

**A NORMAN RURAL CERTIFICATE OF SURVEY
OF PART SECTION 3, T 8 N, R 1 W .
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA**

Definition

Creekside Estates is a Norman Rural Certificate of Survey Subdivision in Norman, Oklahoma, consisting of seven (7) agricultural tracts located along 108th Avenue between Highway 9 and E. Lindsey St., being part of North Quarter (N/2) and Southeast Quarter (SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma.

**THE COMPLETE DOCUMENTATION OF
CREEKSIDE ESTATES
IS ATTACHED AND HEREBY MADE A PART OF THIS INSTRUMENT**

This Declaration, made as of the ____ day of ____, 2025, by Rolling Vistas, Ltd., hereinafter referred to as “Declarant” or “Developer”.

WHEREAS, Declarant is the owner of the property (hereinafter referred to as "Property" shown in the attached Exhibit “A”) located in the City of Norman, Cleveland County, Oklahoma, which is more particularly described by the attached Exhibit “A”.

The Property has been subdivided into Seven (7) tracts, under the name of Creekside Estates for the benefit of the particular community.

WHEREAS, Declarant expressly declares its intentions To develop Creekside Estates thereto as a general agriculture development within the provisions of 60 Oklahoma Statute 851 through 857, inclusive, in order to insure the management, maintenance, preservation and appearance of this particular community.

FOR THE PURPOSE of providing adequate restrictive covenants for the mutual benefit of the Declarant, and its successors in title to the said Property, and the other properties described herein, hereby impose the herein **RESTRICTIONS AND COVENANTS** that shall imply to all successors in title or interest to said Property.

Be it known that ROLLING VISTAS, LTD., a Texas limited partnership, for the purpose of instituting Restrictions on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "Tract" or “Tracts” with the present tracts shown in the Attached “A”) does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited Restrictions, and Covenants and use limitations covering said Tracts. All these restrictive covenants, conditions, and use limitations (collectively

the "Restrictions") shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the Tract(s) is hereafter conveyed or transferred.

The Restrictions are as follows:

1. All houses, buildings, garages, barns, and other accessory buildings constructed or placed on any part of any Tract, including hunting stands, hunting blinds, and feeders used for hunting, must be set behind the build line for each Tract as shown on Exhibit "A". Each Tract owner is responsible for the maintenance, repair and upkeep of his or her respective Tracts and any and all building, garages, barns and other accessory buildings, including hunting stands, hunting blinds, and feeders.
2. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the Tract, or (2) the commencement of foundation work for the structure or (3) the commencement of on-site work on the structure itself. Mobile homes are allowed and must be compliant with the city of Norman requirements. Mobile homes shall be placed 250 feet from the centerline of Cowpoke Ln.
3. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered commercial use for the purposes of these restrictions except that no commercial feedlots, commercial bird operations, marijuana grows or similar commercial enterprises shall be allowed. Agricultural and ranching operations must be in accordance with the ordinances of City of Norman. Equestrian operations shall not be considered commercial operation for the purposes of these Restrictions. No animal race track, rodeo-type event, or other competition for remuneration shall be allowed.
4. No part of any Tract shall be used or maintained as a dumping ground for rubbish, debris, or junk. Two or more vehicles in disrepair placed on any Tract for more than two weeks shall constitute a junk yard unless said vehicles are kept in a garage.
6. Materials or equipment of any kind stored outside on any Tract shall be arranged in an orderly manner on the rear one-half of the Tract and no closer than 50 feet from any property line that joins another Tract out of the Subject Property.

6. No activity of any type shall be allowed that would disrupt the quiet enjoyment of the Tracts, create unreasonable noise or, visual, odor, or safety nuisance to the users of the surrounding Property or violate the ordinances of the city of Norman.

7. The number and type of animals kept on each Tract shall be controlled to would disrupt the quiet enjoyment of the Tracts, not create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding Property and so as not to endanger the condition of a substantial portion of any Tract by overgrazing. The raising of animals must be in accordance with the ordinances of the city of Norman.

8. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the Tract.

9. Sanitary control easements shall be maintained by each Tract owner around any water wells in compliance with OKLAHOMA DEPARTMENT ON ENVIRONMENTAL QUALITY (ODEQ) Standards or any other local, state, or federal law. Water wells shall be placed a minimum of 50' from any property line, or in accordance with ODEQ requirements, Cleveland County requirements, the city of Norman, or any other local, state, or federal law, whichever is more stringent.

10. No Tract may be re-subdivided.

11. Tract owners should check with Cleveland County, the city of Norman and with the ODEQ, and any other local, state, or federal agency for any requirements before installing a private sewage system.

12. Before performing any construction, excavation, or soil disturbance Buyer should contact "OKIE 811."

13. No action will be taken that will cause or allow water to be backed up on any road, access easement, or another Tract out of the Subject Property.

14. In addition to these Restrictions, Tract owners should check with the City of Norman for any other requirements.

15. Tracts will be accessed via a private road known as Cowpoke Lane as shown on Exhibit "A". All Tract owners shall execute and agree to a private agreement at the time of sale. Said private agreement will ensure road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition.

16. These Restrictions are to run with the land until December 31, 2045, and extend automatically for additional periods of five (5) years each unless a majority of Tract owners as

provided for herein for altering these Restrictions, through a duly recorded written instrument or instruments, amend, or cancel the same.

ROLLING VISTAS, Ltd., hereby retain the right to execute amendments to, including granting variances from, all Restrictions and other limitations imposed by this instrument on the Property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the Property. Any such variance or amendment must be evidenced in writing and must be signed by ROLLING VISTAS, Ltd.

The above Restrictions constitute covenants running with the land and insure to the benefit of the county and city in which the property is located, the Declarant and its successors and assigns, and to each and every owner of a Tract out of the Property. Any one of said beneficiaries shall have the right to enforce these Restrictions in equity or in law. County or city officials acting in their official capacity, Tract owners, and the Declarant and its successors and assigns are empowered to enforce these Restrictions. Enforcement of these Restrictions must be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation or obtain any other relief authorized by law. The violation of the Restrictions will never at any time work estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. If one or more of such Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

Any one or all of the herein numbered Restrictions may be altered, amended, or canceled by a vote of at least an seventy percent (70%) majority of the Tract owners of the then-existing Tracts (as of the date said vote is taken) out of the Subject Property referenced herein (one vote per Tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Cleveland County Clerk in order to be of any force and effect.

If one or more of such provisions contained in the Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

Failure at any time to enforce these Restrictions, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter. The Declarant, its partners, employees, affiliates, successor, and assigns shall have no liability for the applicability, validity, or non-enforcement of any of the Restrictions, amendments, variances, and documents referenced in these Restrictions.

These Restrictions must be liberally construed to affect their purposes and intent.

A portion of the Subject Property may lie in a flood plain or other low-lying areas that are subject to flooding or water saturation. Future Grantees of each Tract out of the Subject Property (herein referred to as “Buyer”) should use caution and conservative judgment when installing any improvements in or near the floodplain or low-lying areas. Buyer shall be solely responsible for determining any flood plain elevations that are pertinent to Buyer’s plans and for deciding at what elevation and location Buyer desires to construct any improvements. This clause shall apply to Buyer and Buyer’s successors, heirs, and assigns.