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PROTECTIVE COVENANTS FOR THE MEADOWS OF SOUTHRIDGE SUBDIVISION

STATE OF OKLAHOMA)
) SS
COUNTY OF CHEROKEE)

That, Southridge Development Company, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that such is the owner of and the only person or entity having any right, title, or interest in and to the lands described as follows, to-wit:

THE MEADOWS OF SOUTHRIDGE SUBDIVISION, A subdivision of a part of the W1/2 NW1/4 SW1/4 of Section 9, Township 16 North, Range 22 East and a part of the NE1/4 NE1/4 SE1/4 and a part of the SE1/4 SE1/4 NE1/4 of Section 8, Towhship 16 North, Range 22 East, to the City of Tahlequah, Cherokee County, Oklahoma, according to the recorded plat thereof.

It is further certified that the said owner has caused said tract of land to be surveyed into blocks, lots, streets, and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, right-of ways, widths of streets and easements for utilities. We hereby designate said tract of land as the Timbers of Southridge Subdivision to the City of Tahlequah, Oklahoma and hereby dedicate to public use all of the streets and avenues with the subdivision and reserve for installation and maintenance of utilities a strip of land for easement as shown on the recorded plat. All land so dedicated to public use are free and clear of all encumbrances.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of successors in title to the subdivision of said tract, the following restrictions and reservations are imposed to which it shall be encumbent on our successors to adhere:

- 1. All lots within the subdivision shall be known and designated as residential building lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and including an enclosed garage attached thereto for not less than two automobiles or more than three automobiles, and other outbuildings incidental to the residential use of such plot as set forth hereinafter. No open carports will be constructed on any lot. Once any part of the dwelling or any other structure is used for the purpose of a garage, thereafter it shall be prohibited from conversion to living space, separate living quarters, or other integral part of the living area.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or 20 feet to the front lot line on those lots which are located at cul-de-sacs. In no event shall the distance between buildings be less than 10 feet at the front building line. No dwelling, detached garage or other building shall be located nearer than 5 feet to a side lot line unless built on multiple lots or more than one lot.
3. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No recreational vehicle shall be parked in front of the front building line or within view from a street, except on a temporary basis for a period of no more than 3 consecutive days. No trucks in excess of 3/4 ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailer, golf carts, motorcycles, bicycles, boats or boat trailer or similar vehicles other than passenger automobiles, pickup trucks, and vans with a capacity of 3/4 ton or less or any other motorized vehicles will be parked, stored or in any manner kept or placed on any portion of a lot unless enclosed in a garage or screened from view from street. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to a property owner.

6. No building shall be moved onto any lot. A detached storage building or a detached garage for not more than 2 cars shall be permitted, provided same is built on site at the same time or after construction of a residence in a location behind the existing residence. The exterior of such storage building or detached garage shall be of same character and construction design to the existing residence.

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7. Those lots which border along the Section Line or Mill Road shall not use the Section Line or Mill Road for purposes of ingress or egress to or from any lot. All residences shall be constructed on the plot whereas they face the 25 foot build back lines, or 20 foot build back lines for those lots located at cul-de-sacs, and shall not be built whereby they face the 15 foot side lot line.

8. All front and side exterior walls of all dwellings, garages, and other buildings which face any street shall be at least 70% masonry construction, stone, stucco, or brick; and, all other exterior walls must be at least 20% masonry construction, stone, stucco, or brick at a height of no less than 24 inches above the finish interior floor level. All exterior fireplace walls that are visible from view of any street must be masonry construction, stone, stucco, or brick. The color of the exterior of such structures shall be compatible, coordinated, and harmonious with the stone, stucco, or brick and other features of the structures in contrast with the natural setting of the area in which the structures are situated. Vivid or strong colors including, but not limited to turquoise, pink, purple, orange, bright yellow and bright blue will not be used on exterior painted or colored siding materials.

9. Metal roofs will not be permitted on any structure erected on any lot. Only roof colors found in nature such as shades of gray, brown, or black will be allowed. No white shingles will be used on any residence. The roof pitch or slope for any structure erected on any lot shall have a minimum rise of 6/12, meaning that the slope or pitch must have a vertical rise of no less than 6 inches for each 12 inch horizontal distance.

10. The floor area of the main residence, exclusive of porches and garage, shall not be less than 1200 square feet, and the ground floor level of not less than 800 square feet on residences with more than one level.

11. No all metal chain link fences or pens for purposes of containing dogs or other animals will be allowed. Wood privacy fences and coated chain link fencing with wood post and rails shall be allowed. No fences or walls shall be installed on the front portion of any lot in this subdivision, between the front lot line and the front building set back line, except decorative walls or planters which may extend not more than 10 feet in front of the front building line. No fence shall be constructed within 3 feet of any concrete drainage structure. Fencing located at the boundary of a lot which is constructed by the developer, if any, shall become a part of the property and shall remain in the location as constructed in the same type and nature, and shall be maintained in good repair by all subsequent owners to the property.

12. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street.

13. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.

14. Mailboxes for a residence should be constructed of brick, stone, or stucco, and of the same material as the main residence.


15. Building materials may be stored for a period of 30 days prior to the start of construction. Construction of a residence must be completed within 18 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement.

16. Prior to time of construction, during and/or after construction, no rocks, earth, debris, downed trees, land fill, sand, construction materials or equipment will be placed, parked or stored on adjoining property or lots which do not belong to current lot owner. No portion of any adjoining lot or tract will be disturbed or the topography changed which does not belong to current lot owner. No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or lot within the subdivision. There will be no burning or other disposal or refuse out of doors, except the developer may burn timber from clearing right of ways during development of the subdivision under a burn permit obtained from the City of Tahlequah. Outside storage of building materials, old cars, or other salvage shall not be permitted.

17. All electrical, television, natural gas and telephone service installations will be placed underground. There will be no visible towers or television antennas installed on any structure, nor will television satellites be installed where

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such is visible from a street.

18.  No above ground swimming pools will be allowed.

19. Sod grass will be laid upon a plot within 30 days from completion of a residence and each residence or any structure will be landscaped on all sides facing a street within 6 months of completion of construction.

20. Each lot owner will be responsible to insure that proper interior lot drainage will be established whereas the drainage will be designed to flow to the street or established drainage reserves and shall not drain upon, interfere with, cause water runoff, or produce water erosion damage to or upon an adjoining lot.

21. No sign of any kind shall be displayed to the public view on any lot, except one professional sign on no more than one square foot displaying the property address, except one professional sign of not more than five square feet advertising the property for sale during construction or sales period.

22. No yard ornaments in excess of 24 inches in height, animal statues, portable basketball structures, or plastic vivid colored playground equipment will be placed on any lot in view of a street. Permanently installed basketball structures will be allowed, provided such are located no closer than 20 feet from a street.

23. During the time of construction, and prior to completion of a residence, each owner shall have professionally constructed a concrete sidewalk fronting all street(s) which is 48 inches in width with a minimum depth of 4 inches. Said sidewalk shall be located 24 inches behind the curb back, have an elevation of no more or less than 3 inches above or below the curb top, have expansion cuts every 4 feet, and run the entire width of the plot. A plot is defined as all adjoining lots, or portions thereof, belonging to or later acquired by the same owner. If an additional lot, or portion thereof, is later acquired by a lot owner which joins a current plot with an existing residence, then such additional lot, or portions thereof, shall have a sidewalk constructed upon the lot acquired within 60 days of the acquisition. This covenant shall not apply, and sidewalks shall not be constructed along Mill Road or any portion of any future road, if any, constructed along the section line lying South of Highland Drive. No structures or fixtures of a permanent or temporary nature will be allowed which block the sidewalk for pedestrian using sidewalk.

24. It shall be the cooperative responsibility of all owners of developed lots within the subdivision to maintain the entry way at the intersection Highland Drive and the Meadows Subdivision situated along the Northerly boundary of Lot 1, Block 1 and the Northerly boundary of Lot 1, Block 2 of the Meadows Subdivision, the entry way at the intersection of Highland Drive and Mill Road, and the planters, if any, in the center of platted cul-de-sacs. It shall be the cooperative effort of all owners of developed lots within the subdivision to maintain the entry ways and cul-de-sacs as referenced above including landscape, brick columns, subdivision logo signs, fences along the Northerly boundary of Lot 1, Block 1, and the Northerly boundary of Lot 1, Block 2; the grass, landscaping, and fences along Mill Road; and adjacent to said fences, the entry lights and fixtures, if any, and to pay the utilities for lights and landscape irrigation. In order to provide common maintenance for the benefit of all lots within the subdivision, each owner of a developed lot shall pay an annual maintenance fee on January 1 of each year in the amount of Twenty Five Dollars (\$25.00), or such reasonable amount as may be deemed necessary, per developed lot owned to a committee of three (3) Trustees. A "developed lot" is a lot that will qualify for a building permit issuable by the City of Tahlequah, Oklahoma. It shall be the fiduciary duty of the Trustees to coordinate collection of the annual fees and to maintain those items as set forth above and to pay for such utilities. The original Trustees shall be Scott Wright, Tommye Sue Wright and Jasen Wright, who shall remain Trustees until such time as he or she shall resign, assign his or her position, or is removed and replaced in an election called for said purpose. If a Trustee should resign, then the remaining Trustees shall fill the vacant position. In case of an election to replace a current Trustee, such election shall be held within sixty (60) days from receipt by the Trustees of a written request signed by five percent (5%) of the owners of lots within the subdivision to remove a current Trustee. Nominations for a replacement Trustee may be made by any owner of a lot within the subdivision and the election shall be conducted by the Trustee Committee with a new Trustee elected by a majority of the votes of all of the lot owners voting in said election with a lot owner having the same number of votes as the number of whole lots owned by said lot owner. The cost of the election shall be paid from the Timbers of Southridge maintenance funds. The nature, design and landscaping of the entry ways, signs, brick columns, fences, road rights-of-ways and cul-de-sac planters shall not be changed from the original of the developer without the written approval of the owners of a majority of the lots within the subdivision.

All other fences, if any, installed by the developer shall become the ownership and responsibility of each lot owner in which a fence is located, including the maintenance of any such fence in good condition in accordance with the original design, material, construction, and location.

25. No oil drilling, oil development, or mining operations will be carried on within the development.

26. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other normal household pets may be kept, provided that they are not kept, bred or maintained for any commercial use, and provided they are kept within fenced areas. Under no condition shall a pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner.

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27. Each owner and occupant of any part of a lot shall jointly and severally have the responsibility and duty at their sole cost and expense, to keep each lot and any improvements thereon maintained including buildings, improvements, and grounds in a well-maintained, safe, clean, and attractive condition at all times. Maintenance shall include, but not limited to, the following; (a.) prompt removal of all litter, trash, refuse, and waste; (b.) lawn moving and edging along all concrete driveways, sidewalks, and curb; (c.) tree and shrub pruning; (d.) watering; (e.) maintaining exterior lighting and mechanical facilities in good working order; (f.) maintaining lawn and landscape alive, free of weeds, and attractive; (g.) maintaining parking areas, driveways, and walkways in good repair; (h.) complying with all governmental, health, and police requirements; (i.) repainting of improvements; (j.) immediate repair of any and all exterior damage to dwellings or improvements. Any and all exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents, street traffic, or adjacent property owners.

28. These covenants shall run with the land and shall be binding on all parties, all lot owners, and all persons claiming under them until December 31, 2013, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by the record owners of 70% of the lots has been recorded agreeing to change said covenants in whole or in part.

29. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him, her, or them from so doing or to recover damages or other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, a reasonable attorney fees and court costs incurred in such litigation.

30. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the hand and seal at Tahlequah, Oklahoma, this 16TH day of OCTOBER, 2003.

Southridge Development Company, L.L.C., an Oklahoma Limited Liability Company

By: [Signature]
Scott Wright, Managing Member



Before me, the undersigned, a Notary Public, in and for said County and State, on this 16TH day of OCTOBER, 2003, personally appeared Scott Wright, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's managing member and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Limited Liability Company, for the uses and purposes therein set forth.

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

My Commission Expires:

3/14/07
03602726



[Signature]
Notary Public

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STATE OF OKLAHOMA,) SS At 2:33 O'CLOCK PM
CHEROKEE COUNTY) IN BOOK 777 AT PAGE 86-87
MARSHEL BENNETT, County Clerk
4-4 FILED FOR RECORD IN MY OFFICE ON 1-21-04 By [Signature] Deputy