

EXHIBIT B

Initial Use Restrictions and Rules

The following restrictions shall apply to the Property until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article III of the Declaration.

1. General. The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or an office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit A, for any property manager retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration. Any real estate broker or property manager may also conduct business activities unrelated to Deer Creek Village from any office permitted on the Property.

2. Prohibited Activities. The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of:

- (1) any Restricted Vehicle in the common areas, streets, alleys, rear or side yards of the Lots, except as otherwise permitted below;
- (2) any Unrestricted Vehicle in the common areas, streets or alleys, except on a temporary basis and then only if such parking can be accomplished without restricting the free flow of emergency vehicle traffic throughout Deer Creek Village (i.e. vehicles may not be parked opposite each other on both sides of a street); and
- (3) any Restricted Vehicle in a place other than in the enclosed garage or in an outbuilding, approved by the DRC, situated on a Lot, such that the same is not visible from any street or Lot.

As used in this subsection, the term "vehicle" includes, without limitation, any Restricted Vehicle and any Unrestricted Vehicle, as hereinafter defined. "Restricted Vehicle" will mean any commercial vehicle, any vehicle owned by or used primarily in the activities of a school, church or other non-profit organization, any mobile home, travel trailer, recreational vehicle, motor home, golf cart, boat or other watercraft, tractor, trailer, pickup truck with 4 rear wheels commonly known as a "dually" pickup, riding lawn mowing equipment, stored vehicle, inoperable vehicle, or other equipment which is designed or intended to be towed by a motorized vehicle. "Unrestricted Vehicle" will mean any car, van, pick-up truck, or sport utility vehicle owned by an Owner, any tenant of a Lot, or any family member, guest or invitee of an Owner or tenant, which is used primarily for personal, family or household purposes. As used herein "on a temporary basis" will mean for a period not to exceed six hours during any 24-hour period. Notwithstanding the foregoing, construction, service, and delivery vehicles shall be exempt from

this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area, provided, however, the parking of such vehicles shall not restrict the free flow of emergency vehicle traffic throughout Deer Creek Village. Further, emergency vehicles shall be exempt from this provision at all times while being used for emergency purposes;

(b) Animals. Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a no more than a total of three (3) dogs, cats, or other usual and common household pets may be permitted on a Lot; however, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the Lot. Each Owner must obtain the approval of the DRC prior to the construction of a "Dog Run" and the DRC may designate the location of the same on the Lot or prohibit the construction of a dog run altogether. The same shall not be visible from any street or adjacent Lot, provided the size shall be limited to accommodate not more than three (3) dogs. Pets shall be registered, licensed and inoculated as required by law;

(c) Signs. The placement of any sign of any kind on any Lot, except one professional sign of not more than one square foot, or one real estate sign of not more than 6 square feet which advertises the home on the Lot for sale or rent. A builder may place one sign of not more than 32 square feet advertising the Lot and home constructed thereon for sale;

(d) Compliance with Governmental Regulations. Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Outdoor Activities. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, unsightly, or untidy condition to exist outside of enclosed structures on the Lot;

(f) Nuisance. Any noxious or offensive activity which emits a foul or obnoxious odors outside the Lot, creates noise or other conditions which tend to disturb the peace, threaten the health or safety or in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, nuisance to persons using the Common Area or to the occupants of other Lots;

(g) Noise. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(h) Environmental Hazards. Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(i) Trash. Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers. Garbage cans or trash containers shall be stored in a location that is not visible from the street;

(j) Drainage. Reserves for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves 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 change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of the flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company or property owners maintenance association is responsible.

(k) Business. Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property, including the operation of a timeshare or similar program;

(l) Speed Limit. Operation of a motorized vehicle on the streets or alleys in excess of twenty-five (25) miles per hour, unless otherwise posted by the City of Oklahoma City;

(m) Construction Activities. Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; and hedges, walls, dog runs, animal pens, or fences of any kind. To the extent any prohibition of, or restriction on, any use may conflict with applicable federal, state or local laws, rules or regulations, the DRC or Board may impose additional or alternative requirements (e.g. limitation on the number of antennas and/or screening requirements) in conjunction with any legally permitted conflicting uses in order to mitigate any adverse effects thereof;

(n) Aboveground Pools. Use, installation, erection, placement or maintenance of an aboveground pool with a capacity of more than 50 gallons, and any aboveground pool not prohibited by this rule must be emptied on a daily basis and stored overnight inside the dwelling located on the Lot; and

(o) Lake Surface. Swimming, boating, tubing, ice skating, walking, playing or otherwise entering upon the liquid or frozen surface of any of the lakes, ponds, streams or drainage ways in the Common Area.

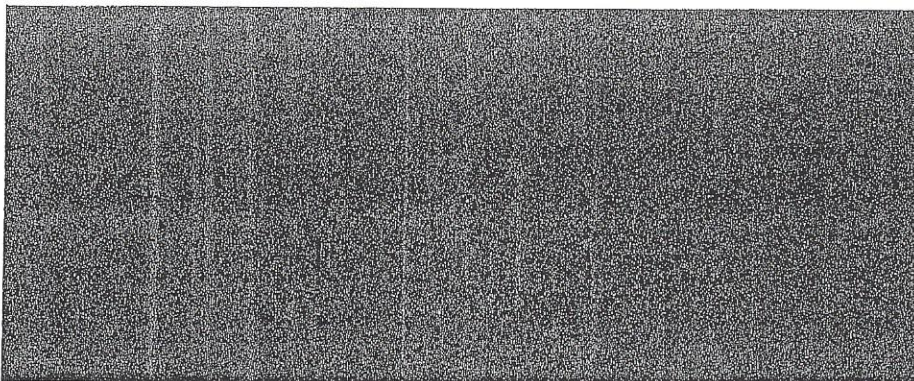
(p) Antennas. All television, ham or other type radio antenna must be placed in the attic of a residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line, or on any area of the lot that may be seen from the street or adjoining property owners. Satellite antennas or dish type receivers shall not exceed 20 inches in diameter. As to the placement of any satellite antennas or dishes on a residence, the same shall be placed on the rear portion of a residence, or if on the side of a residence, no farther than five (5) feet from the rear corner of the residence and must be located behind any fence line requirement in these restrictions. No such antennas or dishes shall be placed on the front of any residence.

(q) Window Type Air Conditioners. No heating or cooling unit that is separately installed through the wall or window of a residence or garage shall be permitted.

(r) Fireplaces and Chimneys. All wood burning fireplaces with chimneys extending above the eave must be brick, brick veneer, rock or stucco from top to bottom. Direct vented fireplaces must be brick veneered to the bottom of the eave. No fireplace vented on the front of a residence through the wall below the eave shall be allowed.

(s) Storm Shelters. Any storm shelter located on the outside of any residence shall have the following restrictions:

(1) It shall not be located in the front yard beyond the front edge of the residence.



- (2) It shall be enclosed within the fenced portion of the yard.
- (3) If a lot within the addition borders or backs up to a lake or other common area, then any storm shelter or safe room shall be located inside the residence.
- (4) The storm shelter, including any air vents or turbines, may not extend more than 48 inches above the elevation of the yard immediately surrounding the storm shelter.
- (5) No storm shelter shall be visible from any street.

3. Prohibited Conditions. The following conditions shall be prohibited within the Property:

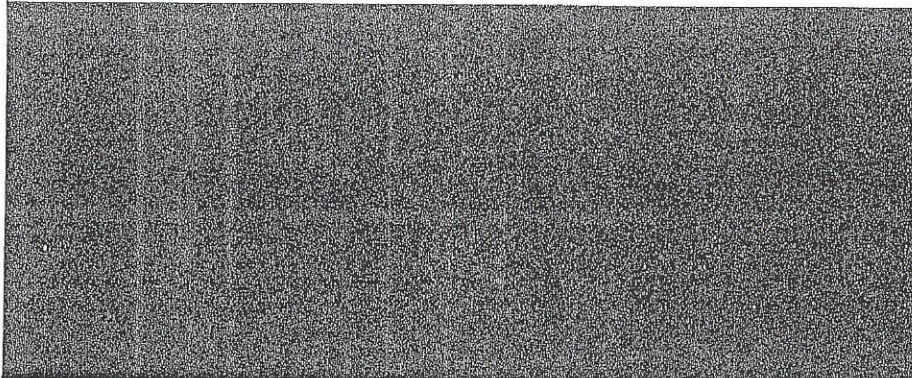
- (a) The existence of plants, animals, devices or other things of any sort which would in any way be noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property;
- (b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair.

4. Leasing of Homes on the Lots. "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a dwelling located on a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, rent, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from time to time. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.

5. Detached Buildings. No detached buildings, garages, carports, sheds, storage buildings, or out-buildings shall be erected, placed or maintained within the Addition unless the plans, specifications, design and proposed location of the same have been approved in writing by the DRC.

6. Recreational Equipment. No tree houses, platforms in trees, elevated play houses, play towers, climbing equipment, or similar structures or equipment shall be erected, placed or maintained within Deer Creek Village except as may be installed and maintained by the Association in the Common Area.

7. Lot Fencing. No Owner shall be required to install a fence to separate one lot from the other. Each Owner may install landscaping, a wood stockade fence with steel posts and dog eared pickets, masonry, black wrought iron or black square tubular steel fence, not to exceed 6 feet in height, (herein a "Lot Fence") from the front of the dwelling to the side lot lines, along both side lot lines and across the rear property line. The size, location, design and materials of all fencing must be approved in writing by the DRC prior to the commencement of construction. No



chain link fencing of any type shall be permitted. In the event an Owner elects to install a wood stockade fence on any lot, the portion of the Lot Fence that is visible from any street, including the street in front of the house and the street running along the side of the house on corner lots, the same shall be built with 1" x 6" cedar or white wood dog eared pickets no longer than six (6) feet in length with a 2" x 8" cedar cap with 1" x 2" runners immediately under the cap running along both sides of the fence. All wooden fences extending from both sides of the house to the side property lines as well as any fence extending along the side property line to the rear property line of corner lots shall be built with the cap and runners described above. The portions of the Lot Fences that are visible from any street shall be stained to match the existing fences. In the Addition. The portions of the Lot Fences which are not visible from any street may be constructed with dog eared pickets of greater than 6 inch widths or less than 6 inch widths so long as the height does not exceed six (6) feet. There is no requirement that Lot Fences that are not visible from the street be stained or that if the Lot Fences are stained that the color of the stain matches the color of the Lot Fences which are visible from the street.

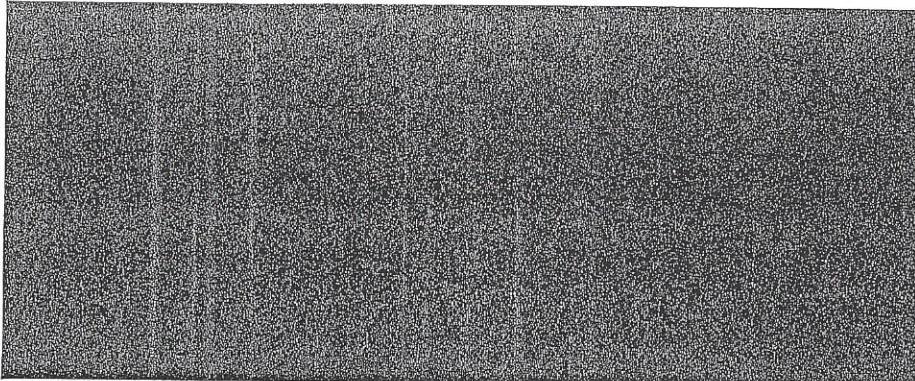
(a). Lots with Side Yards and Rear Yards Abutting Common Areas. The rear fences of the following Lots abut Common Areas and shall have black wrought iron or black tubular steel fences constructed in such a manner as to match the existing fences in Deer Creek Village Section I and shall not exceed four (4) feet in height:

Lots Twenty (20) through Twenty-seven (27) Block Ten (10) Deer Creek Village II

Lots One (1) through Seven (7) Block Thirteen (13) Deer Creek Village II

Lots Three (3), Four (4), Five (5) and Six (6) Block Twenty (20) Deer Creek Village III

With the exception of Lot 3 Block 20 Deer Creek Village III, the fences built on the Lots described above shall be constructed in such a manner so as to have the four foot black wrought iron or black tubular steel portion of the fence extend across the rear property line from property corner to property corner and return along the side property lines on each side of the Lot for a distance of twenty (20) feet from the rear property line. A wooden privacy fence, constructed of the materials and in the manner described above, shall be constructed along the side property lines to connect the wrought iron or tubular steel fencing in the rear portion of the Lot to the fences which run parallel to and are visible from the street. The wooden portion of the side lot line fences shall transition from the four foot height of the wrought iron or tubular steel fence to the maximum height of six feet within a length of four feet on an angle that creates a rise of one foot of rise for every two feet of run. The Lot Fence on Lot 3 Block 20 Deer Creek Village III that abuts POACA "B" may be constructed of either black wrought iron or black tubular steel not to exceed 4 feet in height or may be constructed of wood to the specifications set forth above. The Owner of Lot 3 Block 20 Deer Creek Village III shall submit the design of any fence which abuts POACA "B" to Declarant and the Design Review Committee for approval prior to the start of construction. Any change to the design, color, or materials of the Lot Fencing must be approved by the Declarant and the Design Review Committee.



Declarant or the Design Review Committee may require or waive the requirement for wrought iron or tubular steel fencing in the rear portion of the following Lots:

Lots Sixteen (16) through Nineteen (19) Block Ten (10)

(b). Lots Abutting Drainage Flumes. The following Lots have fences which abut drainage flumes:

Lots Nineteen (19 and Twenty (20) Block Ten (10)

Lots Eleven (11) and Twelve (12) Block Five (5)

The location of the lot fencing on said lots shall be a minimum of ten (10) feet away from the curb of the flume. Declarant has installed landscaping between the curb of the flume and the Lot Fences on the lots that abut the flumes. The Owners of Lots that abut flumes shall be required to water and maintain the landscaping between the flume and the Lot Fence. Failure to water and maintain said landscaping will result in a fine of \$2,500.00 per year payable to the Association as reimbursement for the costs incurred by the Association to water and maintain the landscaping.

(c). Lot Fencing Setbacks. The side lot fencing on the street side of corner lots shall be set back a minimum of five (5) feet from the side walk on the Lot. A landscape buffer and side street building limit line has been established along the west side of Lot Fifteen (15) Block Seven (7) and the southeasterly side of Lot 1 Block 13 Deer Creek Village II and Lot 22 Block 5 Deer Creek Village IV, Lots 15 and 16 Block 12 Deer Creek Village IV and Lots 1 and 16 Block 22 Deer Creek Village IV. The fences on the sides of the Lots described above shall be set back a minimum of Ten (10) feet from the property lines. The Declarant has installed landscaping between the curb of the street and the Lot Fences on the above described Lots. The Owners of the Lots described above, shall be required to water and maintain the landscaping installed between the curb and the Lot Fences. Failure to water and maintain said landscaping will result in a fine of \$2,500.00 per year payable to the Association as reimbursement for the costs incurred by the Association to water and maintain the landscaping.

8. Roof Materials, Color and Pitch. The roof (both the initial roof and any replacement thereof) shall be constructed of a thirty (30) year warranty shingle or better, and shall be weathered wood in color or other type and color approved by the DRC. No three tab shingles shall be allowed. All roofs must have a minimum pitch or slope of 8 inches of rise for every 12 inches of run. All roofs shall have metal "W" valleys with a color that matches the shingles. Additionally, all roof vents shall be painted with a color to match the shingles.

9. Mail Boxes. The design, location and materials of the mail boxes in the Addition shall be approved by the DRC prior to installation. In the event the mail box is damaged or destroyed, each Owner shall be required to replace the mail box with one approved by the DRC. It is the intent of the Declarant to have one style and color of mail box in the Addition.

10. Landscaping. Landscaping of the homes to be built in the Addition shall consist of a combination of trees and shrubs. The landscaping package for the front yards of the homes shall cost a minimum of \$1,200.00 not including the sod for the front yard. The entire yard, front, back and side yards shall be completely sodded.

11. Minimum House Size. The floor area of heated and cooled living space (exclusive of open porches and garages) in each residential structure situated on each Lot in DEER CREEK VILLAGE II and DEER CREEK VILLAGE IV shall not be less than 1700 square feet. The floor area of heated and cooled living space (exclusive of open porches and garages) in each residential structure situated on each Lot in DEER CREEK VILLAGE III shall not be less than 1800 square feet. Each dwelling shall have at least one two-car attached garage.