



5. All structures shall be of native building materials such as: rock, stone, wood, concrete siding finished as wood, etc., on no less than 90 percent (excluding roof, glass, windows and doors) on the exterior. No more than 10 percent of non-native materials shall be used on the exterior walls such as brick, vinyl, processed wood, metal, etc.
6. Roof pitch and color must be consistent within the other structures in the subdivision and must be approved by either the Developer by or the HOA. Approval shall not be unreasonably withheld. Any shingled roof must be approved by the Developer or the HOA. Blue roofs, red roofs, or other brightly colored roofs are not permitted in the subdivision.
7. Driveways for personal use must originate from a point of the original dedicated/platted roads of the Subdivision and shall terminate at a point not outside of owner's original Lot. It is the intent of this covenant to prohibit ingress and egress from any other area or adjoining Lot. However, this prohibition does not apply in the event that the owner of a Lot receives a written easement to access said Lot from the owner(s) of adjacent property lying outside Lost Creek North subdivision.
8. Easements for installation and maintenance of public and/or private utilities and drainage facilities are herein reserved and within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may alter the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that said animals do not become nuisances to the surrounding property owners.
10. No debris, trash, or unsightly accumulation of materials shall be allowed to remain on the Lots, except that during the time in which a home or cabin is under construction (which time may not exceed eight (8) months), building materials may be stored on the Lot in an orderly and tidy manner. Upon completion of construction, all such building materials must be removed immediately. At no time, during construction or afterward, shall burning of debris, trash or building materials be allowed.
11. No Lot shall be used for outside storage; any materials or motorized vehicles shall be stored on premises must be kept in an enclosure, complete with roof and sides.
12. During the time in which a home or cabin is under construction (which time may not exceed eight (8) months), the owner of the Lot may park a motor home or camper trailer upon said owners Lot. After the earlier completion of said construction or said eight (8) month period, no such motor home or camper trailer may be parked on the owner's Lot unless parked under an enclosure. No automobile or automobiles may be parked on the Lots unless such automobile is on inflated tires and in mechanical operating condition.

13. No fence may be constructed on a Lot without prior written approval of the Developer or the HOA and in no event shall said fence be allowed to interfere with or cross easements herein reserved on any Lot. Any fences shall not be higher than 48 inches and shall have voids of not less than 4 inches.
14. For the mutual benefit of the owners of subdivision's Lots, the Developer has or will incorporate under the laws of the State of Oklahoma a corporation known as Lost Creek North Homeowner's Association, Inc. (the "HOA") to exercise the functions of the HOA, which include but are not limited to the maintenance of the subdivision's roads and related facilities. All Lots in the subdivision shall be subject to the fees, assessments and other actions legally imposed or taken by the HOA.
15. Membership in the HOA is mandatory, and shall be restricted to those owners of any Lot in the subdivision. Such owners shall be a member of the HOA. The membership of an owner shall become effective for all purposes upon the owner's receipt of fee simple title to a Lot (such as by deed). Membership shall be appurtenant to and may not be separated from ownership of any Lot.
16. The HOA shall be governed by a Board of Directors, which shall act in a manner set forth in the HOA's articles of incorporation and bylaws, a copy of which may be obtained upon request from the HOA's officers or directors or the Developer. All pertinent provisions of said articles of incorporation and bylaws shall apply to the owners of any Lot in the subdivision.
17. The Developer may appoint an initial Board of Directors for the HOA. Subsequent Board of Directors shall be elected in accordance with the bylaws of said HOA.
18. Each owner of a Lot in the subdivision, by acceptance of a deed therefor or through other means of conveyance (such as court decree), 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 HOA initial dues, annual dues and special assessments for capital improvements, all of which are to be established and collected from time to time as provided herein and in the HOA bylaws, a copy of which may be obtained upon request from the Developer. Any such dues, together with interest thereon and costs of collection, shall be a charge and a continuing lien on the particular Lot against which they are assessed and shall further be the personal obligation of the owners of such Lot at the time when the dues were assessed. Such lien shall continue on the Lot against any new owner until it is paid.
19. No improvements shall be erected nearer than twenty-five (25) feet from any subdivision road, an easement reserved herein or in the subdivision plat, or any Lot property line.
20. No existing erected buildings or structures of any sort may be moved onto and/or placed on any portion of the Subdivision without the prior written approval of the Developer or the HOA.
21. The use of firearms, fireworks, activities, noise or other nuisances that cause annoyance or discomfort to other homeowners or that interfere with the general safety and peace within the Subdivision is strictly prohibited.

22. Any vehicular traffic in the subdivision must obey posted speed limit signs.
23. The use of all-terrain or off-road motorized vehicles (e.g., 3-wheelers, 4-wheelers, side-by-sides, dirt bikes and the like) shall be allowed, provided that they remain on the subdivision streets, obey any speed limit signs, and do not produce loud exhaust noises.
24. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for the HOA to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent them from so doing or to recover damages or other dues for such violation.
25. These restrictions and covenants are to run with the land and shall be binding on all present and future owners of the Lots and all parties and persons claiming under them unless an instrument signed by the owners of a majority of the Lots has been recorded, to change said covenants in whole or in part.
26. All septic systems installed on any Tract must be a chamber system and shall comply with all applicable rules and regulations issued by the Oklahoma Department of Environmental Quality, including but not limited to those contained in the Oklahoma Administrative Code relating to individual and small public on-site sewage treatment systems. Unless approved in writing by the Developer or the HOA, aerobic septic systems are not allowed.
27. All propane storage tanks used on any Tract must be installed underground.
28. Any matter requiring the approval of the HOA may be approved by a committee to whom the Board of Directors of the HOA has delegated the authority to give such approval.
29. These restrictions and covenants are to run with the land and shall be binding on all present and future owners of Lots in the subdivision and all parties and persons claiming under them unless a recorded instrument signed by the owners of a majority of said Lots changes said restrictions and covenants in whole or in part.
30. Invalidation of any of these restrictions and covenants by judgment or court order shall not affect any of the other provisions herein, which shall remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

LOST CREEK NORTH, LLC

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Kevin Perry  
Manager

STATE OF OKLAHOMA)

) SS.

McCURTAIN COUNTY )

Before me, the undersigned notary public, in and for the said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Kevin Perry, Manager of Lost Creek North, LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

(SEAL)