

KNOW ALL MEN BY THESE PRESENTS:

That MCM Investments, L.L.C. is the owner of the following described real estate in Cherokee County, State of Oklahoma:

A tract of land located in the NW/4 of the NE/4 of Section 8, T-17-N, R-22-E, Cherokee County, Oklahoma more particularly described as follows:

Beginning at the NE corner of the said NW/4 of the NE/4; thence S-0°07'52"-W along the east line of said NW/4 of the NE/4 a distance of 1322.11 ft. to the SE corner of said NW/4 of the NE/4; thence S-89°55'09"-W along the south line of said NW/4 of the NE/4 a distance of 1317.42 ft. to the SW corner of said NW/4 of the NE/4; thence N-00°10'33"-E along the west line of said NW/4 of the NE/4 distance of 991.83 ft.; thence N-89°54'23"-E a distance of 330.00 ft.; thence N-0°10'31"-E a distance of 57.88 ft.; thence N-89°54'23"-E a distance of 248.75 ft.; thence N-0°10'31"-E a distance 262.12 ft. to the north line of said NW/4 of the NE/4; thence N-89°54'23"-E along the said north line a distance of 737.64 ft. to the point of beginning. This described tract of land contains 35.97 acres more or less.

WHEREAS, the said owners have caused the above described property to be surveyed, platted and staked in conformity with the plat thereon which they hereby adopt as the plot of the above described land as CARRINGTON ESTATES, a subdivision in Cherokee County, Oklahoma.

NOW, THEREFORE, the undersigned owners do hereby dedicate for public use the streets shown on the accompanying plat, and do further dedicate the easements shown on the accompanying plat for the purposes of constructing, maintaining, operating, repairing, removing and replacing any and all telephones, electric lines and transformers, cable television lines, gas and water lines, together with all fittings and equipment with the right of ingress and egress to and upon said easements and rights of way, for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights of way as shown.

THE UNDERSIGNED OWNERS FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ENTIRE TRACT AND FOR THE FURTHER PURPOSE OF INSURING ADEQUATE RESTRICTIONS AND COVENANTS, AND FOR THE MUTUAL BENEFIT OF THE UNDERSIGNED OWNERS THEIR SUCCESSORS AND ASSIGNS, AND THE ADJACENT TRACT OWNERS, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS, LIMITATIONS AND RESERVATIONS WHICH SHALL BE BINDING UPON ALL SUBSEQUENT PURCHASERS.

PROTECTIVE COVENANTS AND RESTRICTIONS:

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 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 than 25 ft. to the front lot line. No dwelling, detached garage or other building shall be located nearer than 5 ft. to a side lot line.
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,

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2. No building shall be located on any lot nearer than 25 ft. to the front lot line. No dwelling, detached garage or other building shall be located nearer than 5 ft. to a side lot line.
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 outbuildings shall be used on any lot at any time a residence, either temporarily or permanently.

5. No recreational vehicle shall be parked in front of the front building or within view from a street, except on a temporary basis for a period of more than 3 consecutive days. No trucks in excess of 1 ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailers, golf carts, boats, or boat trailers or similar vehicles other than passenger automobiles, pickup trucks, and vans with a capacity of 1 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 the 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 no 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.

7. All residences shall be constructed on the plot whereas they face the 25 ft. building set back line, and shall not be built whereby they face the 15 ft. side lot line.

8. All exterior walls of all dwellings, garages, and other buildings shall be at least 35% masonry construction: stone and/or brick. The color of the exterior of such 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 and baby blue will not be used on any 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 5/12, meaning that the slope or pitch must have a vertical rise of not less than 5 inches for each 12 inch horizontal distance.

10. The main floor of the main residence, exclusive of porches and garage, shall not be less than 1275 square feet, and the ground level of not less than 1000 square feet on residences with more than one level.
11. All house plans must be approved by the developers.
12. No metal chain link fences or pens for the purposes of containing hunting dogs will be allowed. Wood privacy fences and coated chain link fencing with wood post and rails shall be allowed. All fences must have front & rear entry access. 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.
13. No clothes lines, drying yards, wood piles, or undriveable vehicles shall be so located as to be visible from the street.
14. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.
15. Mailboxes for a residence should be constructed of brick, stone, stucco, and of the same material as the main residence.
16. 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 8 months after commencement.
17. 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 the 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. Outside storage of building materials, old cars, or other salvage shall not be permitted.
18. All electrical, television, natural gas and telephone service installations will be placed underground. There will be no visible towers installed on any structure. Television satellite dishes are allowed, but must be permanently attached to roof of building, or if on a pole, must be located behind the front side of the house.
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 ensure that proper interior lot drainage will be established whereas the drainage will be designed to flow to the street or established drainage and shall not change the runoff to drain upon, or 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 lots, 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, or plastic vivid colored playground equipment will be placed on any lot in

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23. It shall be the cooperative responsibility of all owners of developed lots within the subdivision to maintain the entry way. 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, the grass landscape, entry and street fixtures, 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 2 of each year in the amount of eighty dollars (\$80.00), or such reasonable amount as may be deemed necessary, per developed lot owned to a committee of three (3) trustees. 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 such utilities. The original trustees shall be Chad Ellis, Mark Martin, and Mike Nelson, 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 a election to replace a current trustee, such elections shall be held within sixty days from receipt by the trustees of a written request signed by five percent of the owner of lots within the subdivision to remove a 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 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.

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

25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other 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.

26. Each owner and occupant of any part shall jointly and severally have 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: prompt removal of all litter, trash, refuse, and waste; lawn mowing and edging; tree and shrub pruning; watering; maintaining exterior lighting and mechanical facilities in good working order; maintaining lawn and landscape alive, free of weeds, and attractive; maintaining parking areas, driveways and walkways in good repair; complying with all governmental, health, and police requirements; repainting of improvements; 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.

27. 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, 2015, 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.

28. 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 violation 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, reasonable attorney fees and court costs incurred in such litigation.

29. Invalidity 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.