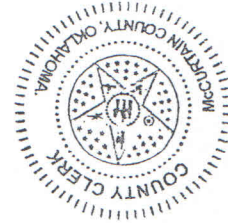


OWNER'S
CERTIFICATE,
DEDICATION AND
RESERVATIONS

I-2001-557682 Book 0965 Pg: 680
06/07/2017 3:18 pm Pg 0680-0682
Fee: \$ 17.00 Doc: \$ 0.00
Karen Bryan - McCurtain County Clerk
State of Oklahoma



STATE OF OKLAHOMA)
)
McCURTAIN COUNTY) SS.

KNOW ALL BY THESE PRESENTS:

That the owner/s of Lost Creek West, located in McCurtain County, State of Oklahoma, described as follows:

*That part of the SW1/4 of Section 1, Township 5 South, Range 24 East, Indian Base & Meridian, McCurtain County, Oklahoma, described as follows:
Beginning at the Southwest corner of the SW1/4 of said Section 1; thence N00°06'57"W, along the West line of the SW1/4, 472.42 feet; thence S69°26'51"E, 75.40 feet, to an existing Transmission overhead Power line; thence S00°01'58"W, along existing power line, 445.84 feet, to the South line of said Section 1; thence S89°54'35"W, along the South line of the SW1/4, 69.39 feet, to the POINT OF BEGINNING, containing 0.738 acre, more or less,
AND*

*That part of the SE1/4 SE1/4 of Section 2, Township 5 South, Range 24 East, Indian Base & Meridian, McCurtain County, Oklahoma, described as follows:
Beginning at the Southeast corner of the SE1/4 of said Section 2; thence S89°34'03"W, along the South line of the SE1/4, 1057.79 feet; thence N06°35'01"W, 183.88 feet; thence N07°06'51"W, 176.65 feet; thence N27°26'36"E, 76.27 feet; thence N46°03'06"E, 194.32 feet; thence N53°18'26"E, 157.31 feet; thence N77°09'15"E, 117.72 feet; thence S75°28'40"E, 267.46 feet; thence S71°28'57"E, 137.52 feet; thence S78°13'07"E, 128.18 feet; thence S69°26'51"E, 180.49 feet, to the East line of the SE1/4 SE1/4; thence S00°06'57"E, along the East line of the SE1/4, 472.42 feet, to the POINT OF BEGINNING, containing 14.36 acres, more or less,
AND*

*That part of the N1/2 NE1/4 of Section 11, Township 5 South, Range 24 East, Indian Base & Meridian, McCurtain County, Oklahoma, described as follows:
Beginning at the Northeast corner of the NE1/4 of said Section 11; thence S00°02'19"E, along the East line of the NE1/4, 450.19 feet, to the center of Weyerhaeuser Road 51000; thence S53°40'37"W, along center of said road, 415.81 feet; thence S53°09'56"W, along center of said road, 441.53 feet; thence S57°55'23"W, 135.81 feet; thence S67°52'14"W, along center of said road, 155.85 feet; thence S87°47'55"W, along center of said road, 120.96 feet; thence N79°51'15"W, along center of said road, 207.63 feet; thence N68°54'26"W, along center of said road, 192.11 feet; thence N76°46'26"W, along center of said road, 110.27 feet; thence N86°42'13"W, along center of said road, 189.34 feet; thence S84°11'08"W, along center of said road, 167.85 feet, to center of Weyerhaeuser Road 51170; thence N19°32'29"W, along said road, 113.40 feet; thence N34°41'59"W, along center of said road, 174.04 feet; thence N43°24'14"W, along center of said road, 152.13 feet; thence N56°43'54"W, along center of said road, 158.61 feet;
thence N55°21'24"W, along center of said road, 125.47 feet; thence N40°33'51"W, along center of said road, 79.79 feet; thence N18°49'51"W, along center of said road, 129.91 feet; thence N09°48'21"W, along center of said road, 254.03 feet, to the North line of the NE1/4; thence N89°34'03"E, along the North line of the NE1/4, 2529.92 feet, to the POINT OF BEGINNING, containing 47.38 acres, more or less,
AND*

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Keep

That part of the NW1/4 NW1/4 of Section 12, Township 5 South, Range 24 East, Indian Base & Meridian, McCurtain County, Oklahoma, described as follows:

Beginning at the Northwest corner of the NW1/4 of said Section 12; thence N89°54'35"E, along the North line of the NW1/4, 69.39 feet, to the center of an existing overhead Transmission Power line; thence S00°01'58"W, along center of Transmission Power Line, 399.67 feet, to the center of Weyerhaeuser Road 51000; thence S53°40'37"W, along center of said road, 85.47 feet, to the West line NW1/4 of said Section 12; thence N00°02'19"W, along the West line of the NW1/4, 450.19 feet, to the POINT OF BEGINNING, containing 0.674 acre, more or less, all property subject to all recorded easements, restrictions, reservations or Rights-of-Way;

Hereby certifies that it has caused the same to be surveyed into 46 lots under the name of, Lost Creek West and does hereby dedicate to public use, subject to the conditions and restrictions hereinafter named, all of 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 West property owners, I hereby impose the following restrictions and reservations:

- (1) Lost Creek West has 46 lots, one (1) through forty-six (46), used solely for residential purposes.
- (2) Lots 1-46, shall be built upon the designated residential tract and contain a minimum of eight hundred (800) square feet of living area and a total covered roof area of twelve hundred (1200), inclusive of covered decks.
- (3) Lots 1-46 shall have one single-family dwelling to be erected per lot.
- (4) No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) detached single family dwelling and a private garage and other outbuildings incidental to residential use of the building site.
- (5) All structures shall be of conformity and harmony of exterior design with existing structures in Lost Creek West and as to location of the building with respect to topography and finished grade elevation in Lost Creek West.
- (6) All structures shall be sightly, of neat construction and of character to enhance the value of the property. No detached garage or other outbuilding shall be permitted in the easements herein reserved.
- (7) No more than 50 percent of trees shall be removed that are more than 6 inches in diameter at 6 feet from ground.
- (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.
- (9) Roof pitch and colors are to be consistent within the development and are subject to approval. Approval shall not be unreasonably withheld.
- (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 shall be maintained continuously by the owner of the tract, except for those 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 Lost Creek West.
- (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

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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) An owner/s of a Lost Creek West 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.

(20) Any fence constructed by any lot owner must be done with prior approval of Lost Creek West and 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. EXCEPTION to fence standard is ONLY for those whose lot adjoins other property outside the Lost Creek West.

(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 onto 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 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 Lost Creek West 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 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 judgment 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 Lost Creek West has 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 Lost Creek West property owners

FBL, LLC

By: 

Dian Jordan Werhane (Operating Member)

Before me, the undersigned notary public, in and for the County of McCurtain, State of Oklahoma,

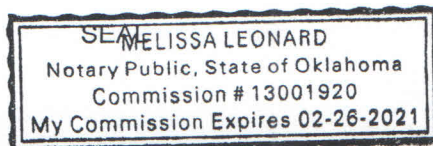
On this 7th day of June, 2017, personally appeared the owner/s of said property.

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



Notary

SEAL



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