

PINE MEADOWS
DEED OF DEDICATION

That PINE MEADOWS INC. being the owner of the real property hereinafter have caused said property to-wit:

The North 495 feet of the South 825 feet of the Northeast 1/4 of the Northeast 1/4 in section 24, Township 22 North, Range 15 East of the 1B&M, Rogers County, Oklahoma, according to the U.S. Government Survey thereof

to be surveyed, staked and platted into lots and blocks in conformity to the plan annexed hereto and have caused the same to be named and designated PINE MEADOWS, Rogers County, Oklahoma.

AND, the undersigned Owners hereby dedicate for public use all streets as shown on the accompanying plat and all easements, as shown and designated on accompanying plat for the several purposes of constructing, maintaining, operating, repairing, and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines, and transformers, gas and water lines, together with all fittings and equipment for such facilities, including poles, wires, conduits, pipes, valves, meters, and any other appurtenances hereto the right of egress into and upon said easements for the use and purposes aforesaid. Provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of egress for such construction, maintenance, operating, laying and relaying over, across and along all strips of land including in the easements shown thereon, both for the purposes of furnishing water and /or sewer service to the area included in said plat, and to the other areas.

AND, the undersigned Owners, for the purpose of providing an orderly development of the entire tract, and for the future purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owners abutting the tract, their successors and assigns do hereby impose the following restrictions, limitations and reservations, which shall be binding upon all subsequent purchasers:

CONDITIONS AND RESTRICTIONS

PINE MEADOWS is an area of distinctive landscape and natural beauty. It is the desire and intent of the Developer to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards.

The Developers, desiring to establish a compatible system of development and preserve the character of PINE MEADOWS, do hereby declare and establish the following restrictions, conditions, and protective covenants, to which all properties in this Subdivision are subject.

1. Lot Use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected, or permitted to remain on any lot which exceeds two (2) stories in height.

2. Dwelling Size and Material. No single story dwelling shall be erected in PINE MEADOWS which has a living space of less than 1,200 square feet. Square footage shall be computed using measurements over frame of living space exclusive of porches, patios, and garages. No dwelling shall be erected, placed or constructed on any lot in PINE MEADOWS unless at least Twenty Five Percent (25%) of the exterior walls thereof are brick or stone, provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of the exterior construction materials shall be permitted only upon the written consent of developer. No log cabin type dwellings shall be allowed. No dwellings shall be moved onto the property. All construction shall be on site from new materials.

3. Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front Yard:	35 feet
Side Yard:	7 feet
Other side yard:	14 feet
Back yard:	30 feet

4. Garage. All dwellings shall have attached garages suitable for accompanying a minimum of two (2) standard size automobiles. Carports shall not be permitted. Garages shall not be moved onto property. All construction shall be onsite and from new materials.

5. Outbuildings. All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling and shall have at least Twenty-five percent (25%) of the exterior thereof composed of masonry. No outbuildings shall be moved on site. Construction shall be onsite from new materials.

6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except for the total of three (3) dogs, cats or other household pets and the suckling young of said animals. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be kept in a fenced back yard. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein.

7. Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after pouring the footing.

8. Dwelling or Residence. No trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to PINE RIDGE.

10. Signs. No sign of any kind shall be displayed to public view on any residential lot except one professional sign of not more than one square foot, or one sign not more than five square feet advertising the sale or rent of said property, or signs used by builder to advertise the property during construction and sales period of any residence.

11. Mobile Homes. No mobile home shall be moved into or be present in PINE RIDGE.

12. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street.

13. Drainage Easement. The drainage easements as shown on filed plat shall be maintained by the owner of the respective lot. The following standards apply to the drainage easements.

A. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City-Rogers County Metropolitan Area Planning Commission or its Staff of such Agency, Subdivision or Department as it may designate (The "Commission").

B. Areas covered with grass within the drainage easement shall be mowed in season at regular intervals be the owner of said Lot.

C. No fence, wall, planting, building, or other obstruction may be placed or maintained within the drainage easement without the written approval of the Commission.

D. Maintenance of the drainage easement shall be the responsibility of the lot owners, except that the County Commissioners, its employees or agents, at their direction, have the right to enter upon said easements for the purpose of improving and/or maintaining the same. There will be no compensation for such actions.

14. Mailboxes. Mailboxes shall be enclosed in brick or stone columns.

15. Fences. No fences shall be closer to the street than the front of the house.

16. Sanitary Disposal. Sewage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Department of Environmental Quality. Each lot owner shall be responsible for maintenance of the septic system serving the lot. The area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines. No outside toilets shall be allowed in PINE MEADOWS and all sanitary arrangements must comply with local and state health requirements.

17. Enforcement. Enforcement to restrain or to recover damages for violation of the covenants may be brought to the Developer or an owner of any lot within PINE MEADOWS, whether acting jointly or severally.

18. Approval of Plans. For the purpose of further insuring the development of PINE MEADOWS as an area of high standards, the Developer reserves the right to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer deems necessary and proper.

19. Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in PINE MEADOWS shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought by the Developer to enforce any provision hereof, the Developer, if the prevailing party, shall be entitled to an award of attorney's fees to be taxed as costs.

20. No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

21. Severability. Invalidity of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

22. Binding Effect: Amendments. These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of PINE MEADOWS, which amendment shall be effective upon recording in the records of the Rogers County Clerk. The Developer reserves the right in its sole discretion and without joinder of any owner at any time to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged and filed in the office of the County Clerk of Rogers County Oklahoma.

23. Homeowners' Association. A homeowners association shall be established to maintain the detention area and for such other purposes as shall be deemed advisable. Owners of any lot within said subdivision shall by purchasing a lot, become a member of the PINE MEADOWS ASSOCIATION. Membership therein shall be thereafter appurtenant to the ownership of said lot. One cannot be transferred without the other. Assessments shall be made on a per lot basis. Membership in the Association shall be subject to assessments to be set by the membership. Such assessments shall be a lien on the lot assessed, but shall be subordinate to any first mortgage. All lawful acts, if any, of PINE MEADOWS ASSOCIATION, made under and pursuant to its Certificate of Incorporation and By-Laws shall be binding upon the lots contained in PINE MEADOWS and the owners thereof.

IN WITNESS WHEREOF, Chris Johns managing member of PINE MEADOWS INC. owners of PINE MEADOWS platted hereon, hereby approve the foregoing deed of dedication, conditions and covenants 5th day of Sept, 2003.

ATTEST: 
Chris Johns (Manager)


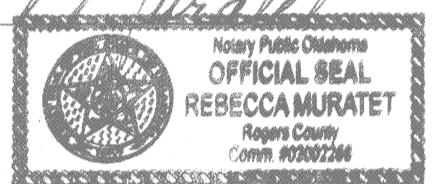
STATE OF OKLAHOMA)
) SS
COUNTY OF ROGERS)

Before me the undersigned, a Notary Public in and For said County and State on this 5th day of September, 2003, personally appeared Chris Johns to me known to be the identical person who subscribed the name and maker thereof 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.

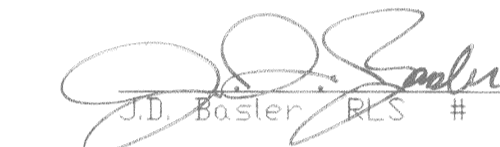
Given under my hand and seal the day and year last above written.

My Commission Expires:

2-7-07

SURVEYOR'S CERTIFICATE
I, J.D. Basler, do hereby certify on this 5th day of September, 2003, that I am by profession a Registered Land Surveyor in the State of Oklahoma and that this Plat of PINE MEADOWS represents a survey made under my supervision and that all monuments shown thereon actually exist and their positions are correctly shown.

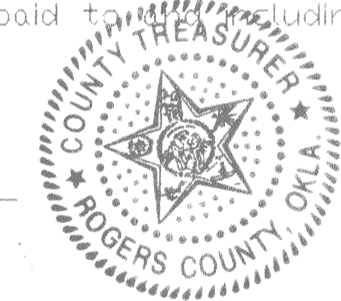

J.D. Basler, RLS # 61 - Surveyor



CERTIFICATE OF COUNTY TREASURER
I, Carlynn, County Treasurer of Rogers County, Oklahoma, do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to date including 2003.

Dated this 5 day of Sept, 2003.


County Treasurer



CITY OF CLAREMORE ROGERS COUNTY METROPOLITAN PLANNING COMMISSION APPROVAL

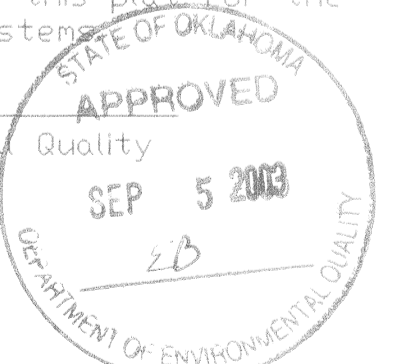
I, D.R. GRAY, Chairperson of the City of Claremore/Rogers County Metropolitan Area Planning Commission, do hereby certify that said Commission duly approved the plat of PINE MEADOWS on this 7th day of Sept, 2003.


Chairperson

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

I certify that I have approved the application and plan for a plat of a residential development which is on file at the Claremore office of the Department of Environmental Quality, and hereby approve this plat for the use of community water systems and individual sewage systems.

Date: 9/5/03 Signed: Eric Bealy
Department of Environmental Quality




ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of Rogers County, Oklahoma, that the dedication shown on the attached plat of PINE MEADOWS is hereby accepted.

Adopted by the Board of County Commissioners of Rogers County, Oklahoma, this 15th day of September, 2003.

Roads herein contained will be maintained by ROGERS COUNTY.


County Clerk


Rogers County Commissioner