along the East line of Sweetwater Springs Section 6 for the next 8 calls;  
Thence North 00°29'15" West a distance of 146.46 feet;  
Thence North 27°23'11" West a distance of 371.53 feet;  
Thence North 21°12'45" East a distance of 152.41 feet;  
Thence North 04°10'56" West a distance of 443.66 feet to the Centerline of Hunters Gap;  
Thence along the Centerline of Hunters Gap for the next 3 calls;  
Thence along a non-tangent curve to the Right having a Radius of 500.00 feet, a Chord Bearing of South 82°11'05" East and a Chord Length of 67.70 feet for an Arc Distance of 67.75 feet;  
Thence along a tangent curve to the Left having a Radius of 500.00 feet, a Chord Bearing of South 84°39'27" East and a Chord Length of 110.68 feet for an Arc Distance of 110.91 feet;  
Thence North 88°59'16" East a distance of 61.82 feet;  
Thence North 01°00'44" West a distance of 260.40 feet to the Northeast Corner of said Section 6;  
Thence North 88°59'16" East a distance of 989.84 feet to the East line of said NE/4, said point being located South 00°06'51" East a distance of 4.59 feet from the Northeast Corner of the South Half (S/2) of said NE/4;  
Thence South 00°06'51" East a distance of 1311.17 feet to the Southeast Corner of said NE/4;  
Thence South 89°30'45" West on the South line of said NE/4 a distance of 1077.46 feet to the Point of Beginning.  
This description contains 1,489,617 square feet or 34.20 acres, more or less.

EXECUTED this 1 day of August, 2015.

  
Nate Smith, President

State of Oklahoma  
County of Logan

On this 1 day of August, 2015 before me personally appeared Nate Smith to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her act and deed, for the purposes therein set forth.

  
(Notary Public)  
My Commission Expires: 12.30.16

**JANA DOVER**  
Notary Public - OKLAHOMA  
My commission expires 12/30/2016  
Commission #12012026

