

- 10) 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.
- 11) 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 for which a public authority or utility company is responsible.
- 12) A Road Assessment District (19 O.S. 1236 et seq) may be formed to maintain and improve the roads of Winding Creek
- 13) 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.
- 14) There shall be a maximum of 2 (two) signs, of any kind, that shall be displayed to the public view on any lot. The two professional signs shall be of not more than five (5) square feet, one sign of not more than five (5) square feet advertising the property for sale and one sign used by a builder during the construction, sales period and/or to also serve as address and/or name of structure
- 15) No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises
- 16) 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.
- 17) Fuel storage units of 25 gallons or more for the single-family dwelling, may be buried or above ground and must not be seen from public road(s) OR it is to have an enclosure to keep from public view.
- 18) No automobile or automobiles may be parked on said premises unless such automobile is on inflated tires and in mechanical operating condition
- 19) No motor homes or camper trailers may be parked on said premises for a consecutive period greater than seven (7) days
- 20) Any fence constructed by any lot owner must be done with prior approval of Winding Creek and in no event shall said fence be allowed to interfere with our cross easements herein reserved on the plot. Any fences shall not be higher than 48 inches and shall have voids of not less than 4 inches. Fences are only allowed to the side and rear of the residence constructed on the lot. EXCEPTION to fence standard is only for those who lot adjoins other property outside the Winding Creek boundaries
- 21) 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.
- 22) No existing erected buildings or structures of any sort may be moved on and/or placed on any portion of the above development, it being the intention of this covenant to definitely prohibit the moving onto and placing of any existing structure whatsoever on any tract in said development.
- 23) The use of firearms, fireworks, activities, noise or other nuisances that interfere with the general safety and peace within the development is strictly prohibited.
- 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 any other person or persons owning any real property situated in Winding Creek to prosecute any proceedings at law or in equity against the person or persons

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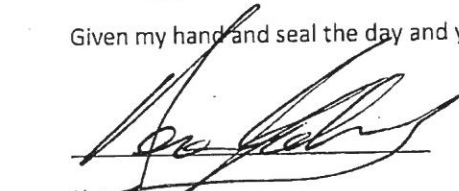
- violating or attempting to violate any such covenant either to prevent them from so doing or to recover damages or other dues for such violation.
- 25) Those covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of the lots has been recorded, to change said covenants in whole or in part
 - 26) Invalidation of any of these covenants by judgement or court order shall not affect any of the other provisions, which shall remain in full force and effect.
 - 27) At such time that the owner(s) of Winding Creek have sold more than 50% of lots, a Home Owner's Association may be formed, to continue providing adequate restrictive covenants for the mutual benefit of Winding Creek property Owners.
 - 28) All residences within Winding Creek must be built by Treeline Homes unless otherwise agreed to in writing by Treeline Homes. This restriction shall remain in place until all 34 lots have a residential home completely constructed.

J Built Custom Construction, LLC


Justin Phillips, Manager

Before me, the undersigned notary public, in and for the County of McCurtain, State of OK
on this 5 day of FEB, 2021, personally appeared the owner(s) of said property.

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


Notary

DENNIS C. JORDAN
Notary Public, State of Oklahoma
Commission # 17005584
My Commission Expires 06-15-2021

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