

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE MEADOWS ON LONGTOWN CREEK

A SUBDIVISION OF THE NE/4 OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 17 EAST
PITTSBURG COUNTY, OKLAHOMA.

The R & O Trading Company, L.L.C., hereinafter referred to as "Developer" does hereby certify, that except as to outstanding mineral interest, it is the owner and the only entity to have any right, title or interest in the land shown and described on The Meadows on Longtown Creek Plat, a subdivision, filed in Book/Folio, page 108-A, in the Pittsburgh County Clerk's office more particularly described as follows, to wit:

A tract of land situated in the W/2 of the E/2 of the SW/4 of the NE/4 of Section 29, Township 9 North, Range 17 East, of the I.B.M., Pittsburg County, Oklahoma, better described as follows: Beginning at the NE corner of said W/2 of the E/2 of the SW/4 of the NE/4; thence S 00 degrees 18 minutes 53 seconds E along Corps Of Engineers Boundary line a distance of 990.09 feet; thence S 44 degrees 52 minutes 04 seconds W along Corps Of Engineers Boundary line a distance of 465.83 feet; thence N 00 degrees 20 minutes 10 seconds W a distance of 1320.38 feet; thence S 89 degrees 58 minutes 36 seconds E a distance of 330.94 feet to the Point of Beginning. Said tract containing 8.77 acres, more or less.

That said plat is a correct survey of said property made with consent of the Developer and said Developer hereby dedicates solely to the private use of The Meadows on Long Town Creek Lot owners and their guests, all of the streets and easements, shown on said plat, including the walkway and cart path easement between Lots Five (5) and Six (6) which is for the exclusive use of the Meadows on Longtown Creek Lot owners and their guests. Said Developer hereby guarantees clear title to the lands so dedicated from itself, heirs, and assigns forever and have caused same to be released from all encumbrances, except all of the oil, gas and other minerals which are hereby reserved and subject to all rights acquired therein by the United States of America.

For the purpose of providing an orderly development of all the lots included in the above described property, and for the further purpose of providing adequate protective covenants for the benefit of the owners and their successors in title, Developer does hereby impose the following restrictions and reservations on all of the above described property, to which it shall be incumbent upon its successors in title to adhere and any person(s), corporation(s), or entity(s), hereafter becoming owner(s), either directly or through subsequent transfers, or in any manner whatsoever, of any lot or lots included in The Meadows on Longtown Creek, shall take, hold and convey same subject to the following restrictions and reservations to wit:

1. The above described property shall be restricted to single family dwellings and only one dwelling shall be allowed on each lot. Construction shall begin within one (1) year from date of closing, and be completed within fifteen (15) months.
2. All homes located on Lot One (1) through Lot Ten (10) shall have a minimum of sixteen hundred (1600) square feet of floor space, exclusive of patios, porches or garages.
3. All builders, contractors and sub-contractors must be approved by written permit by the Developer or its successors or assigns, before said builders, contractors and sub-contractors are allowed to begin construction on any dwelling.

4. No structure shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such improvement have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision; and as to location of the building with respect to topography, natural drainage and finished grade elevations and to property and building set back lines, by a committee composed of Jim Rowe and Shawn O'Brien or their designated representatives. In the event of the death, resignation, or unavailability, of any member, the remaining authorized representatives shall have full authority to approve or disapprove of such design. If the aforesaid committee or their authorized representatives fail to approve or disapprove such design or location within (30) thirty days after plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. The aforesaid committees or their authorized representatives shall act and serve until January 1, 2016, at which time the Board of Directors of The Meadows on Longtown Creek Homeowners Association shall have all of the powers, subject to the same limitations, as were previously delegated herein to the above committee. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed to this covenant.
5. All material used on the exterior of each dwelling shall be new and shall be of brick, stone, rock, concrete or siding. Siding can be no more than 10% of the outside surface of the structure. Mailboxes must be constructed of masonry materials compatible with the dwelling.
6. No new or used buildings or structure of any sort may be moved onto and/or placed on any Lot under any condition. No storage building, travel trailer, house trailer, motorcoach or recreational vehicle, mobile home, tent, shack or out building shall be placed or stored on any Lot, or used as a dwelling, either temporary or permanent. Motorcoaches, recreational vehicles, or 5th wheel travel trailers may be parked on individual tracts on a temporary basis during construction of the dwelling, after receiving approval from the Developer.
7. No business, trade, or commercial activity shall be carried on at any time upon any Lot, with the exception of internet business not creating additional traffic by way of customer visits.
8. No residential structure or building of any kind shall be located nearer to the front lot line than thirty (30) feet, with the exception of Lot 1, or nearer to the side lot than five (5) feet, or nearer to the rear lot line than twenty (20) feet, when this line is the common boundary between Lots. Developer reserves the right to grant an exception to this setback on any lot if a compelling reason exists to do so and the granting of the exception will not adversely affect any adjoining lot or easement.
9. No contractor or other advertising signs shall be left on the property longer than ten days after the property is occupied.
10. No fences may be placed on any Lot.

11. No detached garage shall be constructed on any Lot.
12. No debris, trash, rubbish, garbage, junk, or other waste, or immobilized vehicles shall be allowed to remain on any Lot. Burning of debris or household trash is prohibited, other than brush. Each Lot owner shall keep all shrubs, trees, grass and plantings of any kind neatly trimmed, properly cultivated, and in presentable condition, or the Association may, at its discretion, mow such lot, trim trees, remove trash and/or refuse, and if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as provided elsewhere herein with respect to other assessments.
13. No signs may be placed upon any Lot other than to identify the owners thereof or for sale signs which may be no larger than three (3) feet high and two (2) feet wide. No basketball goals may be placed on the front yard or driveway.
14. No outside toilet or privy shall be constructed, placed or maintained on any Lot. Each dwelling constructed on any Lot shall have modern sanitary facilities, and any septic systems shall be constructed and installed in accordance with the regulations of the Oklahoma State Department of Health or other State Agency having jurisdiction.
15. No noxious, offensive, (e.g. loud music), irritating (e.g. barking dogs), unsightly, malodorous, or unhealthy activity or condition shall be carried on, or be permitted to remain, upon any Lot.
16. No outside lighting shall be located on any Lot such that it interferes with any other Lot or Lots. Any outside lighting should be indirect and of low intensity, and should be designed to follow the guidelines of the @International Dark-Sky Association. So-called "security" lights are strictly forbidden. The outside lighting must be approved by the Developer.
17. Developer hereby establishes a lake access easement (cart path), as shown on the plat of The Meadows on Longtown Creek, consisting of three (3.0) feet on the South side of Lot Six (6) and three (3.0) feet on the North side of Lot Five (5) for the private use of The Meadows on Longtown Creek Lot owners and/or their guests only. No vehicles designed for highway use will be allowed on this easement.
18. No roads, whether public or private, may be constructed on any Lot. This restriction is not meant to apply to private driveways serving dwellings located upon any Lot.
19. Propane tanks must be placed underground. All utilities must be placed underground.
20. No animals, including fowls, shall be kept, maintained or raised on the above described property except house pets. There shall be a maximum of two (2) outdoor pets per lot. No house pets may be kept for breeding purposes upon said property. All dogs and cats must be confined to owners tract or accompanied by owner when not confined. Animals shall not be allowed to run at large. No pit bulls or other animals with a vicious history or habits shall be kept in the addition.

21. Trees shall not be cut down unless the tree is dead, or if the tree is located in the building area.
22. No hunting or discharge of firearms is allowed in The Meadows on Longtown Creek.
23. No boat docks or mooring buoys of any kind are permitted along the shoreline adjoining The Meadows on Longtown Creek, except those provided by the Developer.
24. Lot Eleven (11) will be a common storage area for Lot owners in The Meadows on Longtown Creek. The Board of Directors of the Homeowners Association shall establish the rules and regulations for use of Lot Eleven (11).
25. Dwellings shall not be leased or rented without written permission from Developer, or their Successors or Assigns
26. These covenants shall run with the title to each Lot for a period of twenty (20) years and shall be continued from year to year thereafter unless expressly changed by Sixty Five (65) percent of the then Lot owners of The Meadows on Longtown Creek.

BY-LAWS OF THE MEADOWS ON LONGTOWN CREEK HOMEOWNERS ASSOCIATION

ARTICLE I Membership

1. All persons holding legal or equitable title to any lots within The Meadows on Longtown Creek shall automatically be members of The Meadows on Longtown Creek Homeowners Association (the Association) and shall be entitled to cast one vote for each lot owned in all elections or issues voted upon by the Association. Jointly owned lots entitles one of the Joint or co-owners to vote in elections. Written proxies shall be accepted for votes if submitted to the Secretary or Board prior to the call of the roll for a vote.

ARTICLE II Covenant for Maintenance Assessments

1. Establishment of Assessments. Except as herein otherwise expressly provided, the Declarants for each purchaser of any lot, by acceptance of a deed therefore, 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 Association; (1) annual assessments or charges; and (2) Special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Meadows on Longtown Creek, and in particular, for the improvement and maintenance of the streets, services and facilities devoted to this purpose or directly related to the use and enjoyment of the lots within said addition and the facilities of said Association, including, but not limited to, the payment of insurance thereon, repairs, replacements, and additions thereto, for the cost of labor, equipment, materials, management, security and supervision thereof, and utility services.

3. Basis and Maximum of Annual Assessments. The annual assessment shall be \$300.00 per lot. The annual assessment may be increased by vote of the members, as hereinafter provided, but shall always be on an equal basis for each lot in said addition. The Board of Directors of the Association may, after consideration of current costs and future needs of the Association, fix the annual assessment for any year at a lesser amount. Annual assessments shall be on a calendar year basis.

4. Special Assessments of Capital Improvements. In addition to the annual assessments authorized by paragraph three (3) hereof, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Association facilities, including the necessary fixtures and personal property related thereto, and acquisition of additional capital improvements, provided that any such assessment shall have assent of the same number of owners and in the same manner as provided in paragraph five (5) herein below, and shall always be on an equal basis for each lot located in said Addition.

ARTICLE III
Property Subject to this Declaration

1. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject hereto, is all of that land which comprises The Meadows on Longtown Creek, as shown by the attached Plat, herein sometimes referred to as the "Property" or as the "Existing Property".

ARTICLE IV
Service Agent

1. The person to receive service of process in any action relating to the property as authorized by law shall be Brendon Bridges, whose address is 150 West Foley, Eufaula, OK 74432.

ARTICLE V
Membership Meetings

1. There shall be an annual meeting of the membership of The Meadows on Longtown Creek Homeowners Association to elect a Board of Directors the first Saturday in May, beginning in 2015.

2. Notice of the annual meeting shall state the time and place of such meeting and shall be given by mailing to all owners of property in The Meadows on Longtown Creek ten (10) days prior to the time of the meeting.

3. Those present at any meeting shall constitute a quorum.

4. Special meetings may be called by a majority of the Board of Directors or by written petition signed by lot owners who represent 51% of the total number of lots.

ARTICLE VI
Board of Directors

1. The Board of Directors shall consist of three (3) persons to be elected by the general membership at the annual meeting. Board members must be lot owners.

2. Each member of the Board of Directors shall serve for a term of one (1) year or until a new Board is elected.

3. The Board of Directors shall elect the President of the Association from the existing Board the day of the annual meeting.

4. Each Board member shall serve without pay.

5. The Board of Directors shall choose a Secretary and Treasurer for the Association which may be one (1) person, to serve a one (1) year term and may compensate these officers at the discretion of the Board.

6. The Board shall set the policy for maintaining all interior roads and common facilities.

7. Any vacancies on the Board shall be filled by appointment by the remaining Board Members to complete a term.

8. The Board shall have the authority to enter into any necessary contracts to carry out the policy of the Association as set by the Board. Further, the Board shall have the authority to take any actions necessary to enforce any or all of the restrictive covenants contained herein.

ARTICLE VII President

1. The President shall be elected by the Board at the first meeting of the Board of Directors immediately following their election to serve for a term of one (1) year.

2. The President shall carry out the policy of The Meadows on Longtown Creek Homeowners Association as determined by the Board of Directors.

3. The President shall co-sign any disbursements of the Association funds.

4. The President shall call all meetings of the Board of Directors.

ARTICLE VIII Secretary

1. The Secretary shall be selected by the Board and shall serve for a term of one (1) year.

2. The Secretary must be a member of the Association.

3. The Secretary shall keep the minutes of the Board of Directors' meeting and special annual membership meetings.

ARTICLE IX Treasurer

1. The Treasurer shall be selected by the Board and shall serve for a term of one (1) year.

2. The Treasurer must be a member of the Association.

3. The Treasurer shall collect the annual dues, special assessments, and any other income of the Association.

4. The Treasurer shall co-sign any disbursements of the Association funds.

5. The Treasurer and Secretary may be one (1) person.

**ARTICLE X
Amendments**

1. Amendment to these by-laws may only be voted upon at a special meeting of lot owners called for that purpose. A two-thirds vote of the quorum shall be required to amend these by-laws in whole or in part by addition or deletion.

**ARTICLE XI
Enforcement**

1. These conditions and restrictions shall be binding upon all owners of Lots in this subdivision, their heirs and assigns. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the assessed lot to enforce any lien created by these covenants, and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE XII
Severability**

1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event any provision hereof should be judicially determined to be unlawful or void as violating the rule against perpetuities, then such provision shall continue only for the period prescribed by said rule.

No use of said property shall be made in violation of any of the rules and regulations of the US Army Corps of Engineers.

IN WITNESS WHEREOF, Developer caused this instrument to be executed this ____ day of _____, 20__.

R & O Trading Company, L.L.C.

By: _____
James A. Rowe, Manager

By: _____
Shawn O'Brien, Manager

ACKNOWLEDGMENT

Oklahoma Form

STATE OF OKLAHOMA)
) SS
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State on the ____ day of _____, 2014, personally appeared James A. Rowe, Manager and Shawn O'Brien, Manager, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as Managers, and for the purposes therein set forth.

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

Notary Public

Commission Expires:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE MEADOWS ON LONGTOWN CREEK

EXHIBIT "A"

As additional consideration, Buyer(s) agree to begin actual construction of a house on any Lot, in accordance with the aforementioned Restrictive Covenants, within one year from date of closing. In the event Buyer(s) fails to do so, Seller, or their Successors or Assigns, at its option, may re-purchase said Lot from Buyer(s) or their Successors or Assigns by paying Buyers original cost of the Lot(s) plus Buyers closing cost. Seller shall have 30 days from expiration of said one year period to notify Buyer of its desire to re-purchase the Lot. Seller must also tender payment as set forth above within said 30 days. Sellers failure to notify and/or tender payment shall constitute an election not to exercise its option to re-purchase. Notice and tender shall be considered given to Buyer(s) if reduced to writing, and along with certified funds delivered personally to Buyer(s) or deposited in the U.S. mail, certified mail return receipt requested to Buyers address _____

Buyer(s) or Seller may change its address, for notice purposes, by notifying the other party by certified mail return receipt requested at the address provided herein. For notice purposes The R & O Trading Company, LLC, address is 6412 N. Santa Fe, Oklahoma City, Oklahoma 73116-9111. This provision, as well as all others contained in this contract shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

At his option, the seller may allow Buyer(s) to retain ownership of Buyer(s) lot by tendering to Seller certified funds in the amount equal to 10% of the original purchase price. Seller will notify the Buyer(s) in writing, at the above Buyer(s) address.

Buyer's Signature

Seller's Signature

Manager, R & O Trading Company, LLC