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ANNEXATION AND SUBMISSION
OF
DEER CREEK VILLAGE VII
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEER CREEK VILLAGE SECTION 1

Prepared by:
John T. Spradling, Jr., Esq.
1320 Reiss Court
Oklahoma City, OK 73118-1053
405-590-7887

COURTESY FILING ONLY
NO LIABILITY ASSUMED


 **OLD REPUBLIC** TITLE COMPANY OF OKLAHOMA
4040 N. TULSA
Oklahoma City, OK 73112

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ANNEXATION AND SUBMISSION
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DEER CREEK VILLAGE VII
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
DEER CREEK VILLAGE

Deer Creek Village, L.L.C., an Oklahoma limited liability company (herein "DCV") is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Deer Creek Village Section 1 (the "Declaration") dated November 20th, 2006 and filed for record on December 11th, 2006 in Book 10329 at Pages 1804 - 1863 in the office of the County Clerk of Oklahoma County State of Oklahoma. This Annexation and Submission of Deer Creek Village VII to the Declaration, (the "Annexation") is made effective as of the 1st day of April, 2018. Westpoint Group, LLC, an Oklahoma limited liability company ("Westpoint") owns three lots in Deer Creek Village Section VII and joins in the execution of this Annexation to submit the three lots it owns to the provisions of this Annexation.

Declarant and Westpoint are the owners of the real property described in **Exhibit A** of the Declaration referred to as (the "Property"). The Property has been subdivided and platted into Deer Creek Village VII, a part of the S.E. ¼ of Section 4 Township 13 North Range 4 West of the Indian Meridian, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plats thereof referred to herein as (the "Addition"). This Annexation and Submission of the Addition to the Declaration imposes upon the Addition the mutually beneficial Covenants, Conditions and Restrictions set forth in the Declaration and this Annexation under a general plan of improvement for the benefit of the owners of each subdivision of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. An integral part of the development plan is the creation of Deer Creek Village Homeowners' Association, Inc. (the "Association"), an association comprised of all Lot Owners in Deer Creek Village. Deer Creek Village VII and subsequent phases of development of the Property shall be annexed into the Association by the imposition of the Declaration on each additional phase of development for the purpose of owning, operating, and maintaining the Lots, Common Property and Community improvements and to administer and enforce the Governing Documents for the Addition.

Article I

ANNEXATION AND SUBMISSION OF THE ADDITION TO THE DECLARATION

1.1. Annexation and Submission. Declarant and Westpoint hereby declare that the Addition described on Exhibit "A" attached hereto shall be held, sold, used, and conveyed subject to the Declaration and any subsequent amendments thereto, which are incorporated herein by reference and made a part hereof as if specifically set out and as supplemented, modified or amended in this Document and previous or future Amendments, collectively referred to as the "Declaration". The Declaration shall run with title to the Property. The Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Addition. Declarant intends to further subdivide the Property into additional phases of Deer Creek Village as provided in Article I Creation of the Community Section 1.1. Development and Future Intent of the Declaration and impose the Declaration on the Addition and future phases to be subdivided from the Property described in Exhibit "A" to the Declaration, thereby making the Owners of the Lots, Members of the Deer Creek Village Homeowners' Association, Inc.

1.2. Duration. Unless terminated as provided, the Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, the Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. After 20 years from the date of recording, the Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of the Declaration.

1.3. Governing Documents. This Annexation and the Declaration, together with the Bylaws of the Association, the Certificate of Incorporation and any Covenant to Share Costs (collectively, the "Governing Documents") shall contain the standards for the Property and the Association. The Governing Documents shall be supplemented by the Use Restrictions and Rules, and Regulations of the Board of Directors.

Article II

ARCHITECTURE AND LANDSCAPING

2.1. Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of Deer Creek Village, acknowledges that, as Developer and as an Owner of portions of the Addition, Declarant has a substantial interest in ensuring that the improvements within Deer Creek Village enhance Declarant's reputation as a Community developer and do not impair Declarant's ability to market, or sell its property. Therefore, each Owner agrees that no activity within the scope of this Article ("**Work**") shall be commenced on such Owner's Lot unless and until Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of Deer Creek Village, unless earlier terminated in a written instrument executed and recorded by Declarant in the Official Records. Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Declarant hereby designates the following individuals to act as the Design Review Committee: Anthony K. Mirzaie, Jay Spradling and Jim Burkett.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to (i) a Design Review Committee appointed by the Association's Board of Directors (the "**DRC**"), or (ii) a committee comprised of architects, engineers or other persons who may or may not be Members of the Association. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

Declarant has established Design Guidelines attached hereto as Exhibit "B" for the purpose of establishing the Architectural Standards pursuant to which the construction of improvements in the Addition shall be made.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Annexation effective this 1st day of April 2018.

Signatures appear on the following page.

DECLARANT

Deer Creek Village, L.L.C., an Oklahoma limited liability company

By: *AM*
Name: Anthony K. Mirzaie
Title: Manager

STATE OF OKLAHOMA)

) SS:

COUNTY OF CLEVELAND)

This instrument was acknowledged before me on May 16, 2018, by Anthony K. Mirzaie, as Manager of Deer Creek Village, L.L.C., an Oklahoma limited liability company.

[Seal]



My Commission Expires:

12/08/20

Lucinda Zapp
Notary Public

Westpoint Group, LLC, an Oklahoma limited liability company

By: *AM*
Name: Anthony K. Mirzaie
Title: Manager

STATE OF OKLAHOMA)

) SS:

COUNTY OF CLEVELAND)

This instrument was acknowledged before me on May 16, 2018, by Anthony K. Mirzaie, as Manager of Westpoint Group, L.L.C., an Oklahoma limited liability company.

[Seal]



My Commission Expires:

12/08/20

Lucinda Zapp
Notary Public

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject</u>	<u>No. of Pages</u>
A	Legal Description of Land Annexed and Submitted to the Declaration and Plat	2
B	Additional Design Guidelines for Deer Creek Village VII	1
C	Bylaws of Deer Creek Village Homeowners' Association, Inc.	18*

* Exclusive of cover page and Table of Contents.

EXHIBIT A
Land Submitted to Declaration

DEER CREEK VILLAGE VII, an Addition to the City of Oklahoma City, Oklahoma County,
Oklahoma County, Oklahoma, according to the recorded Plat thereof,
A tract of land situate within the Southeast Quarter (SE/4) of Section Four (4), Township Thirteen North
(T13N), Range Four West (R4W), I.M., in Oklahoma City, Oklahoma County, Oklahoma, more particularly
described as follows:

Commencing at the Southwest corner of said SE/4; thence
N00°16'11"E along the West line of said SE/4 a distance of 660.01 feet to the POINT OF BEGINNING; thence continuing
N00°16'11"E a distance of 1123.37 feet to the Southwest corner of DEER CREEK VILLAGE V, according to the recorded plat thereof; thence
S89°43'49"E along the South line of said Plat a distance of 717.44 feet to a point on a curve to the right, said point being on the Westerly line of
DEER CREEK VILLAGE III, according to the recorded plat thereof; thence along the Westerly and Southerly lines of said plat the following Ten
(10) courses:

- 1) 85.49 feet along the arc of said curve having a radius of 325.00 feet, subtended by a chord of 85.24 feet which bears S11°35'21"W;
thence
- 2) S43°33'44"W a distance of 37.34 feet; thence
- 3) 4.88 feet along the arc of said curve having a radius of 1825.00 feet, subtended by a chord of 4.88 feet which bears S84°45'42"W;
thence
- 4) S05°18'54"E a distance of 50.00 feet; thence
- 5) S47°19'15"E a distance of 33.72 feet; thence
- 6) S00°16'11"W a distance of 20.00 feet; thence
- 7) S89°43'49"E a distance of 50.00 feet; thence
- 8) N00°16'11"E a distance of 23.47 feet; thence
- 9) N43°53'30"E a distance of 36.20 feet to a point on a non-tangent curve to the (next curve); thence
- 10) 332.56 feet along the arc of said curve having a radius of 1775.00 feet, subtended by a chord of 332.08 feet which bears S86°42'56"E
to a point on the West line of DEER CREEK VILLAGE according to the recorded plat thereof; thence along said West line the following
Four (4) courses:

- 1) S39°25'11"E a distance of 37.20 feet to a point on a curve to the left; thence
- 2) 117.36 feet along the arc of said curve having a radius of 350.00 feet, subtended by a chord of 116.81 feet which bears S09°08'38"E,
to a point of reverse curvature; thence
- 3) 55.14 feet along the arc of said curve having a radius of 170.00 feet, subtended by a chord of 54.90 feet which bears S09°27'29"E;
thence
- 4) S00°09'59"E a distance of 290.00 feet to a point on the West line of DEER CREEK VILLAGE II according to the recorded plat thereof;
thence along said West line the following Four (4) courses:

- 1) S44°50'01" W a distance of 35.36 feet; thence
- 2) S00°09'59"E a distance of 50.00 feet; thence
- 3) S45°09'59"E a distance of 35.36 feet; thence
- 4) S00°09'59"E a distance of 94.82 feet; thence

S89°58'16"W a distance of 389.77 feet; thence
S63°30'22"W a distance of 105.25 feet; thence
N26°29'38"W a distance of 81.54 feet; thence
N71°29'38"W a distance of 35.36 feet; thence
S63°30'22"W a distance of 190.00 feet; thence
S18°30'22"W a distance of 35.36 feet; thence
S63°30'22"W a distance of 50.00 feet; thence
N71°29'38"W a distance of 35.36 feet; thence
S63°30'22.4"W a distance of 76.47 feet to a point of curvature to the right; thence
18.02 feet along the arc of said curve having a radius of 165.46 feet, subtended by a chord of 18.02 feet which bears S66°37'38"W; thence
S26°29'38"E a distance of 145.08 feet; thence
S89°58'16"W a distance of 330.00 feet to the POINT OF BEGINNING.

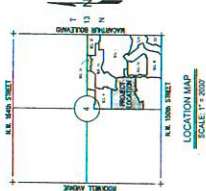
Said tract contains 1,005,512 Square Feet or 23.083 Acres, more or less.

Site Plan of Deer Creek Village VII

FINAL PLAT

DEER CREEK VILLAGE VII

A PART OF THE SE 1/4 OF SECTION 4, T13N, R14W, L1M, OKLAHOMA COUNTY, OKLAHOMA



OWNERS CERTIFICATE AND DEDICATION

That DEER CREEK VILLAGE, LLC does hereby certify that they are the owners of said the city...

DEER CREEK VILLAGE, LLC

ANTHONY WAZALE, MANAGER

STATE OF OKLAHOMA

COUNTY OF CLEVELAND

Notary Public

My Commission Expires

LEGAL DESCRIPTION

A tract of land situated within the Southeast Quarter 04 1/4 of Section 4, Township 13 North, Range 14 West, Meridian 1, Oklahoma County, Oklahoma, more particularly described as follows:

LAND SURVEYOR'S CERTIFICATE

I, JENNIFER L. WHITE, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR...

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Notary Public

My Commission Expires

CITY PLANNING COMMISSION APPROVAL

City Planning Commission Approval

BONDED ASBESTROSCTORS CERTIFICATE

That DEER CREEK VILLAGE, LLC does hereby certify that the records of said county show that the...

GO REPUBLIC TITLE COMPANY OF OKLAHOMA

Notary Public

COUNTY TREASURER'S CERTIFICATE

I, STEVE SHOOK, do hereby certify that I am the duly elected, County Treasurer of Oklahoma County, Oklahoma...

COUNTY TREASURER

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the City of Oklahoma City, Oklahoma, that the dedication...

CITY CLERK

CERTIFICATE OF CITY CLERK

I, JENNIFER L. WHITE, do hereby certify that I am the duly elected, City Clerk of the City of Oklahoma City...

CITY CLERK

NOTES

- 1. THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF SURVEYING... 2. CONFORMANCE OF RIGHT-OF-WAY MONUMENTS SHALL BE AS FOLLOWS: 3. PROPERTY CORNER MONUMENTS SHALL BE: 4. MONUMENTS OF THE PROPERTY OWNERS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS...



FINAL PLAT BY STEVE DEER CREEK VILLAGE VII. Crafton Tull logo and contact information.

EXHIBIT B
Design Guidelines

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 VII shall not be less than 2000 square feet.