

9

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS and EASEMENTS
OF
HIDDEN MEADOW ADDITION**

THIS DECLARATION, dated the 14 day of August, 2010, is made by Joe Taggart, Kathy D. Taggart, Don Fielden and Becky D. Fielden, (hereinafter "Owners"). The Owners state that they are the record owners of the following described real property situated in Dewey, Washington County, State of Oklahoma, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), of Block Three (3), Lemmon Grove Second Addition and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), of Block Four (4), Lemmon Grove Second (2nd) Addition.

and

The North 95 feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE/4 NE/4 NW/4) of Section 29, Township 27 North, Range 13 East, Washington County, Oklahoma.

and

The South 5 feet of the North 100 feet of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE/4 NE/4 NW/4) of Section 29, Township 27 North, Range 13 East, Washington County, Oklahoma, containing 5.28 acres, more or less. Subject to easements and rights-of-way of record and statutes.

Owners have caused the above described real property to be surveyed, staked and platted into lots and streets in conformity with the plat which is attached hereto and incorporated herein and have caused the same to be named and designated *Hidden Meadow Addition, a Replat of Lemmon Grove 2nd Addition and a Portion of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 29, T 27 N, R 13 E in the City of Dewey, Washington County, Oklahoma.* (hereinafter, the Property)

RECITALS

- A. Owners intend that the above described property shall be platted as a single family residential subdivision. Which subdivision plat shall be entitled "Hidden Meadow Addition" and shall be filed of record in the Book of Plats with the County Clerk of Washington County, Oklahoma.
- B. Owners desire to subject the Property and the lots located therein to the covenants, conditions, restrictions and easements set forth below which are intended for the purpose of providing for the orderly development of the subdivision and to protecting the value and desirability of the Property and the lots within the subdivision.

008794

BK 1093PG0612

NOW THEREFORE, Owners hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Easements set forth below.

1. Development and Construction Standards.

(A) An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein and applied to each proposed structure. Don Fielden and Joe Taggart are designated as members and shall initially serve as the Architectural Committee. Additional members to the Architectural Committee may be appointed by the unanimous consent of the initial members. At the discretion of Don Fielden and Joe Taggart, control of the Architectural Committee may be transferred.

(B) The purpose of the Architectural Committee is to promote good design and compatibility within the subdivision. The Architectural Committee's review of building plans and specifications, plot plan, exterior color scheme and materials may take into consideration the nature and character of the proposed building or structure, the materials to be used in the construction of the proposed building, the availability of alternative materials, the site upon which the building is to be constructed and the harmony thereof with the surrounding area. No building shall be erected, placed or altered on any lot in the subdivision until the building plans and specifications therefore, exterior color scheme and material thereof and plot plan (the plot plan shall, at a minimum show the location and facing of any proposed building) have been submitted in writing to the Architectural Committee or their duly authorized successors and the Architectural Committee has either taken action or has allowed fourteen (14) business days to pass without taking action on the building plans and specifications submitted. The Architectural Committee shall have the authority to either approve or disapprove the building plans and specifications as submitted. Alternatively, the Architectural Committee shall also have the authority to grant a waiver of any restrictions, conditions or covenants which the proposed building plans may conflict with. Further, the Architectural Committee may elect to not take any action with respect to any building plans and specifications submitted. In the event the Architectural Committee fails to either approve or disapprove any submitted plans, specifications, materials and plot plans within fourteen (14) business days of the date of formal submission, the approval of the Architectural Committee shall not be required and the requirements of this covenant/section shall be deemed to have been fully complied with. Any action for either approval, disapproval, waiver or a failure to take action shall not serve as a subsequent waiver of the application of any restriction, condition or covenant as enumerated herein. Any approval granted by the Architectural Committee shall not supersede the requisite approvals of the City of Dewey, Code Enforcement Department.

(C) With respect to any matter pertaining to the appearance of a specific lot or a structure on any lot within Hidden Meadow as well as the overall appearance of Hidden Meadow, the Architectural Committee shall be responsible for interpreting these restrictions, conditions, declarations and covenants or determining the standard to be used in the event a covenant, condition, restriction or declaration is deemed invalid or unenforceable.

(D) The Architectural Committee shall not be liable for any approval, disapproval or failure to take action on any building plans and specifications submitted, and its approval of building plans shall not constitute a any warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or violations of applicable building codes. Nothing herein contained shall in any way be deemed to prevent any owner of property

within this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain.

(E) The powers and duties of the Architectural Committee shall cease on December 31st, 2020. Thereafter, the approval process described in this covenant/section shall not be required unless, prior to the termination date, a written instrument shall be executed by a majority of the then record owners of the lots in the subdivision expressly extending the powers and duties of the Architectural Committee and stating the number of members of the Committee. The written instrument must also be filed of record with the County Clerk of Washington County, Oklahoma.

(F) All lots shall only be used for single family residential lots.

(G) Each building plan and specifications for the construction of a single story home must contain a minimum of 1,200 square feet of living area.

(H) Each building plan and specifications submitted must clearly evidence the use of not less than 75% brick or stone front for the exterior construction of the home.

(I) A garage providing space for a minimum of one (1) automobile shall be provided within each building plan and specifications submitted. Each garage shall be enclosed and attached, except that detached garages may be permitted so long as they are architecturally consistent with the design of the primary residence and are approved by the Architectural Committee.

(J) Roofing on all residences shall utilize asphalt shingles. All residences shall have a 6:12 roof pitch over at least seventy-five percent (75%) of the total roof area.

(K) Any out building, other permanent structure or improvement intended by any owner to enhance a specific lot shall, prior to placement or construction on the lot, be submitted to the Architectural Committee in the form of a building plan and the Architectural Committee shall review the same and determine whether such plans are architecturally consistent with the design of the primary residence.

(L) Each lot shall be graded so that it will drain in a natural and unobstructed manner, accept and pass storm water run off from adjacent lots and streets and minimize or resist soil erosion.

(M) External electronic reception and/or transmitting devices shall be confined to the back yard of a specific lot and shall be shielded by sufficient fencing so as to preclude viewing the device by adjacent owners and such fencing shall be subject to review by the Architectural Committee.

(N) No decorative fence, wall, hedge or shrub planting within fifteen (15) feet of the edge of a roadway and which obstructs sight lines at an elevation of two (2) feet above roadways shall be permitted to either be constructed or to remain on any lot. Trees within fifteen (15) feet of the roadway shall be permitted to remain; provided, that foliage and limbs shall be removed and maintained at a sufficient height in order to prevent sight line obstruction.

(O) The Architectural Committee may issue construction and material specifications, in conformance with existing United States Postal Service regulations for the construction and placement of mail boxes.

(P) No building on any lot shall be located beyond the building set back lines as shown on the recorded plat. No proposed building shall be located closer than five feet (5') to any side lot line and no proposed building may be located closer than five feet (5') to the rear lot line. No building or permanent structure shall be placed within the designated area of any easement of record or easement as shown on the recorded plat.

(Q) The construction, alteration or remodeling of any structure or improvement on any lot or lots shall be started and completed within a reasonable period of time without unnecessary and/or unreasonable delay.

(R) Any home or other structure on any lot which is fully or partially destroyed by fire, storm or any other means must be fully rebuilt, repaired, restored or removed within nine (9) months after the date of the cause of destruction or damage; unless an extension is applied for in writing by the owner and granted by the Architectural Committee.

(S) In addition to any area designated within the building plans and specifications for a garage; each lot building plan and specifications must have sufficient parking area for two (2) additional automobiles.

(T) No lot, dwelling or improvement nor any part thereof, shall be used for business or professional purposes including but not limited to, use as a school, day care, nursery, church, hospital, or office. Further, no dwelling or its improvements shall be utilized for any sort of paid group or individual lessons.

(U) No sign, billboard or advertising structures of a commercial nature shall be allowed on any lot with the exception of the sign identifying the entrance to Hidden Meadow Addition or real estate marketing signs of a usual and customary dimension advertising a particular lot or dwelling "For Sale". Any "For Sale" sign must be removed on the date of closing of the sale of a lot.

(V) No animals, with the exception of dogs, cats or other domesticated animals which are customarily considered by reasonable individuals to be household pets (including birds) and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of adjacent lots, shall be permitted on any lot.

(W) Each lot shall, at all times, be kept in a clean, safe and non-offensive condition both prior to, during and after construction or remodeling. No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain in the open upon any lot in such a manner that the construction materials and equipment could be accessed by an individual. Such building materials and construction materials shall not, with the exception of the initial construction phase of a residence on a lot, be visible from any adjacent lot or street.

(X) No lot shall be used in whole or in part as a dumping ground for rubbish, debris or for the storage any tangible property, machinery or equipment which will cause such lot to appear to be unclean, disorderly or in an untidy or "trashy" condition or that will, by appearance, be either offensive or a visual nuisance to the casual observer or to other Hidden Meadow property owners. No trash, litter, junk, bottles, debris or other unsightly discarded materials shall be permitted to remain exposed upon any lot in such a manner that they are visible from and adjacent lot or street and such discarded materials shall be kept only in sanitary containers.

(Y) All lots shall be, at all times, kept and maintained in an orderly manner. All lawns and landscaping shall be properly maintained. Any and all dead trees and shrubbery shall be removed in a timely and efficient manner in order that the community aesthetics shall not be disrupted.

(Z) These restrictive covenants, conditions, and declarations together with the other documents attached hereto, incorporated herein by reference and made a part hereof shall be construed as a whole. The captions herein contained or otherwise appearing are for the sake of convenience only and each instrument shall be construed in their entirety and the pertinent sections of all instruments as a whole. The invalidity of a word, phrase, clause or provision

herein contained shall not serve to render the remainder of the document void, unenforceable and the same shall be thereafter construed as if such word, phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions, conditions, covenants and declarations.

2. Easements and Utilities. In connection with the provision of water, sewer, gas, telecommunication and electric services, hereinafter "utilities", all lots are subject to the following provisions:

(A) The owner of each lot shall be responsible for the protection of the public water mains, storm water drainage lines and all sewer lines located on each lot and shall prevent the alteration of grade or any construction activity which may interfere with the function of the public water mains, storm water drainage lines or sewer lines. The restriction as to alteration of the grade surrounding each public water main, storm water drainage line and sewer line shall be limited to the designated easement area for public water, storm water drainage and sewer use.

(B) The City of Dewey or its successors will be responsible for ordinary maintenance of the public water mains, storm water drainage lines and sewer lines, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(C) The City of Dewey or its successors through its designated agents and employees shall at all times have the right of access with their equipment to all such easement right-of-ways shown on the plot or provided for in this Certificate and Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of any and all underground water, storm water and/or sewer facilities.

(D) Pavement or landscape repair within any utility easement as a result of any repairs to a water main, storm water drainage line or sewer line due to breaks or failures shall be borne by the owner of a lot. This provision shall also apply to any and all underground utilities.

(E) Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of a higher elevation that are adjacent to each lot and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstruction which would impair the drainage of storm and surface waters over and across an owner's lot.

(F) The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Dewey or its successors and the owner of each lot agree to be bound hereby.

(G) Regarding the installation, operation, provision and maintenance of underground electric, gas and telecommunications services, all lots are subject to the following provisions/conditions:

- (i) Street light poles or standards may be served by underground cable and, except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground in the easement right-of-ways reserved for general utility services and streets, shown on the attached plat.

- (ii) Underground service cables and gas service lines to all houses which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on said lot, covering a five foot (5') strip extending 2.5 feet on each side of such service cable or line corridor extending from the service pedestal, transformer or gas main to the service entrance on the structure.
- (iii) The supplier of electric, telephone, cable television and gas services through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Certificate of Dedication and Restrictive Covenants for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telecommunications, cable television or gas service facilities installed. The provider of electric, telecommunications, cable television also reserve the perpetual right, privilege and authority to cut down, trim or treat any trees and/or undergrowth or landscaping materials which might be found on the easement.
- (iv) The owner of each lot in the subdivision shall be responsible for the protection of the underground lines and facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telecommunications, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

3. Enforcement, Duration and Severability.

(A) The restrictions, conditions, covenants and declarations herein set forth are covenants to run with and bind the Property hereinabove described and shall be binding upon the Property, the Declarants and the owners, their successors and assigns and all parties claiming under them. If the undersigned Declarants or their successors or assigns shall violate any of the covenants herein, it shall be lawful for any person owning any lot situated within Hidden Meadow to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with these covenants or to recover damages for any such violations.

(B) These covenants shall remain in full force and effect until December 31, 2020 and continuing thereafter for successive ten year periods, unless terminated or amended by consent of a majority of lot owners (one vote per lot) and the developer (two votes per lot owned), with the approval of the applicable utility companies and the consent of the City of Dewey and the Washington County Metropolitan Area Planning Commission.

(C) The invalidity of any restriction, condition, covenant or declaration set forth hereinabove or any part thereof, by reason of any order, judgment or decree of any court or

otherwise shall not invalidate or affect any of the other restrictions, conditions, covenants or declarations or any part thereof set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Joe Taggart, Kathy D. Taggart, Don Fielden and Becky D. Fielden have caused this Certificate of Dedication to be executed this 28th day of Sept, 2010.

Joe Taggart
Joe Taggart

Kathy D. Taggart
Kathy D. Taggart

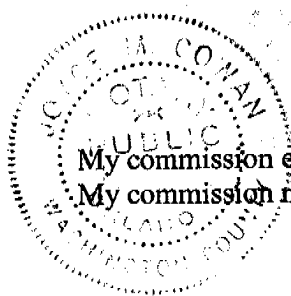
Don Fielden
Don Fielden

Becky D. Fielden
Becky D. Fielden

BK1093PG0618

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) ss.

Before me the undersigned, a notary public in and for the County and State on the 28th day of Sept, 2010 personally appeared Joe Taggart, Kathy D. Taggart, Don Fielden and Becky D. Fielden, to me known to be the identical persons who subscribed their names as the makers hereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth therein.

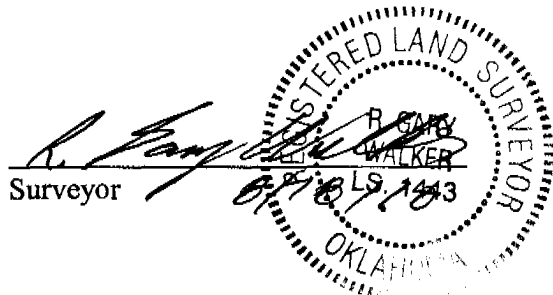


My commission expires: 08082011
My commission number: 03010642

Joyce M. Cowan
Notary Public

CERTIFICATE OF SURVEY

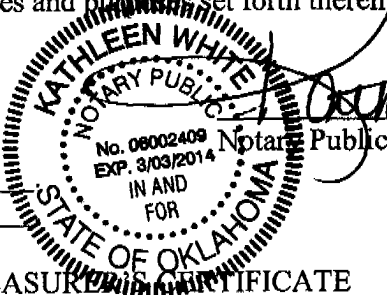
We, CORNERSTONE SURVEYING, do hereby certify that we have carefully and accurately surveyed, staked and platted the tract of land described above and that the accompanying plat of the above designated "Hidden Meadow Addition to the City of Dewey" in Washington County, Oklahoma is a true representation of the survey, dated this 18 day of AUG, 2010.



STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) SS.

Before me the undersigned, a notary public in and for the County and State on the 18 day of August, 2010 personally appeared R. Gary Walker, to me known to be the identical person(s) who subscribed his/her/their name(s) as the makers hereof to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth therein.

My commission expires: 3/3/14
My commission number: _____

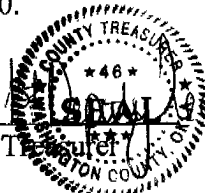


COUNTY TREASURER'S CERTIFICATE

I, Brad Johnson, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Washington County, Oklahoma, that the tax records of said county show that all taxes are paid for the year 2010, and prior years on the land shown on the plat of Hidden Meadow Addition in Dewey, Washington County, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer.

In witness whereof, the County Treasurer has caused this instrument to be executed at Bartlesville, Washington County, Oklahoma on this 20 day of September, 2010.

Brad Johnson
Brad Johnson, County Treasurer



PLANNING COMMISSION APPROVAL

I, KEVIN TREASE, the CITY MANAGER of the Metropolitan Area Planning Commission, hereby certify that the MAPC has duly approved the plat and map of Hidden Meadow Addition on the 16th day of August, 2010.

Kevin Trease
Chairman, MAPC

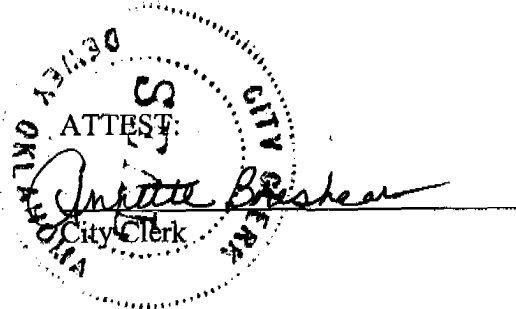
ACCEPTANCE OF DEDICATION BY CITY OF DEWEY

BE IT RESOLVED by the City Council of Dewey, Washington County, Oklahoma, that the dedications shown on the attached plat of Hidden Meadows Addition are hereby accepted.

Accepted by the Dewey City Council this 16 day of August, 2010.

Approved by the Mayor of the Dewey City Council this 16 day of August, 2010.


Mayor



BK1093PG0620

Doc # 2010008794
Bk 1093
Pg 612-620
DATE 10/05/10 15:18:53
Filing Fee \$29.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. FARRISH

