



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 in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

7. 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 commercial purposes, and further provided that said animals do not become nuisances to the surrounding property owners.
8. No sign of any kind shall be displayed to the public view on any residential Lot except one professional sign of not more than five (5) square feet, advertising the property for sale, or signs used by a builder during the construction and sales period. Cabin signage shall be mounted on posts no higher than 5 feet off the ground. Signage shall not be mounted on trees.
9. No debris, junk, or unsightly accumulation of materials shall be allowed to remain on the premises.
10. No Lot shall be used for outside storage; any materials stored on premises must be kept in an enclosure, complete with roof and sides.
11. No automobile or automobiles may be parked on any Lot unless such automobile is on inflated tires and in mechanical operating condition.
12. During the time in which a home or cabin is under construction (which time may not exceed twelve (12) months), the owner of the Lot may park a motor home or camper trailer upon said owners Lot. After the earlier completion of said construction or said twelve (12) month period, no such motor home or camper trailer may be parked on the owner's Lot unless parked under an enclosure.
13. No chain link or privacy fences shall be constructed or placed upon any Lot in the subdivision.
14. Roof pitch and color must be consistent within the other cabins in the subdivision and must be approved by either the Developer by or the Homeowner's Association. Approval shall not be unreasonably withheld.
15. Blue roofs are not permitted in the subdivision.
16. All buildings must be constructed with natural/natural looking materials such as wood, simulated wood, stone, cultured stone. Buildings constructed with brick, stucco or any other man made materials are not permitted. There shall be no metal buildings on the premises. No mobile homes or manufactured homes shall be permitted.
17. There shall be no construction of any kind in the creek located on various Lots in the subdivision, as shown on the recorded plat.
18. For the mutual benefit of the owners of subdivision's Lots, the Developer has or will incorporate under the laws of the State of Oklahoma a corporation known as

Paradise Valley Homeowner's Association, Inc. (the "HOA") to exercise the functions of the HOA, which include but are not limited to the maintenance of the subdivision's roads and related facilities. All Lots in the subdivision shall be subject to the fees, assessments and other actions legally imposed or taken by the HOA. The initial dues for said HOA shall be \$600 per Lot and shall be paid by any purchaser of a Lot from the Developer.

19. Membership in the HOA is mandatory, and shall be restricted to those owners of any Lot in the subdivision. Such owners shall be a member of the HOA. The membership of an owner shall become effective for all purposes upon the owner's receipt of fee simple title to a Lot (such as by deed). Membership shall be appurtenant to and may not be separated from ownership of any Lot.
20. The HOA shall be governed by a Board of Directors, which shall act in a manner set forth in the HOA's articles of incorporation and bylaws, a copy of which may be obtained upon request from the HOA's officers or directors or the Developer. All pertinent provisions of said articles of incorporation and bylaws shall apply to the owners of any Lot in the subdivision.
21. The Developer may appoint an initial Board of Directors for the HOA. Subsequent Board of Directors shall be elected in accordance with the bylaws of said HOA.
22. Each owner of a Lot in the subdivision, by acceptance of a deed therefor or through other means of conveyance (such as court decree), whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the HOA annual dues and special dues for capital improvements, both of which dues are to be fixed, established and collected from time to time as provided herein and in the HOA bylaws. Any such dues, together with interest thereon and costs of collection, shall be a charge and a continuing lien on the particular Lot against which they are assessed and shall further be the personal obligation of the owners of such Lot at the time when the dues were assessed. Such lien shall continue on the Lot against any new owner until it is paid.
23. There shall be only one (1) cabin per acre unless approved by the Developer or the HOA. Buildings shall not be placed within 25 feet of any Lot boundary unless approved by the Developer or the Homeowner's Association. Building placement must be approved by the Developer or the Homeowner's Association prior to beginning construction.
24. Septic systems must be in strict compliance with DEQ requirements.
25. Driveways for personal use must originate from a point of the original dedicated/platted roads of the Subdivision 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 Lot. However, this prohibition does not apply in the event that the owner of a Lot receives a written easement to access said Lot from the owner(s) of adjacent property lying outside Paradise Valley subdivision.
26. Any approvals required herein by the either the Developer or the Homeowner's Association must be in writing and signed by an authorized representative of said entity.

27. The use of firearms, fireworks, activities, noise or other nuisances that cause annoyance or discomfort to other homeowners or that interfere with the general safety and peace within the Subdivision is strictly prohibited. Hunting in the subdivision shall be prohibited.
28. A Road Assessment District (Oklahoma Statutes, Title 19, Section 1236, et seq.) may be formed to maintain and improve the roads of the subdivision.
29. These restrictions and covenants are to run with the land and shall be binding on all present and future owners of Lots in the subdivision and all parties and persons claiming under them unless a recorded instrument signed by the owners of a majority of said Lots changes said restrictions and covenants in whole or in part.
30. In the event of a violation of any of the covenants herein, it shall be lawful for either the Developer or the Homeowner's Association 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.
31. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Top-Tier Developments, Inc.

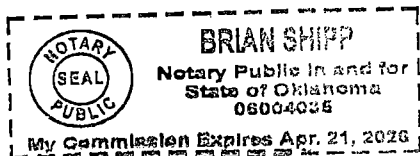
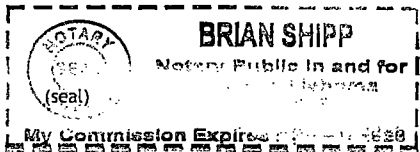
Kevin Brittain  
Kevin Brittain, Pres. or Vice-Pres.  
(circle one)

STATE OF Oklahoma )  
McCurtain COUNTY ) SS.

Before me, the undersigned notary public, in and for the said County and State, on this 23rd day of July, 2022, personally appeared Kevin Brittain, President or Vice-President (circle one) of Top-Tier Developments, Inc., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Brian Shipp  
Notary Public



986

