

**Corrected
OWNER'S
CERTIFICATE,
DEDICATION AND
RESERVATIONS**

I-2001-565874 Book 0992 Pg: 308
06/27/2018 3:25 pm Pg 0308-0311
Fee: \$ 19.00 Doc: \$ 0.00
Karen Bryan - McCurtain County Clerk
State of Oklahoma



STATE OF OKLAHOMA
MCCURTAIN COUNTY

*Correcting book 967-622
) ss. Correcting legal KP*

KNOW ALL MEN BY THESE PRESENTS:

That the owner of Lost Creek, a subdivision located in McCurtain County, State of Oklahoma, according to the recorded plat thereof, and described as follows:

Lost Creek, a Subdivision being part of the SW¼ of Section 1, Township 5 South, Range 24 East and part of the NW¼ NW¼ of Section 12, Township 5 South, Range 24 East of the Indian Base and Meridian, according to the recorded plat thereof;

Hereby certifies that it has caused the same to be surveyed into 50 lots under the name of Lost Creek, and does hereby dedicate to public use, subject to the conditions and restrictions hereinafter named; all the roads upon said plat. We further dedicate and reserve a 40-foot drainage and utility easement upon all roads upon said plat, for the installation and maintenance of utilities. All land so dedicated to public use, is free and clear of all encumbrances.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire lot, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of Lost Creek property owners, I hereby impose the following restrictions and reservations:

- (1) Lost Creek has 50 lots, one (1) through fifty (50), used solely for residential purposes and will allow nightly rentals.
- (2) All lots in the subdivision shall be limited to one (1) single-family dwelling, except for lots 6, 7, 8, 9, 10, 11, and 12, which lots may have two (2) single family dwellings.
- (3) Other than as provided in paragraph 2, above, no structures shall be erected, altered, placed or permitted to remain on any subdivision lot other than one (1) single family dwelling and a separate garage and/or other outbuildings incidental to residential use of the lot.
- (4) Prior to beginning construction on any lot, the owner thereof must first obtain written approval from the Lost Creek Homeowners Association.
- (5) No residence shall be constructed upon the designated residential tract unless said residence contains a minimum of twelve hundred (1200) square feet of roof.
- (6) All structures shall be of conformity and harmony of external design with existing structures in Lost Creek and as to location of the building with respect to topography and finished grade elevation in Lost Creek.

- (7) All structures shall be sately, of neat construction and of character to enhance the value of the property.
- (8) All structures shall be of native building materials such as; rock, stone, wood, etc., on no less than 90 percent (excluding 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. All plans for construction of any dwelling must be approved in writing by Lost Creek Home Owners Association
- (9) Eighty (80) percent of all roof lines shall be a minimum of a 6/12 pitch at living area with no more than twenty (20) percent of total living roof area to be less than a 6/12 pitch. The 6/12-pitch restriction is only for living area, and not for covered decks and porches or as tie-in of said roof line. All plans for construction of any dwelling must be approved in writing by Lost Creek Home Owners Association.
- (10) No more than 50 percent of trees shall be removed that are more than 6 inches in diameter at 6 feet from ground.
- (11) Driveways for personal use must originate from a point of the original dedicated/platted roads of said development 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 property. Exception: This restriction 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 or properties lying outside of Lost Creek subdivision. In such event, the owner of the Lost Creek lot may access said lot via the property or properties adjacent to the lot. In addition, the easement lot 23 and 24 is for utilities and not ingress and egress.
- (12) 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 cause the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.
- (13) No detached garage or other outbuilding shall be permitted in the easements herein reserved.
- (14) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site 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.
- (15) There shall be a maximum of two (2) signs, of any kind on any subdivision lot that may be viewed by the public. Any such signs must be professional in nature (i.e., not made by the lot owner). No sign may be more than five (5) square feet in size. One sign may advertise the property and the other sign may be used by a builder during the construction or sales period and/or to serve as address and/or name of property. Any such names of a property must have prior written approval by Lost Creek Homeowners Association.
- (16) No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises.
- (17) No lot shall be used for outside storage; any materials, motorized vehicles or boats stored on premises must be kept in an enclosure, complete with roof and sides.
- (18) No above ground fuel storage, in particular, any type gas reservoir shall be buried. The only above ground fuel storage shall be less than 25 gallons and out of public view or the fuel may be of native materials.

(19) No automobile or automobiles may be parked on said premises unless such automobile is on inflated tires and in mechanical operating condition.

(20) An owner/s of a Lost Creek lot may park a motor home, camper trailer, upon the building plot owned by said owner during the construction period, provided said construction period cannot exceed six (6) months.

(21) Any fence constructed by any lot owner must be done with prior written approval of Lost Creek Home Owners Association. In no event shall said fence be allowed to interfere with or cross easements herein reserved on the plot. Any fences shall not be higher than 36 inches and shall have voids of not less than 4 inches.

(22) No building shall be erected nearer than 20 feet to the platted and dedicated roads and/or easements. No building shall be erected nearer than 10 feet from any other property line.

(23) No existing erected buildings or structures of any sort may be moved onto and/or placed on any portion of the development, without prior written approval by Lost Creek Homeowners Association. Also refer to paragraph (8).

(24) The use of firearms within development is strictly prohibited.

(25) Any construction or improvements on Lots in the subdivision shall comply with all applicable rules and regulations issued by the Oklahoma Department of Environmental Quality (DEQ), including but not limited to those contained in the Oklahoma Administrative Code relating to individual and small public on-site sewage treatment systems (Chapter 641).

(26) Specifically, no dispersal field (Septic System with a Lateral Line or aerobic systems) may be installed within six hundred sixty feet (660') (Zone 1) of the stream bed (Yashau Creek) shown located in Lots 6-12 of the subdivision unless integrated with a nitrogen reduction system that has been tested and certified as meeting the most current industry and/or regulatory standards.

(27) **"Zone 1"** means the land within six hundred sixty feet (660') of the highest normal pool elevation established for a reservoir or within six hundred sixty feet (660') of a stream bed.

- Construction or improvements within Zone 1 may use conventional septic system with lateral lines or aerobic system when equipped with a nitrogen reduction system.

(28) **"Zone 2"** means the land within one thousand three hundred twenty feet (1,320') of the highest normal pool elevation established for a reservoir or within one thousand three hundred twenty feet (1,320') of a stream bed.

- Construction or improvements within Zone 2 may use conventional septic system with lateral line or aerobic system without added nitrogen reduction system.

(29) The use of all terrain motorized vehicles (e.g. 3-wheelers, 4-wheelers, side by sides, dirt bikes and the likes), or other off road motorized vehicles is prohibited on the subdivision's easements or streets; provided, however that this restriction does not prevent the use of golf carts within the subdivision.

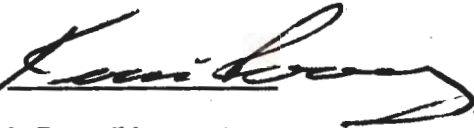
(30) If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, Lost Creek Homeowners Association shall have the sole authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

(31) These covenants are to run with the land and shall be binding on all parties and all 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.

(32) Invalidation of any of these covenants by judgment or court order shall in no ways effect any of the other provisions, which shall remain in full force and effect.

(33) Any matter requiring the approval of Lost Creek Homeowners Association may be approved to a committee to whom said Association has delegated the authority to give such approval.

Lost Creek, LLC

By: 

Kevin Perry (Manager)

Before me, the undersigned notary public in and for the County of McCurtain, State of Oklahoma, on this 27th day of June 2018, personally appeared Kevin Perry, Manager of Lost Creek, LLC, the owner of the real property described, to be 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 and as the free and voluntary act of said company for the uses and purposes therein set forth.

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



Notary

My Commission Expires: 3-7-22

