

OWNERS CERTIFICATE AND RESTRICTIVE COVENANTS OF HOGAN WEST, A TRACT OF LAND IN SECTION 10, 16N3W

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, the undersigned constitutes the majority of owners of land situated in Hogan West, in the Township of Cedar Valley, Logan County, Oklahoma, which is set out in an unrecorded plat, and which tract is located within the following described tract of real estate, to wit:

A part of the Southeast Quarter (SE1/4) of Section 10, Township 16 North, Range 3 West of the Indian Meridian, Logan County, Oklahoma, more particularly described as follows: Beginning at a point 334.10 feet North 0-20-44 W and 33.00 feet S 89-39-16 W of the SE corner of the SE1/4; Thence N 0-20-44 W and parallel to the east line of said SE1/4 a distance of 1949.10 feet; Thence S 72-57-18 W a distance of 156.60 feet; Thence S 0-20-44 E and parallel to the east line of said SE1/4 a distance of 1904.10 feet; Thence N 89-39-16 E a distance of 150 feet to the point of beginning.

WHEREAS, it is the desire and intention of all of the undersigned owners, of lots 1 through 15 of Hogan West, a tract of land in Cedar Valley East, to impose the following restrictions. The Claude Duffy Martin 1988 Revocable Trust (U/T/A dated 7-18-88, Grantor) and other owners designated herein do hereby adopt, ratify and confirm these protective covenants.

The purpose of the following Restrictive Covenants is to promote property values, provide 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 subdivisions of said tracts. It hereby imposes the following restrictions and reservations which shall be incumbent upon its successors to adhere. These covenants apply to any construction not yet commenced as of this date.

1. All lots within this subdivision shall be known and designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height, and a minimum two car garage attached to the residence. Outbuildings incidental to residential use are not permitted. Exceptions may be approved by the Building 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. The Building Committee shall have the authority to enforce the covenants of record in this tract of land in Cedar Valley East, Logan County, Oklahoma.
2. No structure shall be erected, placed or altered on any building plot in this tract of land until the plans, specifications, and plat plan showing the location of such building has been approved in writing as to conformity and harmony of external design and existing structures in this subdivision, and as to location of the building with respect to topography and finished grade by the Building Committee, or by a representative designated by a majority of the members of said committee. New construction and improvements must conform to current building, electrical, mechanical, plumbing, housing and fire codes. Construction or erection of any structure shall not commence until such time the owner is granted a building permit issued by the Building Committee and all building permit fees have been paid. All fees to be made payable to the Town Treasurer of Cedar Valley. Neither the members of the Building Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

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3. Building permit fees are not required to rebuild structures destroyed by fire or an act of nature (tornadoes, windstorms, etc.) Said structure must be rebuilt within one (1) year; or if not rebuilt, all debris must be removed within six (6) months. If the structure is not rebuilt or debris removed, property will be considered abandoned and subject to clean up and removed by the Town of Cedar Valley at owner's expense. Building permit and fees are not required for interior remodeling and redecorating of any residential property.
4. The exterior of any structure shall be completed within six (6) months from the date that the building permit is issued. An extension may be given by the Building Committee if justified by extenuating circumstances. A building permit expires if construction authorized in the permit is not initiated within six (6) months and a new building permit must be obtained before construction can be initiated. Additional building permits will not be granted if construction authorized under previous permits has not been completed in a timely manner as determined by the Building Committee.
5. No structure shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines. In any event, no structure shall be located on any residential plot nearer than 33 feet to the front lot line or nearer than 25 feet to the rear lot line. The sum of side yards shall be a minimum of 20% of the frontage of said lot at the front building line, and in no event shall the distance between buildings be less than 20 feet. No structure shall be located nearer than 10 feet to a side lot line.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility authority or utility company is responsible.
7. Only modern sewer facilities will be permitted. Septic tanks and/or other waste disposal systems must be constructed and maintained in accordance with the test standards and specifications of the Oklahoma Department of Environmental Quality.
8. The ground floor area of the main structure, exclusive of one story open porch and garage, shall not be less than 1800 square feet. Any structure of more than one story shall have not less than 60% of the square footage on the ground floor, with a combined total of not less than the above square foot requirement.
9. All roofs shall be constructed of optional shingles or ceramic tile. The outside wall structure of the ground floor living area of any residence in the platted area shall be at least 75% brick veneer or stone. Exceptions to these provisions may be granted by the Building Committee only, and all such authorized exceptions shall be in writing.
10. 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. All visible vehicles and equipment shall be in running order. Any abandoned equipment appearing unsightly or offensive must be removed within 90 days.

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11. No structure of a temporary character, motor home, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
12. No fence shall be installed on the front of any lot or the front building set back line. The only fence shall run from the side of the house to the side lot line and then back to the back lot line. No privacy fences. Approved chain link is permitted. The fencing of any vacant lot is prohibited. All fences must be located and constructed so as not to adversely affect the value of adjacent property. Any and all fences must be approved by the Building Committee.
13. 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 purpose. All dogs must be kept either in the owner's home, on a leash or maintained by an adequate fence so as not to run loose.
14. No sign of any kind shall be displayed to the public view on any lot except those advertising the sale of such property or signs used by a builder to advertise the property during the construction and sales period, provided that said signs shall not exceed four square feet in size when posted..
15. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons shall be permitted without the written prior consent of the Building Committee.
16. No commercial vehicles over 2 ½ tons will be allowed to park along this tract of land, unless said vehicle is used in the construction or remodeling of a residence and is parked temporarily.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January, 2015, at which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots, agreeing to change said covenants in whole or in part..
18. The owner or owners of any of the lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth, and may recover necessary attorney's fees incident to said injunction proceedings in addition to all legal action for damages for failure of any other owners of any lot or lots shown on these plats to comply with any of the restrictions herein set forth. An invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. In the event of any breach of covenants, conditions, reservations or restrictions herein contained, delay or omission on the part of any owners of lots in the platted area in exercising any rights, powers or remedies provided for herein, shall not be construed as a waiver thereof or acquiescence therein. No right or action shall accrue, nor shall any action be brought or maintained against the Building Committee or any other person, for failure to bring any action by reason of any breach of these covenants, conditions, reservations or restrictions, or for imposing any restrictions which may be later determined as legally unenforceable.

CLAUDE DUFFY MARTIN 1988 REVOCABLE
TRUST U/T/A dated 7-18-88

Dated this the 28th day of July, 2005

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CLAUDE DUFFY MARTIN, Grantor

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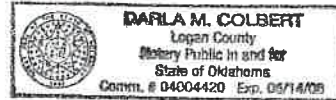
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STATE OF OKLAHOMA)
 :
COUNTY OF LOGAN)

Before me, the undersigned, a notary public in and for said county and state, on this 28th day of May, 2005, personally appeared Claude Duffy Martin, Jerry H. Corteway, John J. Colquitt, Loretta J. Colquitt, Darren J. Harak, Rachelle D. Harak, Johny Brown, Anita K. Trammell, Mike D. Savory, Mary Beth Savory, Philip Wayne Linville, Jr., Robert L. Berryman and Shelley L. Berryman, as makers thereof to the foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and seal the day and year last above written.

Darla M. Colbert
Darla M. Colbert



My commission expires 5-14-08



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John J. Colquitt
Corteway Homes Inc.

John J. Colquitt
John J. Colquitt

Loretta J. Colquitt
Loretta J. Colquitt

Jack N. Emerson

Eula Mae Emerson

Ryan B. Wagner

Karen S. Wagner

Darren J. Harak
Darren J. Harak

Rachelle D. Harak
Rachelle D. Harak

Johnny Brown
Johnny Brown

Ken's Homes, Inc.

Anita K. Trammell
Anita K. Trammell

Claude Duffy Martin
Claude Duffy Martin

Mike D. Savory
Mike D. Savory

Mary Beth Savory
Mary Beth Savory

Philip Wayne Linville, Jr.
Philip Wayne Linville, Jr.

Melea Beth Linville

Robert L. Berryman
Robert L. Berryman

Shelley L. Berryman
Shelley L. Berryman

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