

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
THE MEDEIROS ADDITION, PART OF THE N 1/2 of Section 29, T15N, R20E of
the IB&M MUSKOGEE COUNTY, OKLAHOMA,**

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, John M. Medeiros and Jann Ray Medeiros, Raegan Michelle Medeiros and Jason Michael Medeiros, hereby certify that they are the Owners of and the only person or persons, corporation or corporations, having any right, title or interest in and to the lands described as follows, to wit:

THE MEDEIROS ADDITION, part of the N 1/2 of Section 29, T15N, R20E of the IB&M, Muskogee County, Oklahoma.

They further certify that they have caused said tract of land to be surveyed into lots and streets and have caused a plat to be made of said tract, showing accurate dimensions of lots, designating said tract of land as THE MEDEIROS ADDITION, and hereby dedicate to public use all the streets within the addition and reserves for installation and maintenance of utilities the utility easements as shown on the plat of THE MEDEIROS ADDITION, all lands so dedicated to public use are free and clear of all encumbrances.

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 itself or its successors in title to the addition of said tract, it hereby imposes the following restrictions and reservations to which it shall be incumbent upon its successors to adhere.

The owners of THE MEDEIROS ADDITION reserve the right to add additional Lots as they see fit.

COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING THE MEDEIROS ADDITION a residential development located in Muskogee County, Oklahoma. All homestead (lots) being offered in this development are intended for use as single-family residences, and the rules, conditions, and restrictions surrounding the use of this land are enforced by a duly formed Building Committee.

GENERAL PROVISIONS

- Section 1. No lot shall be split or otherwise reduced. Individual septic systems, constructed wet lands, on each lot will be utilized as the means of sewage disposal and must be approved by the Oklahoma Department of Environmental Quality. No lagoon will be permitted.
- Section 2. Water line is to be dedicated to Rural Water District #4, Muskogee County; water line is wholly contained in either the addition right-of-way (ROW) or a dedicated utility easement.
- Section 3. Utility service lines shall, where ever possible, shall be installed entirely underground from each residence to the existing common lines or connections.

- Section 4. A twenty-two (22) foot wide single bituminous road within a fifty (50) foot addition right-of-way is to be maintained by the property owner until accepted by Muskogee County.
- Section 5. No driveway access to East River Road, Muskogee County, OK is permitted.
- Section 6. Setback for all lots are to be: Fifty (50) foot setback facing designated Addition road/street. Thirty (30) foot setbacks side & rear.

BUILDING COMMITTEE

- Section 1. No structure shall be erected or altered on any lot(s) in this addition until the building plans, specifications, including roofing, and plat showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the addition, and as to location of the building with respect to topography and finished grade elevation by THE MEDEIROS ADDITION Building Committee, composed of John M. Medeiros, Jann Ray Medeiros, and Raegan Michelle Medeiros or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining members shall have full authority to designate a successor. In the event said Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after said plans and application will be considered disapproved.
- Section 2. If any Structure is commenced, modified or erected upon any Lot in violation of Building Committee Section 1. of this article and/or without required approval, upon written notice from the Building Committee any such Structure commenced, modified or erected shall be removed or re-altered by the owner or resident at his expense and/or previous conditions restored as to extinguish such violation.
- Section 3. The Building Committee is hereby granted the right to waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Building Committee.
- Section 4. The Building Committee shall not be liable for damages to anyone who has submitted plans for approval or to any owner or resident by reason of mistake in judgement or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plan. Likewise, anyone submitting plans agrees that he or it will not bring any action or suit to recover any such damages against the Building Committee.
- Section 5. THE MEDEIROS ADDITION is a residential development located in

Muskogee County, Oklahoma. All homesteads (lots) being offered in this development are for use as single-family residences.

No homestead may be divided and no part of any such property may be used for any purposes other than as first-class private residence. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, not to exceed three (3) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles, or covered carport for not less than two (2) and not more than four (4) automobiles, and other outbuildings incidental to residential use of the plat. All dwellings must be wholly constructed on-site. No mobile homes, modular homes, or structures moved from other locations will be permitted, either permanently or temporarily.

- Section 6. No structure including but not limited to; outbuilding, storage shed, trailer, tent, barn, shop or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at any time as a residence without the prior written consent of the Building Committee.
- Section 7. No main residential building shall ever be erected, placed or constructed on any lot or building site in this addition unless at least seventy percent (70%) of the first-floor exterior walls thereof be of brick, brick veneer, stone veneer or stucco. Roofs except with prior approval must be of tile or acceptable fiberglass shingles.
- Section 8. All main structure dwellings shall be not less than 2,400 square feet. In computing the square footage of floor space of a residence, the basement, open porches, carports and garages shall be excluded.
- Section 9. No fence, building, garage or enclosure of any type or nature whatsoever shall be constructed, erected, placed, or maintained forward of the front building limit. However, it is not the intention of this paragraph to exclude the use of trees, evergreens or other shrubbery to landscape front yards.
- Section 10. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. 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.
- Section 11. Drainage gutters, downspouts, and/or other conveyances for similar use will be installed on all residences.
- Section 12. All small drainage channels, emergency overflow and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility companies, shall be the property owner's responsibility. Drainage, stormwater and/or excess water may not be diverted to another property without written consent of the adjacent property owner and the building committee.

- Section 13. A rear entry or side-entry garage for not less than two (2) cars or more than four (4) cars is required. Carports are allowed only if attached to garages. No garage or carport may open on to any street or county road. A covered drive-through is permitted only if attached to the front entrance of the dwelling and accessed by a circle drive. The covered drive-through must be not less than twenty-four feet in width and twenty-four feet in depth and shall correspond in style and architecture to that which it is appurtenant. The type of roof will be the same as the residence on the Lot. Garage door and carport colors must adhere to the architectural color of the residence.
- Section 14. Driveways must be constructed of concrete, asphalt, or other approved materials.
- Section 15. Driveways must adhere to Muskogee County specifications.
- Section 16. Air conditioning equipment may not be installed in front of any residence or to the side of the residence adjacent to the street or county road. No window units are permitted.
- Section 17. One storage building allowed per dwelling. Storage building design and location requires specific written approval of the Building Committee.
- Section 18. Propane tanks for home heating will be located in the rear of the Homestead. Each tank will be set upon a concrete slab and hidden from view by either a fence, shrubs or other protective enclosure.
- Section 19. Fences located on homesteads must be approved by building committee.
- Section 20. The keeping of any poultry, horses, cattle, sheep or other livestock of any kind or character is prohibited. No animal shall be kept within the real estate development except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pet house may be kept forward of the rear corner of the dwelling or setback line on each lot. No staked animals are permitted.
- Section 21. Except for the temporary parking of guests, street parking is restricted. No automobiles, trucks, boats, boat trailers, motor homes, tractors, campers or recreational vehicles, may be parked on the streets. Outside storage for all vehicles is limited to backyards. Any vehicle containing flammable or explosive cargo is prohibited on the development, with the exception of commercial trucks used exclusively for the delivery of home heating fuel. These trucks are only allowed for that brief period of time as is required to deliver fuel to a specific dwelling. Commercial vehicles above 12,000 pounds are prohibited without written authorization of the Building Committee. Any vehicle in the process of being repaired or otherwise presently inoperable shall be stored or parked behind the rear corner of the dwelling and out of view of the adjoining property and street. Parking on lawns is

prohibited.

- Section 22. Vegetable gardens must be located behind the front building lines.
- Section 23. Outdoor clothes lines will not be allowed unless hidden from view by a hedge or other protective enclosure.
- Section 24. Sports equipment will not be allowed unless hidden from view by a hedge or other protective enclosure. Basketball goals are allowed in driveways.
- Section 25. Fire Pits, Swimming Pools, Hot Tubs and Jacuzzis must be located at the rear of the Homestead and must be obstructed from view by a fence of at least six foot in height.
- Section 26. The storage of trash, ashes, or other refuse, except in normal receptacles is prohibited. Further, no trash, garbage cans or receptacles of any kind shall be left in sight except on days so designated for collection. All garbage cans, equipment or storage piles shall be located so as not to be visible from neighboring property. No trash, ashes or other refuse may be thrown, placed or dumped on any vacant lot in the development.
- Section 27. Signs on any homestead are prohibited, with the exception of one (1) "For Sale" sign, no larger than six (6) square feet: two (2) builder advertising signs or the developer's sale and advertising signs. All builders' signs must be removed within thirty (30) days of the completion of the dwelling. Candidate or proposition signs are permitted, as provided by law.
- Section 28. No elevated tanks of any kind shall be erected, placed or permitted on any lot.
- Section 29. No communication receiver or transmitting equipment on any Homestead, which interferes with the television reception of any other Homestead, is allowed. Satellite receivers may be constructed and maintained in a manner satisfactory to the development.
- Section 30. Off-road vehicles, including motorcycles, minibikes and 4-wheelers, are restricted for use on driveways, or with Owner's permission, on that Owner's property. Appropriate mufflers will be required.
- Section 31. Hunting is strictly prohibited. No discharging of any firearms will be permitted at any time.
- Section 32. The owner of each Lot shall keep his/her Lot and all improvements thereon, in good order and repair, including but not limited to: Mowing of all lawns and yards, flowerbeds clean and neat, trees and shrubbery pruned and cut and maintain appropriate external care of all buildings and structures on the Lot. The above frequency as is consistent with good property management and maintenance.

- Section 33. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2045, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty-six percent (66%) of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.
- Section 34. As determined by the Building Committee, certain common expenses for the operation and/or improvement of THE MEDEIROS ADDITION as a whole, will be shared by all Lot Owners, on a pro rata basis. These may include - but are not limited to - security, liability insurance, street and street right-of-way maintenance, and/or landscaping for the entry(s). The assessment requires a majority vote of the lot owners.
- Section 35. If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit.

By:

John Michael Medeiros

Jann Ray Medeiros

Jason M. Medeiros

Raegan Michelle Medeiros

STATE OF OKLAHOMA)
ss)
COUNTY OF MUSKOGEE)

The foregoing instrument was acknowledged before me this _____ day of 20_____.

(Seal)

Notary Public

My Commission Expires: _____ My Commission Number: _____