

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF SNAKE CREEK WILDERNESS
DEVELOPMENT, INC.**

KNOW ALL MEN BY THESE PRESENTS: The undersigned, Snake Creek Wilderness Development, Inc., a corporation, being the Declarant, and the undersigned Owners of all of the lots not owned by Declarant within Snake Creek Wilderness, an addition of Cherokee County, Oklahoma, hereby amend the Declaration of Covenants, Restrictions and Easements, dated March 27, 1987, filed March 30, 1987 in Book 407 at Page 89-99, as amended by the Amended Declaration of Covenants, Restrictions and Easements of Snake Creek Wilderness Development, Inc., dated February 26, 1988, filed March 9, 1988, in Book 421 at Page 561-572, as follows: the hereinafter set forth Second Amendment to the Declaration of Covenants, Restrictions and Easements are substituted in lieu of the Declaration of Covenants, Restrictions and Easements, dated March 27, 1987, filed March 30, 1987, in Book 407 at Page 89-99, and in lieu of the Amended Declaration of Covenants, Restrictions and Easements of Snake Creek Wilderness Development, Inc., dated February 26, 1988, filed March 9, 1988, in Book 421 at Page 561-572.

This Second Amendment to the Declaration of Covenants, Restrictions and Easements, made on the date hereinafter set forth by Snake Creek Wilderness Development, Inc. (hereinafter referred to as the "Declarant"), and the undersigned Owners of all of the lots not owned by Declarant within Snake Creek Wilderness.

WITNESSETH:

WHEREAS, Declarant and Owners are the owners of Snake Creek Wilderness, Cherokee County, State of Oklahoma, described in Exhibit "A" attached hereto and incorporated herein by this reference, and the Declarant is the owner of additional properties, not to exceed 700 acres, which may be annexed by Declarant without the consent of members (hereinafter referred to as the "Properties").

NOW, THEREFORE, Declarant and Owners hereby declare that all of the Properties shall be held, sold and conveyed subject to the following restrictions, covenants, and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Snake Creek Wilderness Property Owners Association, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Common Area” shall mean all real property hereinafter acquired and owned or leased by the Association for the common use and enjoyment of the Owners.

Section 4. “Common Facilities” shall mean all recreational and social facilities hereinafter acquired or owned or leased and operated by the Association for the common use and enjoyment of the Owners.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Common Facilities and with the exception of letter rather than numerical designated lots.

Section 6. “Declarant” shall mean and refer to SNAKE CREEK WILDERNESS DEVELOPMENT, INC., its successors and assigns if such successors or assigns should acquire more than one developed Lot from the Declarant for the purpose of development and be designated a Declarant for the purposes hereof by Snake Creek Wilderness Development, Inc., in a duly recorded written instruments.

Section 7. “Water Supplier” shall mean and refer to TENKILLER WATER CO., INC., its successors and assigns who may install and operate the central water system for the Properties.

Section 8. “Committee” shall mean and refer to the Board of Directors of the Association acting pursuant to Article V of this Declaration or to the architectural control committee appointed by said Board pursuant to said Article.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and the right of the Association to assessments as provided herein;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment

against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that any such dedication or transfer shall have the assent of two-thirds (2/3) of each class of Members.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment and the Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned, including Lots annexed pursuant hereto. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or

(b) January 1, 1997

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot except Declarant by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the

Association: (1) annual assessments or charges; (2) annual assessments or charges for airstrip fund (for lot owners adjoining airstrip or having a plane based at airstrip); (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the hereinafter acquired Common Area and Common Facilities, the Airstrip and AirPark, and of the Properties.

Section 3. Annual Assessment or Charges. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ten dollars (\$10.00) per Lot per month.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that provided above, by the assent of two-thirds (2/3) of each class of the members.
- (b) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Annual Assessments for AirPark. In addition to the annual assessments authorized above, owners of property that physically touch the airstrip or owners that own or use a plane will be required to pay \$10.00 per lot unit per month to a separate airstrip fund held by the Association.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that provided above, by the assent of two-thirds (2/3) of Class A members subject to AirPark assessments, and 2/3 of Class B members subject to AirPark assessments.
- (b) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or

in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members.

Section 6. Notice of Quorum of any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held less than thirty (30) days following the preceding meeting. In addition, such assent may be obtained by written notice and ballot mailed to members to be signed and returned indicating their assent or non-assent to the proposal. Such notice may state that if they do not return their ballot, they are deemed to assent to such proposal.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis or annual basis.

Section 8. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence as to the lots subject to assessment on the first day of the month following the conveyance of the subject Lot. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, provided, such notice shall not be required if there is no change in said assessments from the preceding year. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due

prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All Properties dedicated to, and accepted by, a local public authority; all Properties owned by a charitable or non-profit organization and which are exempt from taxation by the laws of the State of Oklahoma; and all Properties owned by the Declarant, shall be exempt from the assessments created herein. However no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, airplane hangars, storage or other structures or alteration of any existing drainage shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, tin horns and drainage materials, external colors and location of same shall have been submitted to and approved in writing as to earth tone harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required in this Article and will be deemed to have been fully complied with. The Board of Directors or above described architectural committee shall specifically exclude galvanized unpainted barn metal, and used materials to be used in airplane hangars, storage areas, garages and other structures.

ARTICLE VI

CENTRAL WATER SYSTEM AND EASEMENTS

Section 1. Central Water System. The central water system for the Properties is being provided by the Tenkiller Water Co., Inc. and upon its completion all Owners shall be required to connect to said system upon construction of a residence upon the individual Owner's Lot and to pay the usual tap fee and installation charge and monthly fee of such utility company.

Section 2. Easements. Declarant does hereby dedicate for public use the following described easements:

- (a) The 15 feet of each lot lying adjacent to the road or roads adjoining each Lot for the several purposes of constructing, maintaining, and operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas

lines and water lines, together with all fittings and electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such utilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to said easements for the uses and purposes aforesaid, together with similar rights in each and all the streets shown on said plat; PROVIDED HOWEVER, the Declarant, its successors and assigns, hereby reserves the right to construct, maintain, operate, repair, remove and replace storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines together with all fittings and equipment, together with the right of ingress and egress for such construction, maintenance, operation laying and relaying over, across and along said easements for the purpose of furnishing services to the area included in said plat and to any other areas.

- (b) The 8 feet along the side lines and back line of each Lot for a drainage easement for the purpose of providing for orderly and proper drainage of the lots; provided the Committee may vacate any such easement, by instrument in writing and filed, if it finds the said easement is not necessary for orderly and proper drainage of the subdivision and/or Lots
- (c) The 50 feet of each lot lying adjacent to the Air Strip shown on the plat of Snake Creek Wilderness for air traffic and taxi way and easement for air traffic over all lots within the subdivision.

ARTICLE VII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Commercial Lots. Lots 1 and 2, Block 1 and Lots 1 through 25 of Block 4 may be used for commercial purposes as well as for residential purposes.

Section 2. Hangar Lots and Lake Lots. Lots 1, 2, 3, and 4 of Block 7 and Lot 7 of Block 3 may be used for commercial airport hanger or residential purposes. Lot A, Block 2 and Lot A Block 3 may be used for fishing lakes, water supply, commercial and recreational purposes.

Section 3. Clubhouse Lot. Lots 1, 2 and 14, Block 11 may be used as a common element clubhouse and attendant facilities for the Property, or for residential purposes.

Lots 34 and 35, Block 7, may be used for a common element clubhouse and attendant facilities for the Property, or for residential purposes.

Section 4. All other numbered Lots within the subdivision may be used only for single family residential purposes.

Section 5. Residential Buildings. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed one story in heights and a private garage or carport and a private hangar on certain Lots as hereinafter provided. A Property Owner may seek waiver of the one-story restriction by petition to the Committee, if erection of a multi-story, one-family dwelling will not obstruct a view for any other Property Owner. No Lot may be resubdivided. Private aircraft hangars may be constructed on the Lots or as a part of the residences built on the lots in Blocks 2, 3, 6, 7, 8, 12, 13, and 14, subject to approval of the Committee.

Section 6. Building Lines. No building shall be located on any Lot nearer than front boundary line or side line adjoining a road than twenty feet (20') and nearer any side and back boundary line not adjoining a road than eight feet (8'), eaves, steps and open porches shall be considered part of the structures. A property owner may seek waiver of the side and back boundary line restriction by petition to the Committee.

Section 7. Structures. No structure of a temporary character (travel home, recreational vehicle, bus, van, auto, trailer, tent, shack, garage, barn or other outbuilding) shall be used on any Lot at any time as a residence, either temporarily or permanently. No existing buildings or structures of any kind may be moved to or placed upon any Lot for residential purposes. Any outbuilding on any Lot for storage of lawn mowers, garden tools, etc., will be subject to approval of the Committee. Provided however, recreational vehicles, travel trailers and travel homes may be used on the owner's lot(s) during construction of a residence for a period not to exceed six (6) months if approved by the Committee.

Section 8. Noxious or Offensive Trade of Activity. No noxious or offensive trade or activity shall be carried on or may become an annoyance or nuisance to the neighborhood, including the salvage of automobiles, aircraft or other vehicles.

Section 9. Signs. No sign of any type shall be displayed to the public views on any Lot except one professional sign of not more than two square feet (2) or one (1) sign of not more than five square feet (5) to advertise the Property for sale or rent, or signs used by a builder or developer to advertise the Property during construction and the sales period.

Section 10. Easements. Perpetual easements for public utilities (electric power, water and telephone) are provided for the mutual benefit of all Lot Owners and their successors in title.

Section 11. Tank. Propane gas tanks and other similar tanks shall be placed on Lots in such a position as to insure preservation of esthetic appeal.

Section 12. Trash Receptacle. A minimum of one (1) twenty gallon (20) covered trash receptacle shall be maintained for each structure.

Section 13. Mowing. All lots must be kept reasonably mowed by the Lot Owners to avoid fire hazard and enhance the appearance of the subdivision. In the event this provision is not complied with the Board of Directors of the Association shall have the right, through its agent and employees, to enter upon said Lot and mow it. The cost of such mowing shall be added to and become part of the assessment to which such lot is subject.

Section 14. Drainage. All driveways from the road to Lots shall have a tin horn and concrete head wall with sufficient size, shape and placement to provide adequate drainage and the construction and specifications therefore shall be approved by the Committee.

Section 15. Animals. No livestock, poultry or animals of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other house pets, provided that they are not kept, bred or maintained for commercial purposes, or permitted to run free. All dogs must, at all times, be kept on leashes or penned.

Section 16. Any construction to be Completed within 6 Months. Any construction on any residential Lot which has been approved by the Committee must be completed within six (6) months of the beginning of construction, except the Committee shall have the right to extend such construction period. The beginning of construction shall be the date any building materials are delivered upon the lot.

Section 17. No Outdoor Toilets. No outdoor lavatory or toilet facilities shall be built over permitted on any Lot.

Section 18. Lots to Be Kept Free of Trash. Each Lot and area shall be kept and maintained by the Owner thereof free of any accumulation of trash, garbage and debris of any kind whatsoever. Removal of the foregoing shall be the responsibility of each Lot Owner and no Lot Owner, his agents or employees shall burn or dispose of trash, debris and garbage except in areas designated by the Committee. If after legal notice to the Owner, the trash, garbage or debris is not cleared from any Lot, the Committee may enter upon such Property and remove such from the Property and such Owner shall be liable for the cost of such removal and the cost of such removal shall become a lien upon the Property. In addition, the Committee may have a lien to cover removal of trash or nuisance and the owner or occupant of such Lot shall be liable for the cost thereof or the enforcement of any of these covenants.

Section 19. No Large Trees Removed. No live, healthy tree larger than 6" in diameter shall be cut down or removed from any Lot except upon receipt of Committee approval.

Section 20. No Individual Water Wells. No individual water wells or individual water systems shall be permitted to be drilled or maintained upon any residential Lot.

Section 21. Structures. Lots 1 through 24, Block 4; Lots 19 through 38, Block 5; Lots 25 through 32, Block 9; Lots 1 through 6 and 12 through 16, Block 10; Lots 1 through 14 Block 11 and lots 1 through 11 of Block 15. Structures erected upon Lots 1 through 25, Block 4; Lots 19 through 38, Block 5; Lots 25 through 32, Block 9; Lots 1 through 6 and 12 through 16, Block 10; Lots 1 through 14, Block 11; and Lots 1 through 11 of Block 15 shall have a minimum habitable area of one thousand five hundred square feet (1,500) (excluding garage or carport and porches) and shall be of new construction.

Section 22. Structures. Lots 1 through 4, Block 1; Lots 1 through 8, Block 2; Lots 1 through 6, Block 3; Lots 1 through 18, Block 5; Lots 5 through 22, Block 7; Lots 1 through 16, Block 12; Lots 1 through 8, Block 13; Lots 1 through 4, Block 14; Lots 12 through 19, Block 15. Structures erected upon Lots 1 through 4, Block 1; Lots 1 through 8, Block 2; Lots 1 through 6, Block 3; Lots 1 through 18, Block 5; Lots 5 through 22, Block 7; Lots 1 through 16, Block 12; Lots 1 through 8, Block 13; Lots 1 through 4, Block 14; and Lots 12 through 19, Block 15 shall have a minimum habitable area of one thousand five hundred square feet (1,500) (excluding garage or carport and porches) and shall be of new construction.

Section 23. Structures. Lots 1 through 8, Block 6; Lots 23 through 33 and Lots 35 through 51, Block 7; Lots 1 through 6, Block 8; Lots 1 through 24, Block 9; and Lots 7 through 11, Block 10. Structures erected upon Lots 1 through 8, Block 6; Lots 23 through 33 and Lots 35 through 51, Block 7; Lots 1 through 6, Block 8; Lots 1 through 24, Block 9; and Lots 7 through 11, Block 10 shall have a minimum habitable area of one thousand five hundred square feet (1,500) (excluding garage or carport and porches) and shall be of new construction.

Section 24. Mobile Homes, etc. No mobile homes, manufactured homes, double wides or triple wides may be located on any Lot restricted to residential use only, or used on any other Lot for residential purposes.

ARTICLE VIII

USE OF LOTS AND COMMON AREA

In order to provide for congenial occupancy of the Properties and for the protection of the values thereof, the use of the Properties shall be subject to the following limitations:

1. An Owner of a lot restricted to residential use shall not occupy or use his lot, or permit the same or any part thereof to be occupied or used, for any purpose other than for the personal use for dwelling purposes by the Owner and that Owner's family or the Owners guests. However, this does not prohibit the Owner from renting or leasing his lot to others for dwelling purposes.
2. No commercial business other than rental for single family dwelling purposes shall be permitted on lots restricted to residential use.

3. There shall be no obstruction of the Common Areas or Common Facilities (jointly referred to herein as the "Common Elements"). Except in the case of designated storage areas, nothing shall be stored in the Common Elements without the prior written consent of the Board of Directors of the Association.
4. No waste will be committed to the common elements.
5. No sign of any kind shall be displayed to the public view from the Common Elements, without the prior written consent of the Board of Directors of the Association; provided, however, that this provisions shall not apply to signs placed by the Association which are necessary or convenient to the operation of the Association or to the Declarant which are necessary or convenient to the construction and sale of Lots and residences thereon.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Common Elements.
7. No noxious or offensive activity shall be carried on, on the Common Elements, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.
8. Nothing shall be altered to constructed in or removed from the Common Elements, except upon the prior written consent of the Board of Directors of the Association.
9. There shall be no violation of rules for the use of the Common Elements adopted by the Board of Directors of the Association and furnished in writing to the Owners, and the Board of Directors of the Association is authorized to adopt such rules.
10. Declarant and persons it may select, shall have the rights of ingress and egress over, upon and across the Common Elements and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development and sale of the Lots and operation of the Common Elements in connection with the development of the Properties.

ARTICLE IX

GENERAL PROVISION

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this

Declaration. In the event of legal proceedings, the prevailing party shall be entitled to a reasonable attorney's fees and costs. Failure by the Association or by any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidations or any one of these Covenants or Restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date from this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Declarant and the Owners, of two-thirds (2/3) of Lots not owned by Declarant within the subdivision. Any amendment must be recorded.

IN WITNESS WHEREOF, the Declarant has executed this document on this 27th day of February, 1999.

“Declarant”

SNAKE CREEK WILDERNESS
DEVELOPMENT, INC.

By: _____
Veraman Davis, President