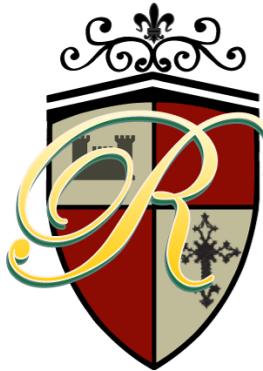




RICHEY  
LAND AND  
DEVELOPMENT



# RICHEY LAND AND DEVELOPMENT

Ginger Richey  
2830 NW 32nd, Suite 201  
Newcastle, Oklahoma 73065  
Office: (405) 387-5222  
Mobile: (405) 623-6417  
[ginger.richey@richeyfinehomes.com](mailto:ginger.richey@richeyfinehomes.com)



## *Richey Land and Development Opportunities*

*R*ichey Land and Development currently has space available for development in three of their neighborhoods. These neighborhoods range from spacious, country lots in **Pond Creek**, to oversized city lots with a country feel in **Farmington**, to upscale European style in **Cornerstone**.

Please read through this informational booklet, and fell free to contact Ginger Richey at (405) 387-5222 for more information.





# CORNERSTONE

*S*et in an exclusive gated addition, Cornerstone is a residential community of 25 spacious properties. Nestled on each property are beautiful homes created with a European Country Style and Elegance.

Those who live in Cornerstone have the advantages of:

- ◆ Wrought Iron Gated Drive and Entry System
- ◆ Privacy Brick Wall around Development
- ◆ Beautifully European Landscaped Entrance
- ◆ Vintage European Lamp Posts and Street Signs
- ◆ Neighborhood Sidewalks and Curbing
- ◆ Home Owners Association
- ◆ Lots \$44,900 - \$48,900 approx. one-half acre lots, MOL

Cornerstone provides a perfect blend of nostalgic European ambiance with modern amenities and technology in a rural setting.

#### DEVELOPMENT UTILITIES:

- ◆ ONG Oklahoma Natural Gas
- ◆ OEC Oklahoma Electrical Coop
- ◆ City of Newcastle Water and Contract Trash Removal
- ◆ Pioneer Cooperative provides for your Phone, optional cable, DSL Internet lines and Security Monitoring

School District: Newcastle Public Schools



# Cornerstone Development

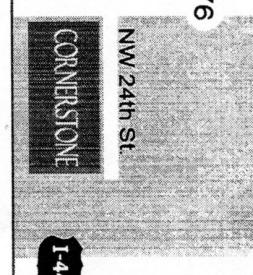
located at NW 24th & HWY 76 in Newcastle, Oklahoma

COLOR KEY  
 Sold  
 For Sale  
 Home Built

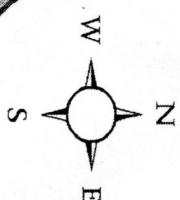
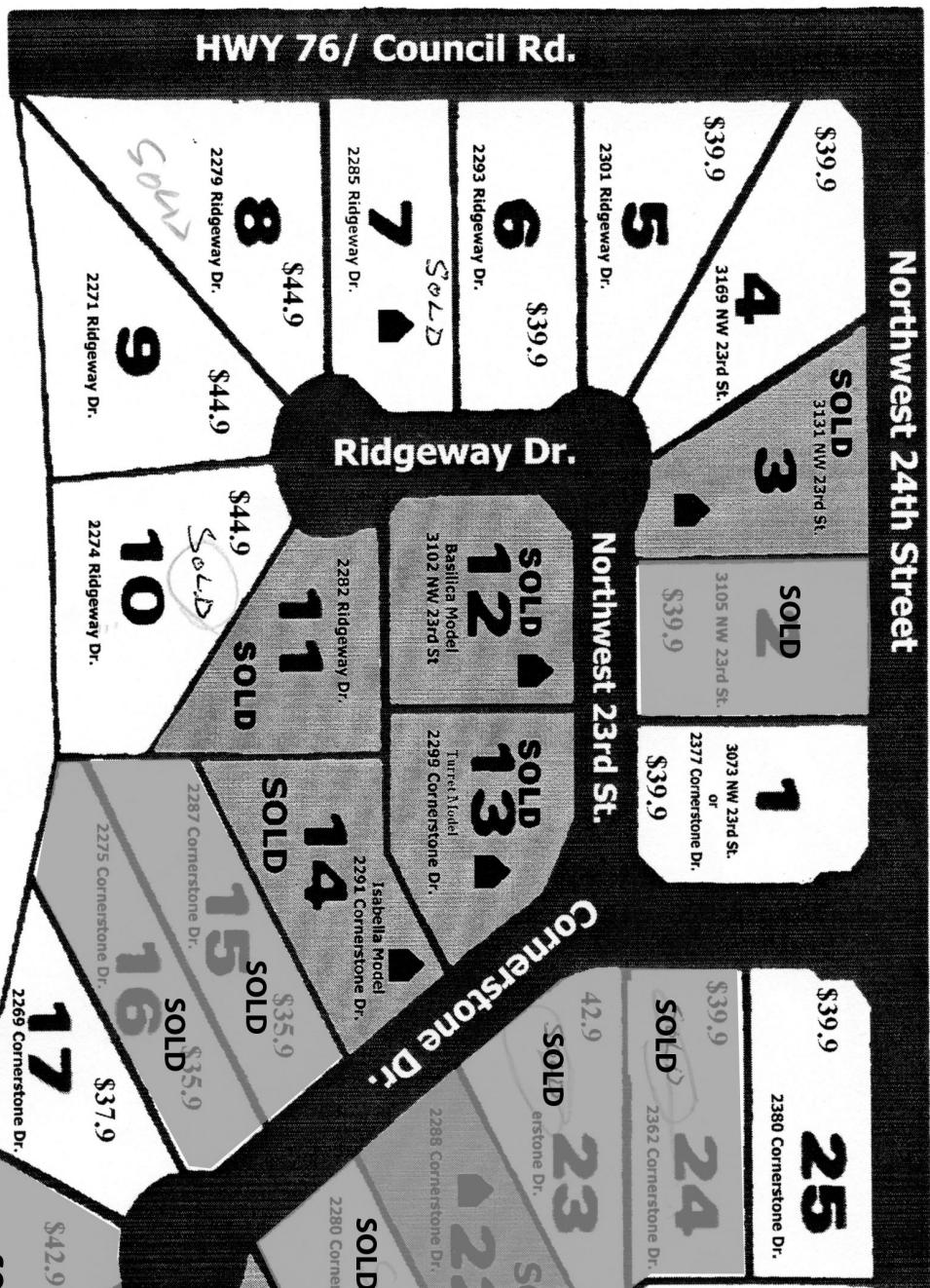
NW 24th & N HWY 76  
Newcastle, Oklahoma

76

NW 24th St.



37



## RICHHEY ENTERPRISES

2830 NW 32nd Street  
Suite 202  
Newcastle, OK 73065

[www.richeyenterprises.net](http://www.richeyenterprises.net)

405-387-5222

[info@richlandparkok.com](mailto:info@richlandparkok.com)



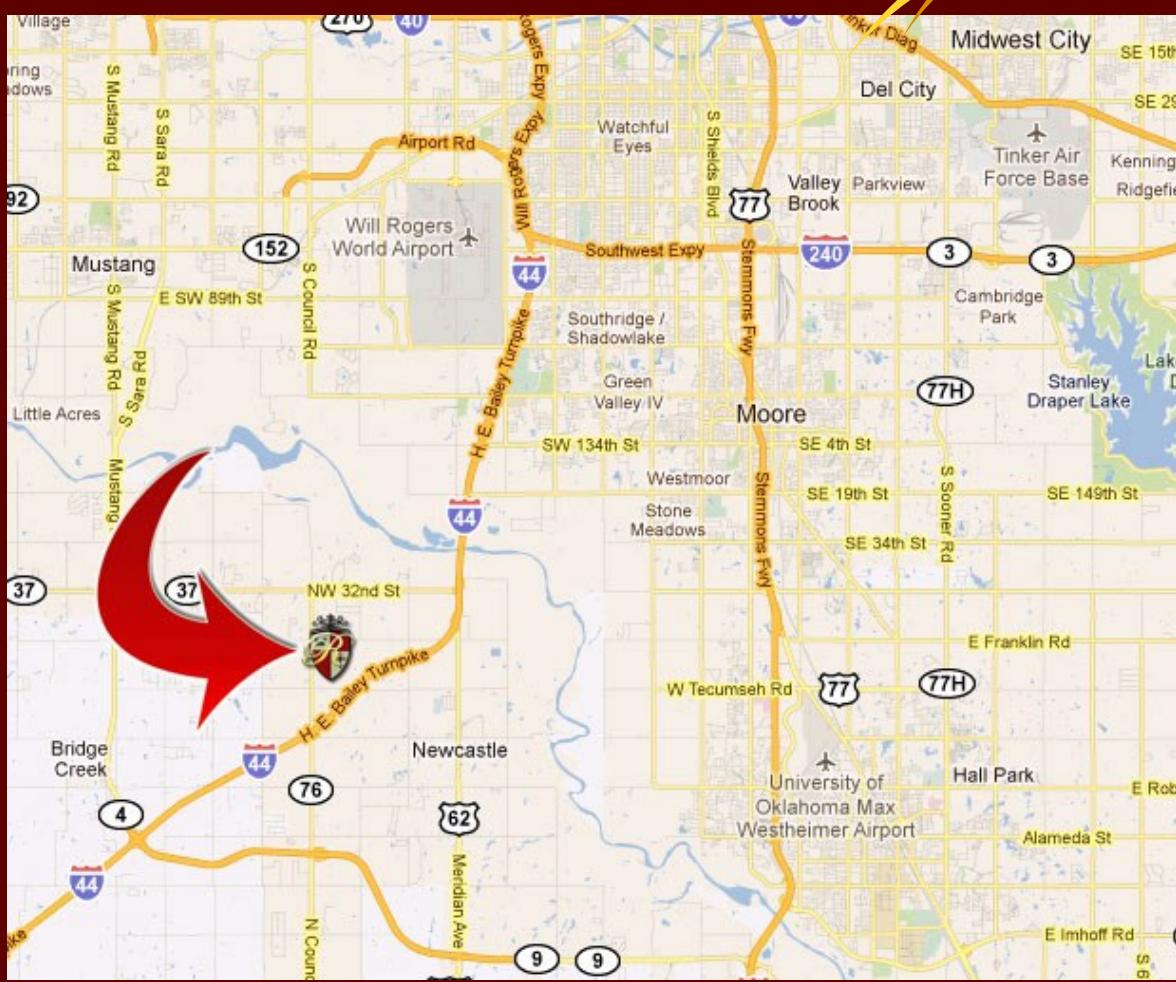
CENTRAL OKLAHOMA  
HOME BUILDERS  
ASSOCIATION



## Directions to Cornerstone

### From Oklahoma City

1. Head south out of Oklahoma City on **Interstate 44 West**.
2. Take exit **108** to merge onto **OK-37 W/NW 32nd St** toward **Tuttle/Minco**
3. Turn left onto **N Council Ave / OK-76**
4. Turn left onto **NW 24th St**
5. Immediately turn right into Cornerstone neighborhoods.



# CORNERSTONE COVENANTS

I-2006-010938 Book 1817 Pg: 162  
11/16/2006 10:04 am Page(s) 162-165  
Fee: \$ 19.00 Doc: \$ 0.00  
Lois Hawkins - McClain County Clerk  
State of Oklahoma



✓ By K.E., Deputy  
Return to: Richland Park

## RICHEY FINE HOMES

RICHLAND PARK LLC \* 2830 NW 32<sup>ND</sup> SUITE 201 NEWCASTLE, OK 73065 (405) 387-5222 FAX (405) 392-2653

AMENDED

### DECLARATION

#### CORNERSTONE HOMEOWNERS ASSOCIATION

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting Cornerstone Addition, located in Newcastle, McClain County, Oklahoma, the Owners and Developer listed below hereby declare that all of the real property in said subdivision and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in said subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Owners and Developer have formed the **Cornerstone Homeowners Association**, a non-profit corporate entity, established pursuant to the General Corporation Act of the State of Oklahoma, formed for the general purpose of owning and maintaining the common areas and enhancing the value, desirability and attractiveness of Cornerstone Addition.

### ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to **Cornerstone Homeowners Association**.

Section 2. "Common Area(s)" shall mean the following:

- a) The brick fence, wrought iron fence, black chain link fence, flower beds and surrounding grass areas outside of fence, and entry gate areas including the automatic gate operators and entry light poles of the addition.
- b) Planting areas along streets within the addition.
- c) Entry Guard House.
- d) All easement areas. This includes both the sidewalks of the development and the exterior easement areas surrounding the addition. See Exhibit "A" plat of Cornerstone highlighted easement areas.

Section 3. "Lot" shall mean any plot of land or part thereof shown on the recorded plat of the Addition.

Section 4. "Maintenance" shall mean the exercise of reasonable care necessary to keep the common areas and the improvements and plantings thereon in good repair and condition, including paying for the utilities provided thereto, and payment of any taxes or insurance thereon. However, all creek areas at the back of lots behind fences are required to be left in a natural state for the sake of privacy.

Section 5. "Member or Owner" shall mean every person or entity who owns a lot in the addition. An entity which holds an interest in any lot for security on an outstanding obligation executed by an Owner shall not be a Member or Owner under this declaration until and unless such entity acquires title through foreclosure or other means to partially or wholly satisfy such obligation.

### ARTICLE II

Membership and Voting Rights

Section 1. Each owner of a lot, by acceptance of a deed, consents that such owner shall be a member of **Cornerstone Homeowners Association** and is subject to all of the terms and conditions as set forth in the Owners Certificate, Dedication, and Restrictions.

Section 2. Each lot within the addition shall have one vote which may be cast by the owner or owners collectively of such lot.

### **ARTICLE III** **Meetings of Members**

Section 1. There shall be an annual meeting of the members of the Association at such place as shall be designated on the first Monday in March of each year at 7:00 p.m.

Section 2. Special Meetings may be held whenever called by the Developer, President of the Board of Directors or a majority of the members of the Board of Directors.

Section 3. Notice of the annual meeting and an agenda of all items to be acted upon at such meeting shall be mailed to all owners not less than 15 days prior to the meeting at the last known address thereof.

Section 4. Notice of any special meeting and an agenda thereof shall be made by phone and mail, not less than five business days prior to the meeting to all owners.

Section 5. At the first Annual Meeting, a Board of Directors shall be elected by vote of the members present or represented by proxy. Three Directors shall be elected for staggered terms of one, two and three years respectively. Thereafter, one Director shall be elected at each annual meeting.

Section 6. At the Annual Meeting, the members shall elect three members of the Architectural Committee or combine such duties with the Board of Directors.

Section 7. In the event of a vacancy on the Board of Directors, the remaining members shall elect a replacement to serve until the next annual meeting. In the event the remaining members can not agree upon a replacement, a Special Meeting of the Owners shall be called to elect such a replacement.

Section 8. The Members shall at least annually, vote on an amount of the annual assessment necessary to pay for the maintenance of the Common Property. Such amount shall not be less than \$240.00 per year. Such amount shall be raised by a majority vote of all Members.

### **ARTICLE IV** **Board of Directors**

Section 1. The business and affairs of the Association shall be managed by the Board of Directors which shall consist of three members.

Section 2. The Board of Directors shall determine a time to hold meetings at least bi-monthly on a regular schedule which shall be mailed to all owners at least annually.

Section 3. The Board of Directors shall elect a President and Secretary.

Section 4. The President shall preside over all meetings.

Section 5. The Secretary shall keep minutes and records of all actions of the Board and the Association.

Section 6. The Board may employ accountants, attorneys and other professionals as are deemed necessary for the furtherance of the Association's business.

Section 7. The Board may authorize the President to obtain counsel to sue or defend the Association.

## **ARTICLE V**

### **Enforcement**

Section 1. The Association, acting through the Board of Directors, shall have authority to compel compliance of all Restrictions by any owner in the same manner as an owner of a lot within the addition.

Section 2. The Association, acting through the Board of Directors, shall have authority to sue any owner of any lot who fails to timely pay any assessment when due.

**Section 3.** The Association, the Board of Directors, shall be entitled to file a lien upon any lot for which any assessment remains unpaid for more than 30 days.

Section 4. Any purchaser of any lot within the addition shall be liable for any unpaid prior assessments as if such purchaser was the owner at the time of the assessment. Nothing herein shall relieve the original owner of liability for such assessment.

**Section 5.** All rights of Enforcement shall be exercised by the Board of Directors and they shall be entitled to all means of enforcement and all remedies afforded by Law in the State of Oklahoma. In the event litigation is filed, the prevailing party shall be entitled to recover its actual and reasonable attorney fees and cost.

Section 6. Any owner who shall fail to pay any assessment within 30 days of its due date shall be subject to a late payment penalty of \$100.00 together with interest on the unpaid assessment and penalty at the rate of 24% per annum until paid.

IN WITNESS WHEREOF, the undersigned Owners and Developer have caused this Instrument to be executed this date, being the 10<sup>th</sup> day of January, 2006.

**State of Oklahoma  
County of McClain**

**Richland Park, L.L.C., Declarant**

Gaylon R. Richey  
Gaylon R. Richey, Manager

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January 2006, by Gaylon R. Richey, Manager of Richland Park, L.L.C., an Oklahoma limited liability company, on behalf of the company.

My Commission Expires:

Seal-



Notary Public

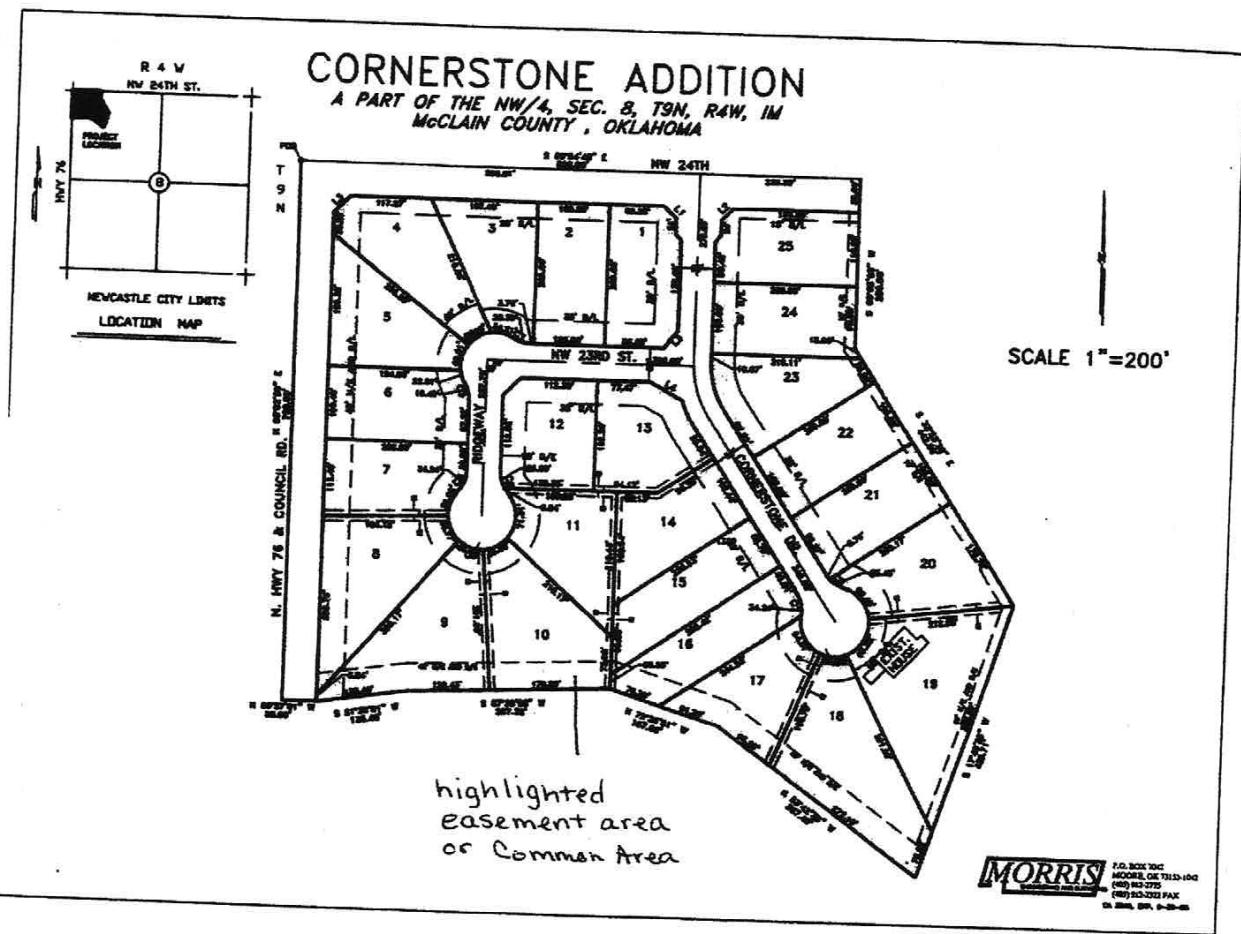
I-2006-010938 Book 1817 Pg: 165  
11/16/2006 10:04 am Page(s) 162-165  
Fee: \$ 19.00 Doc: \$ 0.00  
Lois Hawkins - McClain County Clerk  
State of Oklahoma

**DECLARATION  
CORNERSTONE HOMEOWNERS ASSOCIATION**

**EXHIBIT "A"**

Section 2. "Common Area(s)" shall mean the following:

- a) The brick fence, wrought iron fence, black chain link fence, flower beds and surrounding grass areas outside of fence, and entry gate areas including the automatic gate operators and entry light poles of the addition.
- a) Planting areas along streets within the addition.
- b) Entry Guard House.
- c) All easement areas. This includes both the sidewalks of the development and the exterior easement areas surrounding the addition. See Exhibit "A" plat of Cornerstone highlighted easement areas.





X By ME, Deputy  
X Return to:  
Richland Park LLC

16

# RICHEY FINE HOMES

RICHLAND PARK LLC 2830 NW 32<sup>ND</sup> SUITE 201 NEWCASTLE, OK 73065 (405) 387-5222 FAX (405) 392-2653

AMENDED

## Declaration of Covenants and Restrictions

of

### Cornerstone Addition

an addition to the city of Newcastle, McClain County, Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

That Richland Park, L.L.C., an Oklahoma Limited Liability Company, and Gaye Lynn Talley and Trent M. Richey do hereby certify that they are the owners of the following described property, to-wit:

Lot One (1) through Lot Twenty-five (25), Cornerstone Addition, an addition to the City of Newcastle, McClain County, Oklahoma, located in the Northwest Quarter (NW/4) of Section Eight (8), Township Nine (9) North, Range Four (4) West, McClain County, Oklahoma, according to the recorded plat thereof.

When the word tract or tracts is used hereinafter, it shall have the same meaning and shall refer to a Lot or Lots as the case may be.

For the purpose of providing for the orderly development of all of the above described property and for the purpose of providing adequate restrictive covenants for the benefit of itself and its successors in title, to any portion of the above described property, Richland Park, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as "Developer", joined with Gaye Lynn Talley and Trent M. Richey, owners of Lot 19, Cornerstone Addition, do hereby impose the following restrictions and reservations on all of the above described property to which it shall be incumbent upon the dedicators and their successors in title to adhere, whether acquired directly or through subsequent transfers or in any manner whatsoever, and all of the property of Cornerstone Addition shall be taken, held and conveyed subject to the following restrictions, to-wit:

1. No Building, dwelling, outbuilding, fence or structure of any type or character shall ever be erected, placed, maintained, modified or remodeled upon any portion of any lot until the plans and specifications, including a plot plan showing the location, exterior elevations and materials shall have been submitted to and approved in writing from the Cornerstone Architectural Committee.

2. There is hereby created the "Cornerstone Architectural Committee" which shall consist of a designated representative of Richland Park, L.L.C. for so long as any lot remains undeveloped within the Addition. Upon completion of the last lot to be developed with the addition, the owners of each lot shall elect three separate lot owners to membership on the Cornerstone Architectural Committee. For purposes of such election, each lot shall be entitled to one vote. The three members shall be initially elected for a one, two and three year term. One seat on such committee shall be filled each year for a full three year term thereafter at the annual meeting of property owners as provided below. All decisions of the Architectural Committee shall require a majority vote of the members of the Committee.

3. All lots shall be used as single family residential purposes only. No commercial activity shall occur on or in any lot located within the addition.

4. The Cornerstone Architectural Committee shall not approve any structure, house, fence, outbuilding, or otherwise that does not meet the following minimum requirements:

- a) Minimum square footage of principal residence of 1800 square feet, exclusive of porches, garages and breezeways.
- b) Minimum of two car garage.
- c) Exterior surfaces, exclusive of windows and doors covered by at least 80% rock, brick or stucco. No logos.
- d) No fence shall ever be constructed between the front building line and the front lot line of any lot.
- e) All roofing material upon any structure upon any lot shall at all times be identical in color and material.
- f) No Metal buildings of any type.
- g) Exterior paint color must be approved by architectural committee.

5. The keeping of animals or fowls for breeding or commercial purposes shall not be permitted upon any lot. A Lot Owner may keep domestic pets such as cats or dogs provided that the total number of such domestic pets shall not exceed two dogs per lot and two cats per lot. Any such domestic pets, except for cats, shall be kept indoors or in secure pens or fenced in areas which shall be kept reasonably clean and maintained in accordance with ordinances of the City of Newcastle, Oklahoma. Cats may be allowed to roam free (unless prohibited by the City of Newcastle) provided that they do not become any annoyance or nuisance to other Lot Owners. Dogs shall be maintained in such a manner so as to minimize incessant barking which may become an annoyance or nuisance to adjoining Lot Owners.

6. No boat, trailer, motor home, recreational vehicle or other non-personal transportation vehicle shall be parked on any lot or the adjoining street where same is visible from the street or any adjoining property for more than twelve (12) consecutive hours within any seven (7) day period of time.

7. No inoperable vehicle shall be parked or stored upon any lot outside the confines of the enclosed garage. Further, no motor vehicle which does not display a current registration tag shall be allowed to be parked on any lot outside the confines of the enclosed garage. Motor homes, boats, trailers, or any golf carts will be required to be stored in an enclosed garage.

8. No noxious or offensive trade or activity shall ever be carried on upon any lot or tract within the addition.

9. Each Lot Owner shall keep his Lot in a presentable condition, free and clear of visible trash, debris, junk or other unsightly materials, and shall properly maintain all improvements placed upon any Lot. At least 10,000 sq. ft. of sod is required. Two seven gallon trees and full landscaping will be required in the front yard. Maintaining a well manicured lawn and the upkeep of each property is required and will be the full responsibility of the individual property owners. Specific guidelines for property upkeep and lawn care are subject to the discretion of the Home Owners Association.

10. All Trash Receptacles shall be stored where they are not visible from any street or any adjoining lot except for a period of not to exceed twelve (12) hours before and after the scheduled trash pickup within the addition.

11. No outside clothes drying facility or window-type air conditioner shall be visible from neighboring property.

12. No tree houses, platforms in trees, or other similar structures or equipment, shall be placed in the front yard of any lot. No radio or television antennae, transmitters or satellite dishes shall be erected on any Lot except in the location and subject to a design approved in advance by the Architectural Committee.

13. All mailboxes will be wrought iron with address plates and newspaper holders.

14. **"Cornerstone Homeowners Association".** Every owner of each lot within the addition is required to be a member of the **Cornerstone Homeowners Association**. Such corporation shall be managed by a Board of Directors which shall be appointed by the Developer until at least 75% of the lots within the addition are sold. After 75% of the lots within the addition are sold, three lot owners shall be elected to Board of Directors for three year terms by a vote of the owners of the lots within the addition. The first Board of Directors shall be elected for one, two and three year initial terms. For so long as the Developer owns any lot within the addition, the Developer shall have veto power over any decision of the Board of Directors.

15. There shall be an Annual Meeting of the owners of the lots within Cornerstone Addition which shall be held on the first Monday of March of each year at 7:00 p.m. at a location to be designated. At such meetings, the owners shall have one vote per lot and shall have the following authority, (subject to the limitations previously described during development), to-wit:

- a) Elect members of the Cornerstone Architectural Committee.
- b) Elect members of the Board of Directors of **Cornerstone Homeowners Association**.

16. Each lot within the addition shall be subject to an annual assessment of \$240.00 per year, payable on the first day of March of each year, payable in advance. Upon the first sale of any lot within the addition the purchaser shall pay a pro-rated assessment for such current year. Future annual assessments shall be established by the Board of Directors on or before February 1 of each year in an amount sufficient to pay for the utilities and maintenance of all common property as identified on Exhibit "A" attached hereto.

17. The Annual Assessment shall be an obligation which shall run with the land. The association shall be entitled to a lien upon any lot for which the assessment is not timely paid. Additionally, the obligation to pay the annual assessment is a personal obligation of each owner of each lot within the addition and same shall be enforceable against any owner thereof.

18. It is specifically provided that the lien for the annual assessments shall be junior and inferior to any interest held by any entity holding only a mortgage upon any lot.

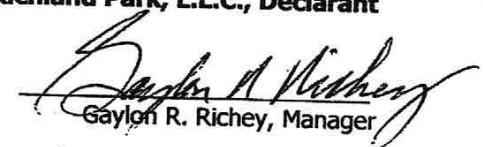
19. These restrictive covenants shall run with the land and be enforceable by any owner of a portion thereof for a period of twenty (20) years from the date of recording and shall be automatically renewed for successive periods of ten (10) years unless revoked by a vote of 100% of the owners of lots within the addition.

20. The successful party to any action to enforce compliance with these restrictive covenants shall be entitled to recover their reasonable attorney fees and costs in addition to other relief.

Dated this 10<sup>th</sup> day of January, 2006.

**Richland Park, L.L.C., Declarant**

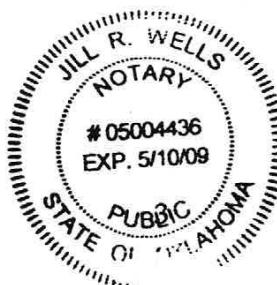
State of Oklahoma  
County of McClain

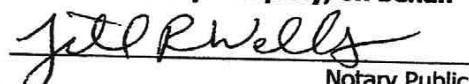
  
Gaylon R. Richey, Manager

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2006, by Gaylon R. Richey, Manager of Richland Park, L.L.C., an Oklahoma limited liability company, on behalf of the company.

My Commission Expires:  
5/10/2009

Seal:



  
Jill R. Wells  
Notary Public

Dated this 10th day of February, 2006.

State of Oklahoma  
County of McClain

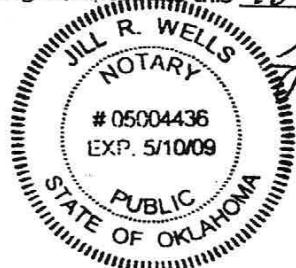
I-2006-010939 Book 1817 Pg: 169  
11/16/2006 10:06 am Page(s) 166-170  
Fee: \$ 21.00 Doc: \$ 0.00  
Lois Hawkins - McClain County Clerk  
State of Oklahoma

  
Trent M. Richey

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2006, by Trent M. Richey.

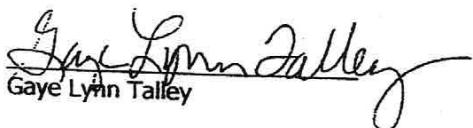
My Commission Expires:  
05/10/2009

Seal:



Notary Public

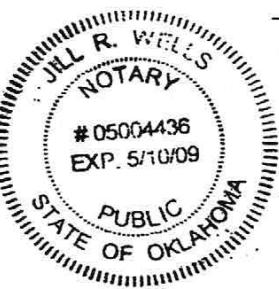
Dated this 10th day of February, 2006.

  
Gaye Lynn Talley

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 2006, by Gaye Lynn Talley.

My Commission Expires:  
05/10/2009

Seal:



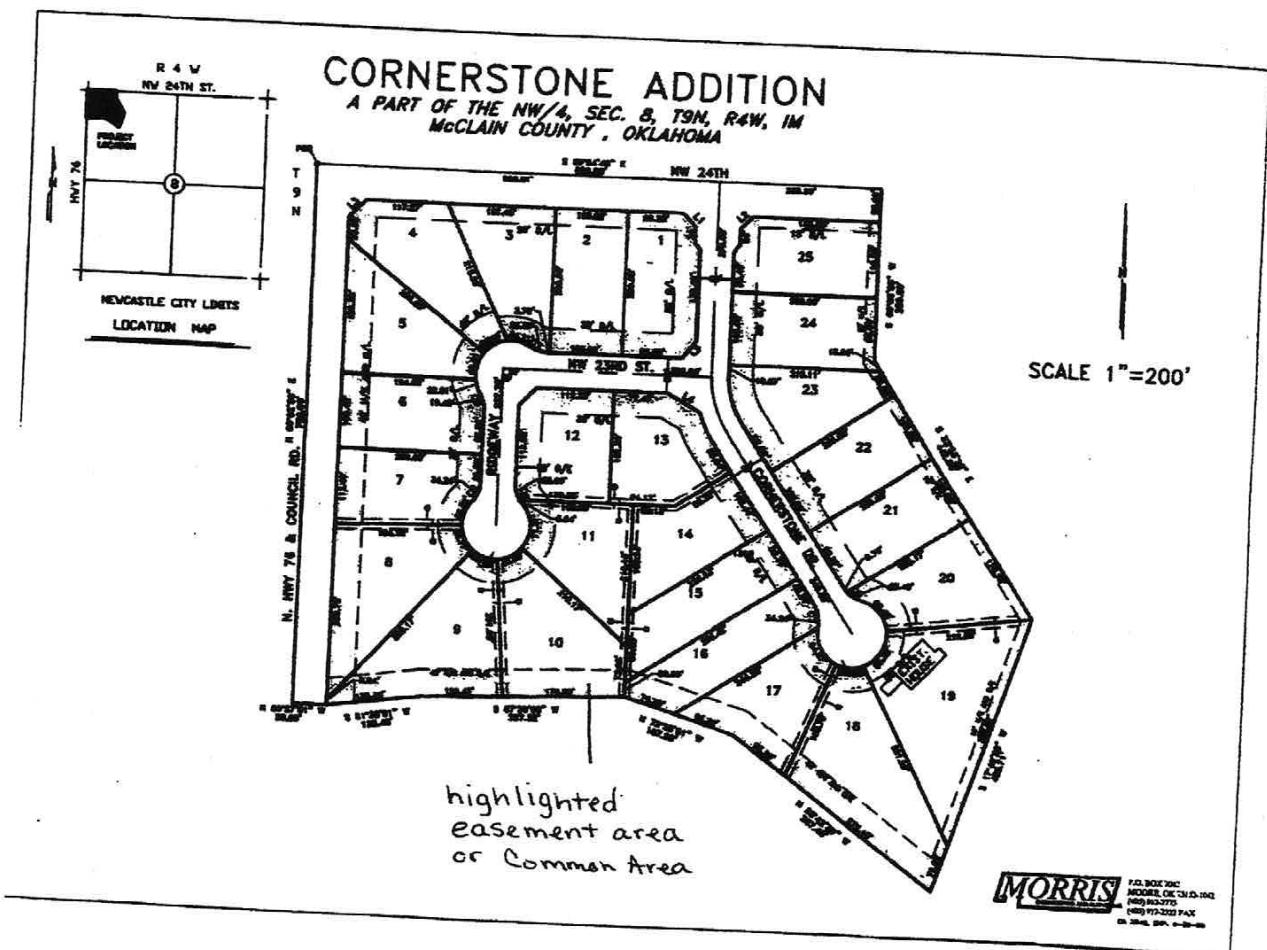
Notary Public

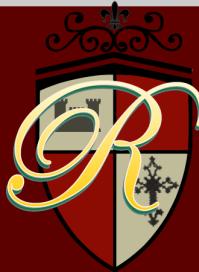
**Declaration of Covenants and Restrictions  
of  
Cornerstone Addition  
an addition to the city of Newcastle, McClain County, Oklahoma**

**EXHIBIT "A"**

"Common Area(s)" shall mean the following:

- a) The brick fence, wrought iron fence, black chain link fence, flower beds and surrounding grass areas outside of fence, and entry gate areas including the automatic gate operators and entry light poles of the addition.
- b) Planting areas along streets within the addition.
- c) Entry Guard House.
- d) All easement areas. This includes both the sidewalks of the development and the exterior easement areas surrounding the addition. See Exhibit "A" plat of Cornerstone highlighted





# FARMINGTON

*W*ith lush pastures and scenic views, Farmington offers beautiful peaceful country living at its best. Creating a true neighborhood community, Farmington is developed with a beautiful landscaped entrance, concrete curbing and sidewalks that create that white picket fence nostalgia. Each lots comes with a white vinyl PVC Privacy Fence and gate.

For Richey Fine Homes and Development, Family is at the center of our values, so we added a Park with a playground, volleyball court and picnic area for spending playtime together.

Those who live in Farmington have the advantages of:

- ◆ Neighborhood Sidewalks and Curbing
- ◆ Neighborhood Park and Playground Area
- ◆ Beautifully Landscaped and Maintained Front Entrance
- ◆ White Privacy PVC Fence and Gate on each Lot
- ◆ Pioneer Cooperative providing optional Phone, cable, DSL Internet lines and security monitoring.
- ◆ OEC Oklahoma Electrical Coop
- ◆ ONG Oklahoma Natural Gas
- ◆ City of Newcastle Water, Waste and Trash removal
- ◆ Home Owners Association
- ◆ Lots \$30,000 includes installed fence with all amenities listed City sized Lots

School District: Newcastle Public Schools

This rural country setting provides the perfect opportunity to join together the sanctuary of rural America with modern amenities, as well as desirable convenient location. Only minutes from Oklahoma City, and Norman, Farmington is a great place to call home.



# Hannington Addition

Being a part of the NE<sup>4</sup> of Sec. 26, T-9-N, R-4-W, I.M. City of Newcastle, McClain County, Oklahoma  
Section |

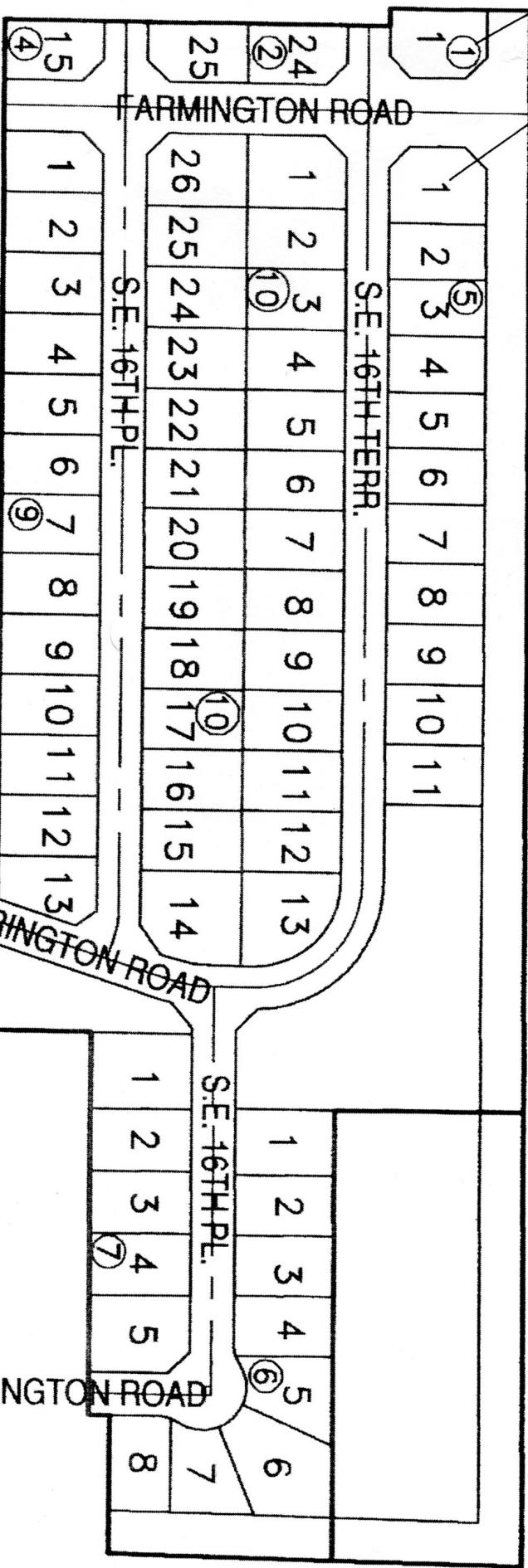
Block Number Lot Number

CEMETERY

Section I

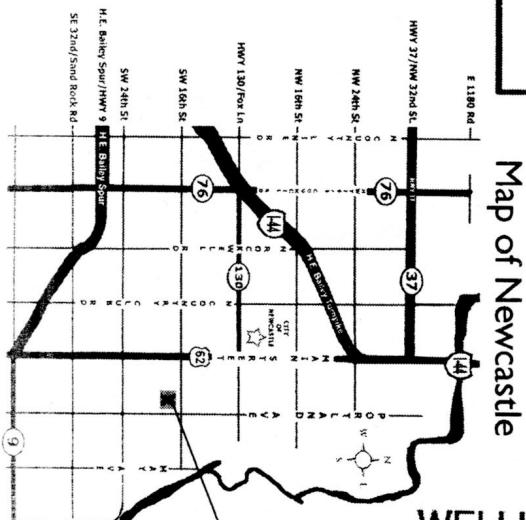
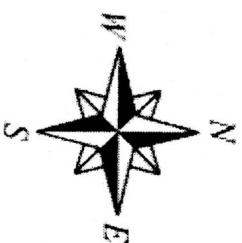
Oklahoma  
Lot addresses

Lot addresses are on the back of this sheet



## Developer's Office:

Richey Enterprises  
**(405) 387-5222**  
2830 NW 32nd St, Ste 202  
Newcastle, OK 73065

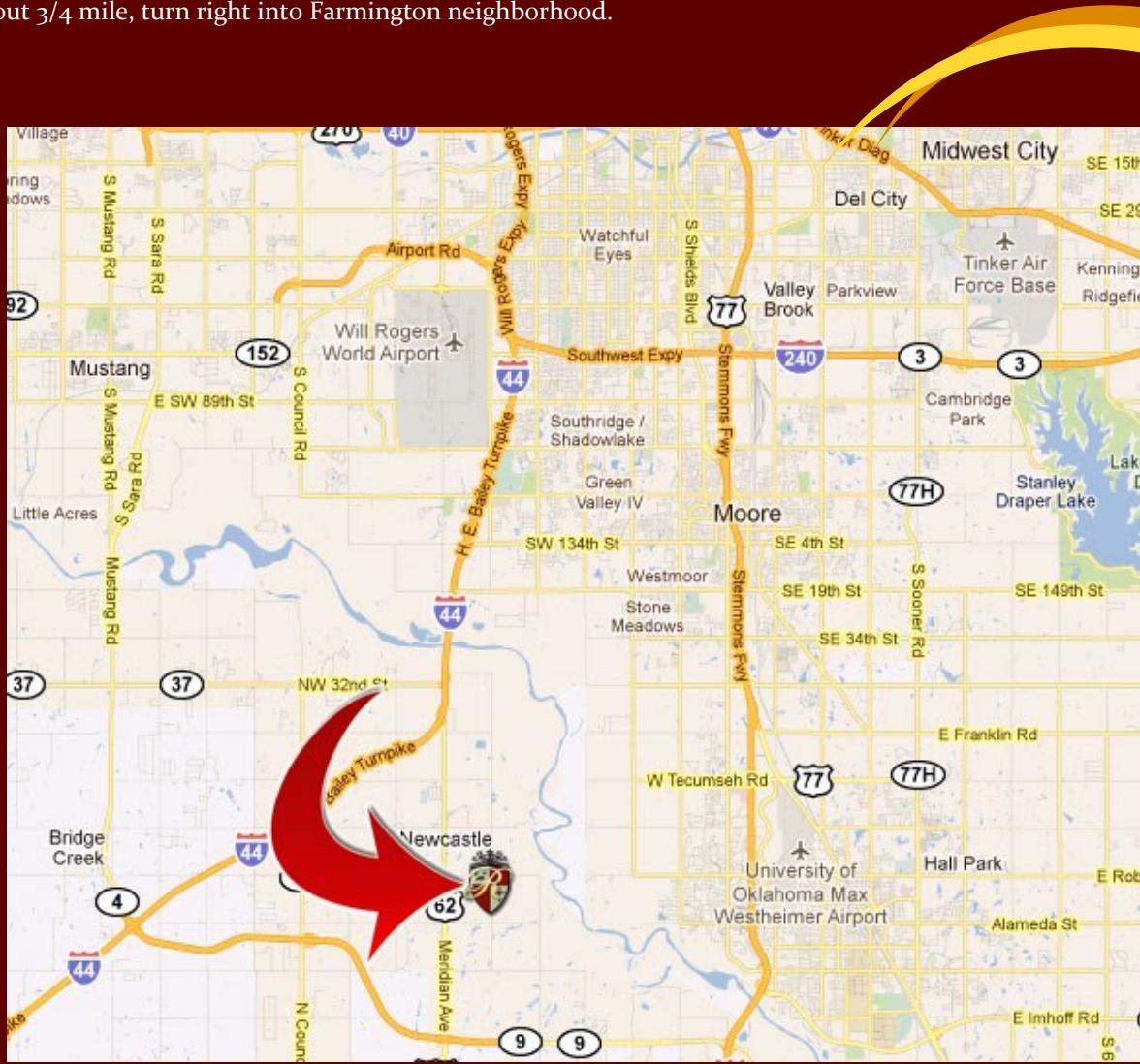




## Directions to Farmington

### From Oklahoma City

1. Head south out of Oklahoma City on **Interstate 44 West**.
2. Take exit **107** to merge onto **US 62 / US 277 toward Newcastle / Blanchard**
3. Turn left SE 16th Street
4. After about 3/4 mile, turn right into Farmington neighborhood.



# PARTIAL FARMINGTON COVENANTS

For Complete Covenants, go  
to [richeyfinehomes.com](http://richeyfinehomes.com) and  
download the complete PDF.

## Exhibit "F"

I-2007-008600 Book 1852 Pg: 285  
08/30/2007 10:12 am Page(s) 212-338  
Fee: \$ 265.00 Doc: \$ 0.00  
Lois Hawkins - McClain County Clerk  
State of Oklahoma

## Design Review Guidelines for Farmington Addition, a residential community

### DISCLAIMER

All plans, dimensions, improvements, amenities, features, uses, specifications, materials and availability depicted herein are subject to change without notice. Any illustrations are for depiction only and may differ from completed improvements.

These Design Review Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these guidelines does not assure approval of any particular designs. Declarant, or DRB as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these guidelines.

These architectural guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Farmington Addition; they do not create any duty to any person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, Farmington Addition Property Owners Association, or the DRB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, or for ensuring that every structure is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other owners of property in Farmington Addition. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use, and hereby disclaims any liability in connection with the use of this information.

## 1. INTRODUCTION

### 1.1 Purpose.

Farmington Addition is a planned community comprising real property within the City of Newcastle, McClain County, State of Oklahoma. The purpose of the Farmington Addition development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review Guidelines (DRG) and Design Review Board (DRB) is to meet the overall Farmington Addition purpose by assisting in the building design process. As a general rule, the DRG and DRB will not dictate any particular architectural style or hinder personal design preferences. The DRG and DRB will strive to maintain an aesthetic flow between the interrelated sections. Traditional design details may be incorporated in the DRG, but any styles that tend to disrupt aesthetic harmony will be discouraged.

### 1.2 Scope.

The Design Review Guidelines and Design Review Board oversight apply to all Modifications, as defined in the Declaration. Modifications include new construction and the alteration of or additions to existing construction.

### 1.3 Amendments.

The Design Review Board may amend, cancel, add to, modify, or otherwise change these Design Review Guidelines from time to time as necessary in the DRB's sole discretion. The DRB shall send notice of any changes by mail to all Owners at least five business days prior to implementation of any new design guideline. Such mailing, or failure thereof, shall not relieve each Owner of their obligation to determine applicable design guidelines prior to making any new construction or Modification.

### 1.4 Compliance with Local Law.

The DRB is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law, or environmental agency compliance.

### 1.5 Limitation of Liability.

The DRB is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The DRB shall bear no liability and is not responsible for workmanship, safety, or quality of new construction or Modification based upon its review and decision of an application.

## 2. DESIGN REVIEW PROCEDURES

### 2.1 Applicability.

The Design Review Guidelines apply to all new construction and Modifications. Other examples include by illustration only antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding.

## **2.2 Design Review Board.**

Oversight of the DRG is vested in the Design Review Board, unless otherwise delegated or assigned to an Architectural Review Committee. The DRB shall consist of at least three and no more than five persons appointed by and serving at the Board's discretion. Members of the DRB may include architects or similar professionals who are not Owners.

The DRB may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and Modifications shall take place in strict compliance with the Declaration, the Design Review Guidelines, and the application and review procedures promulgated by the Design Review Board.

## **2.3 Review Fees.**

The DRB may establish a review fee schedule applicable to the oversight of administering the DRG.

## **2.4 Review Standards.**

As provided in the Governing Documents, the DRB shall approve any new construction or Modification only if it deems, in its discretion, that new construction and Modifications conform to and harmonize with the existing surroundings, residences, landscaping, and structures, and meets the requirements for such new construction and Modifications found in the Governing Documents, Design Review Guidelines, and procedures promulgated by the DRB.

The DRB evaluates all submissions on the merits of the application. Besides evaluation of the particular design proposal, this includes the consideration of the characteristics of the housing type and the individual site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review Guidelines.

## **2.5 Compliance with the Governing Documents.**

All applications are reviewed to confirm that the proposed new construction or Modification is in conformance with the Governing Documents.

## **2.6 Relation to the Natural Environment.**

All applications are reviewed to confirm that the proposed new construction or Modification represents a positive or neutral effect on the surrounding natural environment. For example, fencing materials can have a deleterious effect on the feel of an open environment.

## **2.7 Validity of Concept.**

All applications are reviewed to confirm that the proposed new construction or Modification is sound in concept and appropriate to its surroundings.

## **2.8 Design Compatibility.**

All applications are reviewed to confirm that the proposed new construction or

Modification is compatible with the architectural characteristics of existing structures both on the Unit and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color, and construction details.

#### **2.9 Location and Impact on Neighbors.**

All applications are reviewed to confirm that the proposed new construction or Modification relates favorably to the landscape, the existing structures on the Unit and in the vicinity. Primary issues of concern are access, drainage, sunlight, and ventilation. When new construction or Modification has particular impact upon Units in the vicinity, the DRB may require the applicant to discuss the proposal with Unit Owners in the vicinity prior to the DRB making a decision on the application. The DRB may also require the submittal of comments from Unit Owners in the vicinity.

#### **2.10 Scale.**

All applications are reviewed to confirm that the proposed new construction or Modification relates well to the size, in three dimensions, of existing structures on Units in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Unit in disproportion to structures on Units in the vicinity may be inappropriate.

#### **2.11 Color.**

All applications are reviewed to confirm that the proposed new construction or Modification conforms to the colors represented on the existing structures on the Unit and on Units in the vicinity.

#### **2.12 Materials.**

All applications are reviewed to confirm that the proposed new construction or Modification utilizes materials of the same or compatible nature as were used on existing structures on the Unit or on Units in the vicinity.

#### **2.13 Workmanship.**

All applications are reviewed to confirm that the proposed new construction or Modification would entail workmanship of an equal or better quality than that represented on existing structures on the Unit or on Units in the vicinity.

#### **2.14 Timing.**

All applications are reviewed to confirm that the proposed new construction or Modification may be completed in a timely manner, whether an Owner performs such work themselves or contracts the work to be done.

### **2.A Review Process for New Construction and Modifications.**

Prior to making application to the DRB, Owners are encouraged to meet with a representative of the DRB to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review Guidelines and applicable forms.

Prior to commencing any new construction or Modifications, an Owner shall submit to the DRB an application for approval in such form as the DRB shall require. An acceptable application appears as Exhibit 1 to these Design Review Guidelines. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The DRB, ARC, the Declaration, or the Design Review Guidelines may require the submission of such additional information as may be reasonably necessary to consider any application. For consideration, the application must be received by the DRB before 5:00 p.m. five days prior to the scheduled meeting of the DRB. The DRB will meet on a regular basis as determined by the DRB. Late submissions will not be reviewed until the next meeting of the DRB.

In reviewing each submission, the DRB will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within 30 days after receipt of a completed application and all required information, the DRB shall respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The DRB may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the DRB fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the DRB pursuant to this Section. Any approval inconsistent with the Declaration or the Design Review Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The DRB shall notify Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," in writing within three business days after the DRB has approved any application relating to proposed Modifications unless Declarant waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any property described in Exhibits "A" or "B," shall have 10 days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the DRB and the applicant.

If construction does not commence on a new construction or Modifications project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed Modifications. "Commencement" shall begin upon such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or Modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or Modifications shall be completed within one year after commencement unless otherwise

specified in the notice of approval or unless the DRB grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner.

The DRB, by resolution, may exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of a Unit without approval provided such alterations do not affect the aesthetics of the exterior of the Unit as they appear prior to the alteration. Modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure shall be subject to approval. This Section shall not apply to the activities of Declarant, or to activities of the Association during the Class "B" Control Period.

### **3. CONSTRUCTION GUIDELINES AND PROCEDURES**

#### **3.1 Construction Drawings.**

All proposed new construction or Modification requires DRB review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or Modification, the DRB may require less or more construction drawings for a proper application. Construction drawings include, but are not limited to:

**3.2 Site Plan.** A site plan must be submitted with the application and will include:

- 3.2.1 Site survey** with property lines or a site plan based on the recorded plat;
- 3.2.2 Elevation drawings** showing elevations of the property corners, center of building or existing structures, culvert inlets, edge of roadway and finished floor elevations;
- 3.2.3 Vegetation diagram** showing the location and species of trees 3" in diameter or larger at 48" from the ground;
- 3.2.4 Setback lines;**
- 3.2.5 Building outline** including service yard and front and rear corner of adjacent buildings;
- 3.2.6 Paved area diagram** including drives, parking areas, walks, patios, etc.;
- 3.2.7 Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off;
- 3.2.8 Special features locations**, such as easements, common areas, walls, etc.;
- 3.2.9 Utility elements** and improvements, such as utility meters, etc.

**3.3 Floor Plan.** A floor plan must be submitted that details square footage per level and total and showing the roof outline, entry steps, service yard details such as screening and all other architectural features.

**3.4 Roof Plan.** A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers, and any other pertinent features.

**3.5 Elevation Drawings.** Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, service yard enclosure, screening of meters and equipment and any other pertinent information such as the windscreen for the chimney.

**3.6 Color and Materials Specifications.** Color and materials specification to be used must be identified in the application. If requested by the DRB, samples of both color and materials are to be submitted to the DRB in a form provided by the DRB in their request.

**3.7 Detail Drawings.** Detail drawings must be submitted showing wall sections, service area enclosure details, and other architectural details. A schedule of window types and finish colors would help in the review process.

**3.8 Electric Plan.** An electric plan must be submitted to show the location of the meter setting, locations and specification and fixtures of exterior lighting including security lighting and other electrical equipment for pools, etc.

**3.9 Landscape Plan.** A landscape plan must be submitted to show the general design plan for site landscaping.

**3.10 Grading Plan.** A grading plan must be submitted indicating drainage plan, any proposed grade changes and proposed erosion control devices.

**3.11 Changes After Approval of Final Construction Plans.** Any plans or applications altered in any manner from plans or applications initially reviewed by the DRB shall be resubmitted to the DRB for review.

## **Construction Guidelines.**

### **3.12 GENERAL.**

These Construction Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Farmington Addition. These Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within Farmington Addition. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Farmington Addition's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

### **3.13 GUIDELINES.**

**3.13.1 Site Clearing.** Site clearing or construction on any property within Farmington

Addition is not permitted without first submitting application and obtaining final approval from the DRB.

**3.13.2 Trash Receptacles.** Each building site must have a trash receptacle for construction debris and is to be emptied or removed when full. When and where appropriate and with approval of the DRB, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted inside Farmington Addition and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within 24 hours of notice of such default.

**3.13.3 Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the DRB, contractors may coordinate sharing of portable toilets. In all respects, the DRB will seek to lessen the aesthetic impact and total number of portable toilets in Farmington Addition during construction.

**3.13.4 Nuisances.** No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted.

**3.13.5 No Pets.** Pets are not allowed on building sites.

**3.13.6 Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the DRB, and the owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the DRB.

**3.13.7 Signs.** To minimize visual clutter, the DRB has a job site sign standard to be used on all construction sites. A sign stanchion specification will be provided by DRB. Individual contractors will be responsible for providing a sign stanchion per design specifications. Contact the DRB for placement and coordination.

**3.13.8 Erosion Control.** Each owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the owner. In the event landscaping is delayed to meet optimal planting seasons, owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a DRB acknowledgement of compliance will depend upon compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within 24 hours of notice of such default.

**3.13.9 Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Units, roads, driveways, sidewalks and/or other improvements whether surface or subsurface will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person causing the damage. Upon completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the DRB and repairing streets, driveways, pathways, sidewalks, culverts, ditches, signs, lighting, and fencing, etc.

**3.13.10 Schedule of Assessments for Violations of the Design Review Guidelines for Farmington Addition.** The following is a Schedule of Assessments that will be enforced when a contractor or owner violates the Governing Documents and/or these Design Review Guidelines. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or owner. Assessments will be charges against the Unit and may prevent transfer of the Unit or frustration of construction/permanent financing. Assessments levied by the DRB due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the DRB. The Schedule of Assessments may be amended by the DRB to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 to the DRG.

#### Schedule of Assessments

##### **The Violation**

- Violations of 3.3.2.2 above shall be assessed the actual cost of clean up plus \$100.00.
- Violations of 3.3.2.8 above shall be assessed the actual cost of clean up plus \$100.00.
- Other violations of the Governing Documents, including Design Review Guidelines shall be assessed \$5.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor, and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

##### **Assessment**

## **4. DESIGN STANDARDS**

### **Specific Design Standards**

#### **Camden Series**

**Orientation.** The DRB may require Units to conform to an orientation plan determined and provided by the DRB. Exceptions to the orientation plan may be granted in the sole discretion of the DRB.

**Building size and set back requirements.** The minimum square footage of the Unit shall be no less than 1100 square feet exclusive of basements, open porches, and garages. Front yard and side yard set backs must conform to City ordinance.

**Foundation.** The foundation may be exposed.

**Material.** The principal exterior of the Unit shall be at least 50% masonry. The remaining balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. In no event shall a continuing wall consisting of 35% of the exterior be built of any other material other than masonry.

**Height.** The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the DRB.

**Roofs.** All roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be colored weatherwood (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 to 12 on all surfaces. No aluminum, wood shake, or flat surface roofs shall be approved. Any deviation from the above must receive DRB approval prior to installation.

**Roof Accessories and Equipment.** DRB approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the DRB. No exposed attachment straps will be allowed. DRB approval is not required for skylights having measurements of 3' x 5' or less. Skylights should be placed in locations so as not to detract from the building elevations. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb, and shall not be visible from the street or Common Area.

**Driveways.** Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the DRB. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

## **Classic Series**

**Orientation.** Units must conform to the House and Utility Orientation Plan determined and provided by the DRB. Exceptions to the orientation plan may be granted in the sole discretion of the DRB.

**Building size and set back requirements.** The minimum square footage of the Unit shall be no less than 850 square feet exclusive of basements, open porches, and garages. Front yard and side yard set backs must conform to City ordinance.

**Foundation.** The foundation may be exposed.

**Material.** The principal exterior of any structure shall be at least 50% brick, with the remainder being vinyl or hardboard siding. Any deviation from the above must receive DRB approval prior to installation.

**Height.** The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the DRB.

**Roofs.** All roofs shall be completed using shingles colored weatherwood (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 to 12 on the front and back of the structure. Any deviation from the above must receive DRB approval prior to installation. All roofing material shall have a 25-year minimum life.

**Roof Accessories and Equipment.** DRB approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the DRB. No exposed attachment straps will be allowed. DRB approval is not required for skylights having measurements of 3' x 5' or less. Skylights should be placed in locations so as not to detract from the building elevations. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb, and shall not be visible from the street or Common Area.

**Driveways.** Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the DRB. Community recreational amenities

and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

## **General Design Standards**

The general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to DRB review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the DRB. Unless otherwise indicated within the specific design standard, each design standard applies to every Unit. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive DRB approval prior to undertaking new construction or a modification.

- 4.1 Address Numbers.** Approval is not required if numbers are not larger than six (6) inches in height, whether such numbers are affixed on the dwelling or mailbox, or painted on the curb.
- 4.2 Air conditioners and fans.** Window unit air conditioners and fans are permitted so long as they are not visible from any street, any other Unit, or the Common Areas.
- 4.3 Awnings.** Any form of awning must receive approval from the DRB prior to installation.
- 4.4 Birdfeeders.** Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.
- 4.5 Clotheslines.** Clotheslines are prohibited.
- 4.6 Decks.** Decks may be constructed in the back yard of a Unit with prior DRB approval. Decks must be constructed of wood or other materials similar to the materials used on the residence, must be painted or stained substantially similar to the residence. The DRB may require the underside of the deck to be screened.
- 4.7 Dog Houses.** Any dog house shall be located in the back yard of a Unit. Any dog house shall not be larger than 4 feet wide by 4 feet long, and 3 feet tall at the peak of the roof.
- 4.8 Dog Runs.** Dog runs are not permitted.
- 4.9 Doors.** Door colors and materials shall remain as originally installed, unless otherwise given prior DRB approval.
- 4.10 Drainage.** All drainage shall conform to City ordinance and the Farmington Addition development drainage plan.
- 4.11 Driveways and Sidewalks.** The Declarant and Builders have installed standard concrete driveways and sidewalks. Any modification to these must receive prior DRB approval and must meet City ordinance. No driveway or sidewalk visible from any street, any Unit, or the Common Areas shall be painted, stained, or otherwise colored or decorated.
- 4.12 Fences.** Except as provided below, all fencing shall be constructed of 6 foot dog-eared wood stockade with the smooth surface installed facing out from the Unit. Any fencing facing Common Areas shall be constructed of 4 foot dog-eared wood stockade with every other picket removed and the smooth surface installed facing out from the Unit. The DRB may, in its discretion, allow substantially similar fencing materials upon application. Subject

to prior DRB approval, an Owner may attach 4 foot black vinyl chain link fencing to the inside of the four foot wood fencing facing the Common Area. For any corner Unit, no fence shall be constructed closer than twenty-one (21) feet from the street, as measured from the base of the curb to the base of the fence. **Fences may be stained a light cedar color with prior approval of the DRB.**

**4.13 Firewood Storage.** DRB approval is not required provided such storage occurs in the backyard of a Unit, is not visible from any Unit in the vicinity, and does not constitute a nuisance or hazard or breach of the Governing Documents.

**4.14 Flags and Flagpoles; Decorations.** Flag poles are permitted provided they do not exceed 20 feet in height and receive prior DRB approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative affect on the aesthetic quality of the community. Flags that are obscene, abusive, or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season.

**4.15 Garages and Garage Doors.** Each Unit shall have no more than a 3 car garage. No vehicle storage structure shall be converted to livable quarters. Carports shall not be allowed.

**4.16 Gardens: Flower.** No DRB approval required. **Vegetable.** Vegetable gardens are not permitted on Units adjoining Common Areas. DRB approval not required if space has been previously approved under a landscape plan or area is fully contained within a fenced backyard of a Unit. Provided further that no vegetables shall exceed the height of any fence on the Unit, and must be wholly contained within the back yard of the Unit.

**4.17 Gazebos.** Gazebos, pool houses, and similar personal recreational structures must receive prior DRB approval.

**4.18 Irrigation Systems.** Must receive prior DRB approval and shall not interfere with the development drainage plan, any Unit, or Common Areas.

**4.19 Landscaping.** See Section 5 below.

**4.20 Lights and Lighting.** All exterior lighting shall receive prior DRB approval.

**4.21 Mailboxes.** Mailboxes and similar structures shall receive prior DRB approval.

**4.22 Motion Detector & Security Lighting.** Motion detectors and security lights are permitted with prior DRB approval. Under no circumstance shall security lighting shall shine on any adjoining Unit.

**4.23 Outbuildings.** All outbuildings must receive DRB approval prior to installation. All outbuildings must be placed in the back yard behind the Unit, and not the side yard. No outbuildings shall be permitted on any Unit adjoining a Common Area where such outbuilding would be visible from the Common Area. Any structure not the single residence constructed on a Unit shall receive prior DRB approval. Metal outbuildings are permitted provided they are less than 6 feet tall at the peak of the outbuilding roof and provided no part of the outbuilding is visible from any street, any Unit, or the Common Areas. Outbuildings taller than 6 foot at the peak of its roof are permitted provided such outbuilding is of the same style, material, and size as that depicted in DRG 1.1 through 1.32 attached hereto. All outbuilding roofs must be shingled with the same shingles as installed on the Unit residence and the color of the outbuilding must match the trim color of the Unit residence. All outbuildings shall be located within any City set back ordinance as well as any set back provided by any Governing Document. Each outbuilding shall be properly permitted as required by City ordinance.

**4.24 Outdoor Furniture.** Except with prior DRB approval, all outdoor furniture shall be contained wholly within the back yard of a Unit.

**4.25 Painting.** Prior DRB approval is required for all painting, including but not limited to structures and garages, of a color other than originally installed by the Declarant or Builder.

**4.26 Patios, Patio Covers, Porches, Arbors.** All patios, porches, and the like must receive prior DRB approval.

**4.27 Play and Sports Equipment.** Play and sports items and equipment are not permitted on any Unit adjoining Common Area where such items and equipment would be visible from the Common Area. All play and sports items and equipment must be wholly contained in the backyard to a Unit and may be no higher than 6 feet tall. Basketball backboards and hoops may not be affixed to any portion of the Unit. Portable basketball backboards and hoops may be used in the front yard of a Unit during daylight hours, but shall be stored out of sight otherwise.

**4.28 Pools.** Small, temporary children's-style pools are permitted provided such pools are contained in the backyard of the Unit, are not visible from any Unit in the vicinity, and are emptied when not in use. Above-ground pools are not permitted on any Unit adjacent to the Common Area. In-ground pools are permitted with prior DRB approval.

**4.29 Roofs.** See, specific design guidelines above.

**4.30 Satellite Dishes and Antennas.** No exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the units; and provided further, however, that these requirements shall not apply to those antenna which are specifically covered by regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the DRB shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

As provided in the Telecommunications Act of 1996, "Antenna" is defined as follows:  
(1) an antenna that is designed to receive direct broadcast satellite service including direct-to-home satellite services and is one meter or less in diameter or diagonal measurement; (2) an antenna that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and is one meter or less in diameter or diagonal measurement; or (3) an antenna that is designed to receive television broadcast signals.

All Antennas are subject to the provisions set forth below:

1. Any Antenna an Owner places on their property must be registered with the DRB within ten (10) days of installation. Owners shall submit a registration drawing detailing how it complies with the guidelines set forth herein.
2. Installation shall be by a qualified person knowledgeable about the proper installation of Antennas.

3. All Antennas must be installed in accordance with the manufacturers' guidelines to insure safe installation, and must also be installed in compliance with all federal, state and local statutes and regulations regarding safety. In addition, a building permit shall be obtained, if required by local ordinance.
4. No Antenna can be over 39 inches in diameter or diagonal measurement, at its largest dimension. Any device larger than one meter (39 inches) in diameter is **strictly prohibited**.
5. All Antennas must be properly grounded and must be placed a safe distance from any power lines.
6. All Antennas must be located in a side or rear yard location, not visible from any street(s) or any neighboring properties, provided such location does not preclude reception of an acceptable quality signal.
7. All Antennas shall be ground mounted or shall not be installed higher than is absolutely necessary for reception of an acceptable quality signal.
8. All Antennas must be blended with the background upon which they are placed by painting the Antenna the same color as the house or otherwise screening the Antenna from view from any street(s) or adjacent properties with appropriate landscaping or other materials of a reasonable cost.
9. All installations shall be completed so that they do not damage the common areas of the Association or the Unit of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on Common Areas or Units.
10. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - Place (or replace), repair, maintain, and move or remove antennas;
  - Repair damages to the common property, other Units, and any other property damaged by antenna installation, maintenance or use;
  - Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
11. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
12. No Antenna shall be placed in a location where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other items or areas necessary for the safe operation of the Association or individual units.
13. No Antenna shall be attached to fencing shared between Units or common areas.
14. No Antenna may obstruct a driver's view of an intersection or a street.
15. To the extent that interpretation of these provisions is necessary, such interpretation will be undertaken by the DRB in full compliance with all federal, state and local statutes and regulations, as may be supplemented or amended from time to time.
16. If antennas are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will increase maintenance costs for the Association or for other Owners. If such damage occurs, owners are responsible for these costs.

If an Antenna needs to be installed in any way that is not consistent with the above-mentioned provisions due to preclusion of an acceptable quality signal, then the homeowner is asked to submit a request for location approval. The Association's approval will then be based on how well the device is screened from the view of both public and private areas. **Important Note:** Any Antenna/Satellite Dish that is in any way mounted on your house may void applicable warranties.

**4.31 Siding.** Any siding must receive prior DRB approval.

**4.32 Signs:** Subject to the restriction that no sign shall be located within any Common Area, and except as reserved by the Declarant, the following sign standards shall apply.

**4.32.1 Real Estate Signs:** Temporary, non-illuminated, real estate signs indicating the availability for sale, rent, or lease of a specific Unit upon which this sign is erected or displayed are approved without application, provided the sign does not exceed five (5) square feet in total area, does not exceed four feet (4') in height, and the Unit is restricted to one (1) sign per street frontage. Such signs are to be removed immediately following sale closing or rental occupancy of the property. Such signs may not be placed on any fence. Open House signs shall conform to the above dimensions, are limited in number to six (6), shall be placed only upon the owner's Unit or within the public right-of-way for the duration of the open house, and shall not block or interfere with traffic visibility. All signs must also meet local sign codes.

**4.32.2 Garage Sale Signs:** A sign advertising the existence of a garage sale of personal property may indicate the date, time and location of the sale. Such signs may have a maximum area of three (3) square feet, and may be posted for the period of the garage sale only. Such signs may not block or interfere with traffic visibility, and shall be posted only on the owner's Unit or within the public right-of-way.

**4.32.3 Political Signs.** Signs depicting the name and office of a legitimate political candidate who has filed for a present political race are allowed, provided such signs do not exceed a maximum area of three square feet. Such signs shall be removed the day after elections pertaining to the candidate's race. All signs depicting political slogans and information other than the candidate's name and office shall receive prior DRB approval.

**4.32.4 Other Signs.** All other signs, including but not limited to, posters, billboards, advertising devices, or displays of any kind, are not permissible for posting on any Unit without the prior written consent of the DRB.

**4.33 Skateboard Ramps.** Not permitted.

**4.34 Skylights.** See, specific design standards.

**4.35 Solar Devices.** All solar devices must receive prior DRB approval.

**4.36 Statues, Sculptures, Fountains, Ponds.** Placement of any statue, sculpture, fountain, pond, or similar artistic expression in the front yard of any Unit or the front and backyard of any Unit adjoining the Common Areas is highly discouraged by the DRB and must receive prior DRB approval. All other locations of artistic expressions visible from other Units or requiring any excavation must receive prior DRB approval.

**4.37 Storm/Security Doors.** Storm and security doors are allowed with prior DRB approval.

**4.38 Temporary Structures.** Temporary structures suitable for a wedding, birthday party, and similar occasions are permitted in the backyard to any Unit provided such temporary structure is removed within 24 hours of the conclusion of the occasion. This design standard shall not limit Association activities.

**4.39 Trash and Garbage Receptacles.** Trash and other receptacles shall be absent from view from any street, any Unit, and Common Areas on all days other than designated trash and/or recycling pick up days.

**4.40 Treehouses.** Treehouses constructed in or on vegetation are not permitted.

**4.41 Underground Installations.** All underground installations must receive prior DRB approval.

**4.42 Walls.** All walls of any nature, for example but not limitation retaining walls, landscaping walls, and decorative walls, must receive prior DRB approval.

**4.43 Wells.** Wells of any kind are not permitted.

## **5. Landscaping Standards**

### **5.1 Overview.**

The DRB retains oversight of landscaping improvements to Units to make assurance that the Farmington Addition community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within two (2) months of the issuance of the Certificate of Occupancy for the improvements.

### **5.2 Concepts.**

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Unit and improvements while providing continuity between the Unit, improvements, and surrounding vegetation.
2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

### **5.3 Objectives.**

All Units, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography, and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

#### **5.3.1 Beautify.**

5.3.1.1 Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.

5.3.1.2 Soften the impact of corners and broad wall areas with vertical and spreading foliage.

5.3.1.3 To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

**5.4 Screen.** Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

**5.5 Restoration.** Restoration of a site due to construction.

**5.6 Drainage.** It is the responsibility of each owner to handle surface water on the Unit to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Farmington Addition's master drainage plan.

**5.7 Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

**5.8 Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

**5.9 View.** Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

## 5A Plans.

**5A.1 Landscaping.** The landscaping plan must be professionally prepared on a site plan indicating topography, existing and proposed vegetation. The plan should be drawn at a scale of 1/8 inch equals one foot. The plan should graphically illustrate location, Unit number, adjoining Unit border lines, nearest structure lines on adjoining Units, sizes of plant material, lawn, mulched areas, and open areas. A schedule must be included on the planting plan indicating the following specifications for each plant: Common name, Plant height at time of planting (2 gallon minimum), Plant quantities, Identify grass and mulched areas.

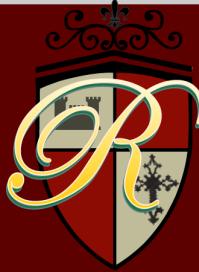
**5A.2 Identify Trees.** Existing trees of 3" diameter or greater at 48" from the ground, must be identified as to exact location, size of trunk, genus name, and where possible, the species. No existing trees shall be cut, removed, transplanted or damaged without approval by DRB.

**5A.3 Features and Surface.** All existing site features such as roads, walks, structures on adjoining Units, bike paths, walls, etc. are to be graphically noted on the Landscape Site Plan. All surfacing materials are to be noted (as to whether they are concrete, grass, planting beds, etc.). Texturing or other surface treatment of concrete paving is to be indicated and should include color presentation.

**5A.4 Sod Requirement.** All lawn areas must be covered with sod, seed, or other material approved by the DRB.

**5A.5 Tree Requirement.** Trees and shrubs must be planted in accordance with the approved plan within the time frame outlined in Section 5.1.

**5A.6 Irrigation.** Should any Unit have any form of irrigation system installed to irrigate planting beds or grassed areas of the Unit, the spray from such irrigation system should be contained to the Unit. The DRB may require relocation or redirection of spray if adjacent Units, streets or other areas are affected. The DRB is not responsible for the system's performance or function. The DRB shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved irrigation systems.



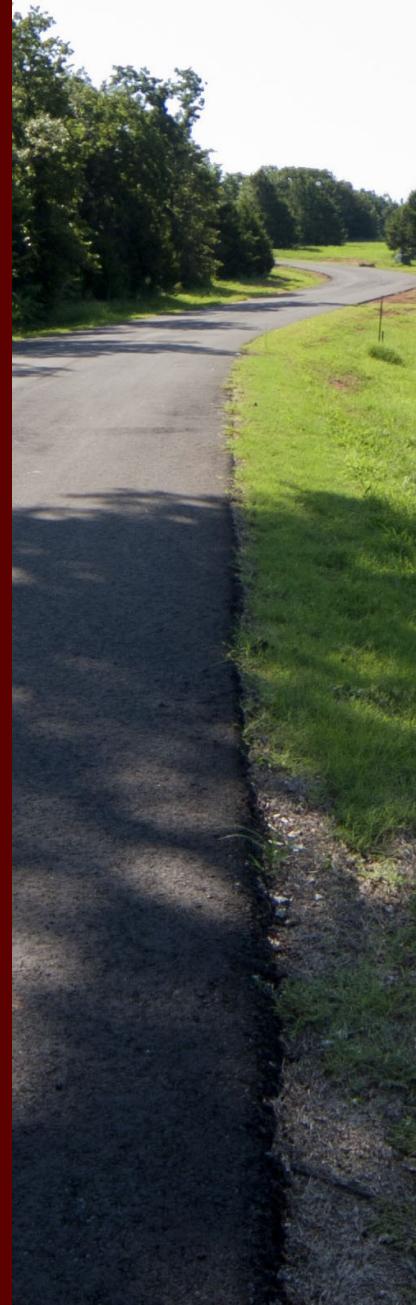
# POND CREEK

*T*rue Country Living at its Finest! Beautiful select Wooded 1 acre (MOL) lots in a peaceful and tranquil setting makes Pond Creek the best kept secret in the Bridge Creek Community. Secluded but conveniently located, Pond Creek is only 3 miles from Bridge Creek Schools as well as Highway 4 (Highway 9 Turnpike) as well as 3 miles east to Highway 76 Newcastle.

**Those who live in Pond Creek have the advantages of:**

- ♦ **Tranquil Country Setting**
- ♦ **Select Wooded Lots and Water Features**
- ♦ **OEC Oklahoma Electric Cooperative**
- ♦ **Pioneer DSL, Security, and Land Line Phone**
- ♦ **Lots \$21,000 - \$24,000**
- ♦ **Custom and Builder Lots Available**
- ♦ **Home Owners Association**

**School District: Bridge Creek Public Schools**



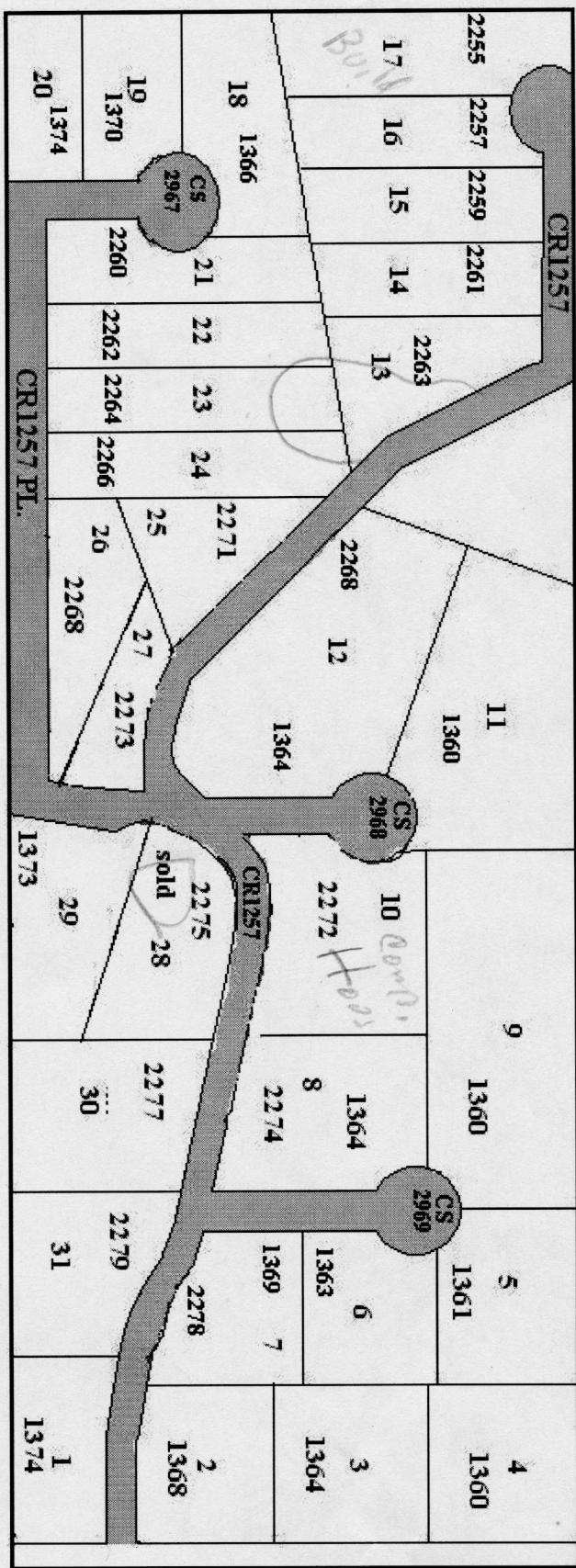
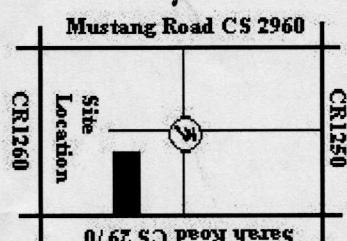


# Pond Creek Estates

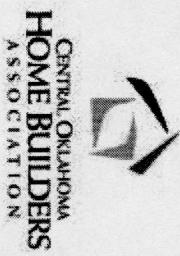
Grady County, Oklahoma

Entry: 1370 CS 2970 (Sara Road)

Blanchard OK. 73010



**RICHEY ENTERPRISES**  
2830 NW 32nd Street  
Suite 202 Newcastle, OK 73065  
[info@richeyenterprises.net](mailto:info@richeyenterprises.net)  
[www.richeyenterprises.net](http://www.richeyenterprises.net)  
405-387-5222





## Directions to Pond Creek

### From Oklahoma City

1. Head south out of Oklahoma City on **Interstate 44 West**.
2. Take exit **108** to merge onto **OK-37 W/NW 32nd St** toward **Tuttle/Minco**. Go **3 miles**
3. Turn left onto **N Council Ave / OK-76** and travel south 6 miles
4. Turn right on **340th St/Sandrock Rd/CR1250** and travel west 3 miles
5. Turn left onto **6 Mile Line/Sara Road**
6. After **3/4 mile**, Pond Creek will be on your left



# POND CREEK COVENANTS



I-2009-010564 Book 4211 Pg: 13  
09/14/2009 12:10 pm Pg 0013-0016  
Fee: \$ 19.00 Doc \$ 0.00  
Sharon Shoemaker - Grady County Clerk  
State of Oklahoma

## RICHEY ENTERPRISES LLC.

RICHEY ENTERPRISES LLC. 2830 NW 32<sup>nd</sup> SUITE 201 NEWCASTLE, OK 73065 (405) 387-5222 FAX (405) 392-2653

### DECLARATION POND CREEK ESTATES HOMEOWNERS ASSOCIATION

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting Pond Creek Estates, located in Grady County, Oklahoma, the Owners and Developer listed below hereby declare that all of the real property in said subdivision and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in said subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Owners and Developer have formed the **Pond Creek Estates Homeowners' Association Inc.**, a non-profit corporate entity, established pursuant to the General Corporation Act of the State of Oklahoma, for the general purpose of owning and maintaining the easement areas and enhancing the value, desirability and attractiveness of Pond Creek Estates.

#### ARTICLE I Definitions

Section 1. "Association" shall mean and refer to **Pond Creek Estates Association**.

Section 2. "Easement" shall include the following:

- a) Front entry with sign, with plantings and fence.
- b) All Roadways.
- c) Security Lights.
- d) All easement areas. The exterior easement areas surrounding the addition. See Exhibit "A" plat of Cornerstone highlighted easement areas.
- e) Private roads as showing on final recorded plat. Recorded at Book 4197, page 16 of the records of the county clerks of Grady County, Oklahoma. See Exhibit "A" plat of Pond Creek Estates highlighted easement areas.

Section 3. "Lot" shall mean Lots 5 through 31, Pond Creek Estates, according to the recorded plat.

Section 4. "Maintenance" shall mean the exercise of reasonable care necessary to keep the road easements and the improvements and plantings including the sign, thereon in good repair and condition, including paying for the utilities provided thereto, and payment of any taxes or insurance thereon.

Section 5. "Member or Owner" shall mean every person or entity who owns a lot in the addition. An entity which holds an interest in any lot for security on an outstanding obligation executed by an Owner shall not be a Member or Owner under this declaration until and unless such entity acquires title through foreclosure or other means to partially or wholly satisfy such obligation.

#### ARTICLE II Membership and Voting Rights

Section 1. Each owner of a lot, by acceptance of a deed, consents that such owner shall be a member of **Pond Creek Estates Homeowners' Association Inc.** and is subject to all of the terms and conditions as set forth in the Owners Certificate, Dedication, and Restrictions.

Section 2. Each lot within the addition shall have one vote which may be cast by the owner or owners collectively of such lot.

I-2009-010564 Book 4211 Pg: 14  
09/14/2009 12:10 pm Pg 0013-0016  
Fee: \$ 19.00 Doc S 0.00  
Sharon Shoemake - Grady County Clerk  
State of Oklahoma

**ARTICLE III**  
Meetings of Members

Section 1. There shall be an annual meeting of the members of the Association at such place as shall be designated on the first Monday in September of each year at 7:00 p.m.

Section 2. Special Meetings may be held whenever called by the Developer, President of the Board of Directors or a majority of the members of the Board of Directors.

Section 3. Notice of the annual meeting and an agenda of all items to be acted upon at such meeting shall be mailed to all owners not less than 15 days prior to the meeting at the last known address thereof.

Section 4. Notice of any special meeting and an agenda thereof shall be made by phone and mail, not less than five business days prior to the meeting to all owners.

Section 5. At the first Annual Meeting, a Board of Directors shall be elected by vote of the members present or represented by proxy. Three Directors shall be elected for staggered terms of one, two and three years respectively. Thereafter, one Director shall be elected at each annual meeting.

Section 6. At the Annual Meeting, the members shall elect three members of the Architectural Committee or combine such duties with the Board of Directors.

Section 7. In the event of a vacancy on the Board of Directors, the remaining members shall elect a replacement to serve until the next annual meeting. In the event the remaining members can not agree upon a replacement, a Special Meeting of the Owners shall be called to elect such a replacement.

Section 8. The Members shall at least annually, vote on an amount of the annual assessment necessary to pay for maintenance and repairs. Such amount shall not be less than \$200.00 per year. Such amount shall be raised by a majority vote of all Members.

**ARTICLE IV**  
Board of Directors

Section 1. The business and affairs of the Association shall be managed by the Board of Directors which shall consist of three members.

Section 2. The Board of Directors shall determine a time to hold meetings at least bi-monthly on a regular schedule which shall be mailed to all owners at least annually.

Section 3. The Board of Directors shall elect a President and Secretary.

Section 4. The President shall preside over all meetings.

Section 5. The Secretary shall keep minutes and records of all actions of the Board and the Association.

Section 6. The Board may employ accountants, attorneys and other professionals as are deemed necessary for the furtherance of the Association's business.

Section 7. The Board may authorize the President to obtain counsel to sue or defend the Association.

I-2009-010564 Book 4211 Pg: 15  
09/14/2009 12:10 pm Pg 0013-0016  
Fee: \$ 19.00 Doc: \$ 0.00  
Sharon Shoemake - Grady County Clerk  
State of Oklahoma

**ARTICLE V**  
Enforcement

Section 1. The Association, acting through the Board of Directors, shall have authority to compel compliance of all Restrictions by any owner in the same manner as an owner of a lot within the addition.

Section 2. The Association, acting through the Board of Directors, shall have authority to sue any owner of any lot who fails to timely pay any assessment when due.

Section 3. The Association, the Board of Directors, shall be entitled to file a lien upon any lot for which any assessment remains unpaid for more than 30 days.

Section 4. Any purchaser of any lot within the addition shall be liable for any unpaid prior assessments as if such purchaser was the owner at the time of the assessment. Nothing herein shall relieve the original owner of liability for such assessment.

Section 5. All rights of Enforcement shall be exercised by the Board of Directors and they shall be entitled to all means of enforcement and all remedies afforded by Law in the State of Oklahoma. In the event litigation is filed, the prevailing party shall be entitled to recover its actual and reasonable attorney fees and cost.

Section 6. Any owner who shall fail to pay any assessment within 30 days of its due date shall be subject to a late payment penalty of \$100.00 together with interest on the unpaid assessment and penalty at the rate of 24% per annum until paid.

IN WITNESS WHEREOF, the undersigned Owners and Developer have caused this Instrument to be executed this date, being the 20 day of August, 2009.

**Richey Enterprises, L.L.C., Declarant**

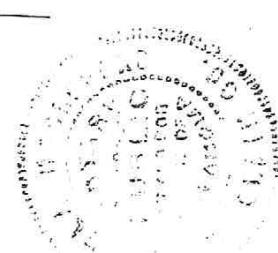
State of Oklahoma  
County of Grady

Gaylon R. Richey, Manager

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Gaylon R. Richey, Manager of Richey Enterprises, L.L.C., an Oklahoma limited liability company, on behalf of the company.

My Commission Expires: \_\_\_\_\_ Seal:

Notary Public



## RICHEY ENTERPRISES

### DECLARATION OF COVENANTS AND RESTRICTIONS OF POND CREEK ESTATES GRADY COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That, Richey Enterprises L.L.C., An Oklahoma limited liability company, does hereby certify that they are the owners of and the only person or persons or legal entity having any right, title, interest, estate or equity in and to the following described land, to-wit:

This legal description prepared by Larry Willyard, PLS 1328, of part of the North half (N/2) of the Southeast quarter (SE/4) of section three (3), township eight (8) North, range five (5) West of the Indian Meridian, Grady County, Oklahoma being more particularly described as follows: Beginning at a point N.00°00'25"W a distance of 131890 feet of the Southeast corner of said SE/4; thence N.89°59'56"W. A distance of 1979.46 feet; thence N.00°03'18"W. A distance of 660.00 feet; thence S.89°59'56"E. A distance of 1980.00 feet; thence S.00°00'25" A distance of 660.00 feet to the point of beginning. LESS AND EXCEPT ALL OIL, GAS AND OTHER MINERALS HERETOFORE CONVEYED OR RESERVED OF RECORD.

That for the purpose of providing for an orderly development of all of the land embraced within the above described property and for the further purpose of providing adequate restrictive covenants for the benefit of the undersigned owners and their successors in title to said premises, the undersigned owners do hereby impose the following restrictions and reservations upon all of the tracts of land shown on the "Boundary Survey" attached hereto showing said property divided into Tract Nos. 1 through 31 which shall be incumbent upon said owners and its successors in title to adhere, whether acquired directly or through subsequent transfers, or in any manner whatsoever, and all of said tracts described shall be taken subject to the following restrictions and covenants, to-wit:

1. **SETBACKS.** All improvements constructed on any tract, except for allowed fences as provided herein, shall be behind a designated building line of 35 feet.
  
2. **RESIDENTIAL USE ONLY.** All tracts of land shall be used exclusively for residential purposes only with associated agricultural uses incident thereto on a scale commensurate with the amount of land owned by the owner so as not to interfere with or unnecessarily annoy or disturb the use of adjacent property for residential purposes. Animals shall be permitted as follows: 1) Horses shall be permitted, the total number of which shall not exceed 1 head per acre, 2) Domestic Dogs and Cats shall not be permitted to run at large so as to stray unto adjoining property. 3) Animal

waste shall not be allowed to accumulate so as to create odors noticeable upon adjacent property. No tract of land shall contain more than one private dwelling house plus necessary garages and outbuildings. At no time shall any structure on the property be used for multi-family housing.

3. **NEW MATERIALS.** All structures constructed on the tracts of land shall be so constructed from new material, stick built on site. No structures built off site shall be moved on the property. No manufactured, modular, mobile or trailer homes, or other structures prefabricated off site shall be permitted. Any structure that is not completed within one year of the date of construction shall be removed and not reconstructed upon the subject property.

4. **NO TEMPORARY RESIDENCES.** No move-in house, trailer, tent, shack, or outbuilding shall be used as a temporary or permanent residence or place of abode on a temporary or permanent nature.

5. **DRAINAGE PIPE OR TIN HORN.** No driveway or point of access to any lot shall be used or maintained without first installing a drainage pipe or tin horn of adequate size and length to provide for unrestricted flow of surface water from the subject property along and through the drainage ditches along all public roads. All drainage pipes or tin horns shall be at least 12 inches in diameter and 24 feet in length. Such drainage pipes or tin horns shall be installed in such a manner that water is not impounded or allowed to stand in the drainage pipe or tin horn or at either end thereof.

6. **ACCUMULATION OF JUNK OR DEBRIS PROHIBITED.** No owner of any piece of property shall allow the accumulation of junk, debris, building materials, inoperative or currently unregistered and uninspected vehicles, or other materials not being currently used in a construction project to be stored upon any property unless same is stored inside the home or outbuildings located upon the property.

7. **NOXIOUS TRADES PROHIBITED.** No noxious or offensive trade or activity shall ever be conducted on any of the tracks of property, nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to the surrounding property owners.

8. **SEWAGE SYSTEMS.** No structure shall be occupied for living purposes on a temporary or permanent basis until same shall be connected to a sewage system approved by the State and County Health Department and constructed in compliance with all regulations thereof. Closed systems shall be required where soil conditions allow.

9. **WATER WELL APPROVAL.** Any private water well or private water system created on any tract shall first be approved by the County Engineer of Grady County, Oklahoma, and all such private water systems or wells shall be operated, maintained, repaired and replaced to comply with the requirements of the State Health Department of the State of Oklahoma.

10. **MINIMUM SIZE OF RESIDENTIAL STRUCTURES.** Any residential dwelling constructed on any tract of land shall contain at least 1,200 square feet of living space, exclusive of overhangs, porches and breezeways. Further, all such residential dwellings shall have an attached garage large enough to park two cars. Any multi-story houses shall contain at least 1,200 square feet of living space on the ground floor.
11. **EXTERIOR WALLS.** The exterior walls of the residence shall be covered with at least 70% brick and or rock, the rest covered with glass, vinyl, or painted or stained wood. No unstained or unpainted wood shall be used as part of the exterior walls or trim of any residence. The exterior walls and roof of all outbuildings shall be constructed with brick, rock, or painted or stained wood or metal.
12. **UTILITY SERVICE.** All electric utility, telephone, cable television lines extending from the primary service for connection to structures on any lot shall be installed underground.
13. **CONCRETE GARAGE APPROACH.** All homes shall have concrete garage approaches of at least twenty-four (24) feet in length.
14. **SUBDIVISION OF PROPERTY.** Attached hereto is a Boundary Survey of the subject property dividing same into thirty-one tracts of land.
15. **ENFORCEMENT OF RESTRICTIVE COVENANTS.** Should the owner, tenant, or occupant of any of the lots above described violate any of the restrictive covenants or conditions herein, and thereafter refuse to correct the same and to abide by said restrictions and covenants after ten (10) days notice in writing, then, in such event, the undersigned owners, or their successors in interest to ownership of any tract of land, may institute legal proceedings in the District Court of Grady County, Oklahoma to enjoin, abate, or correct such violation, and pay all damages, attorney fees, court costs, and other necessary expenses incurred by the person instituting the legal proceedings to maintain and enforce these restrictions. Any attorney's fees and court costs assessed by the court against any owner violating the terms and conditions of these restrictive covenants shall thereafter become a lien upon the tract of land of said owner as to the date of such judgment. Said lien shall be enforceable in such action in the same manner as liens upon real estate, the procedure as to which is fixed by the laws of the State of Oklahoma. Any such lien for attorney's fees and court costs shall be subordinate to the lien of any mortgage filed of record prior to the filing of a lis pendens filed in conjunction with the commencement of such action.
16. **COVENANTS SHALL RUN WITH THE LAND.** These covenants are to run with the land, and shall be binding upon all of the above named owners and any person claiming by, through or under them, until the 1<sup>st</sup> day of July, 2020, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless, altered, modified or deleted as provided herein. On each ten year date as set forth in this paragraph, these restrictions may be altered, modified or deleted

by an instrument filed of record which is approved by at least 75% of the owners of the tracts of property. These covenants may be altered, modified or amended at any time by the execution and filing of an instrument of record signed by all of the owners of the property.

17. **PARTIAL INVALIDITY.** The invalidation of any one or these restrictive covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effects.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed this 16 day of July, 2009.

Gaylor R. Richey  
Gaylor R. Richey

I-2009-008260 Book 4197 Pg 19  
07/16/2009 2:41 pm Pg 0016-0020  
Fee: \$ 21.00 Doc: \$ 0.00  
Sharon Shoemake - Grady County Clerk  
State of Oklahoma

#### ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
COUNTY OF McClain ) SS:  
                        )

Before me, the undersigned, a Notary Public in and for said County and State on this 16<sup>th</sup> day of July, 2009, personally appeared Gaylor R. Richey to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

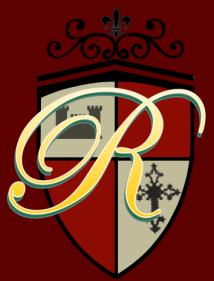
President 05xx847

Notary Public

My Commission Expires:

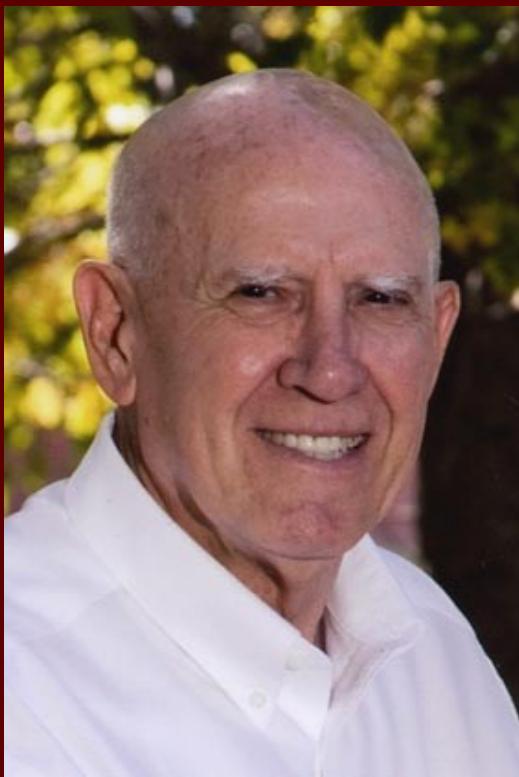
02-03-13





# ABOUT US

## Gaylon Richey, Founder



**G**aylon Richey, founder of **Richey Fine Homes and Development** was born and raised in the Blanchard area. After 28 years as an Engineer for Kerr McGee Oil Corporation as well as investing in commercial real estate ventures, Gaylon retired, became an Oil Consultant, and **moved to Newcastle in 1988** with his beautiful wife, Jeanne. It was then that he began to build various business that define Richey Enterprises. From Richey Fence and Landscaping, J&R Contractors, to R&G Oil Company, and Discount Portable Buildings, **Gaylon was a true entrepreneur.**

In 2000, Gaylon launched the Richland Park Development. Seeing the success of this venture, Gaylon and his wife Jeanne, now joined by his daughter-in-law Ginger Richey, began plans on an **upscale, gated community called Cornerstone** as well as building beautiful custom built homes for development. Richey Fine Homes and Development was created. **And so the story continues**, now with Farmington and Pond Creek, these latest developments added to Richey Fine Homes and Development Company.

Gaylon Richey has been a **strong advocate for safety** and implementing **high standards of quality** to the building and development arena in Newcastle. A **leader in civic residential development**, he was known for his **integrity** as well as for his word through his firm handshake of intent. A man of **character and leadership** he has left his legacy to be remembered as a **faithful man of God** and **generous friend** to all.

## Ginger Richey, Sales and Development Manager



**G**inger Richey, who partnered with Gaylon Richey to coordinate sales and design of Richland Park Development now known as Richey Fine Homes and Development as well as designing for John Joy of J&R Contracting in 2003. Ginger has been a **real estate professional** covering the greater Las Vegas area from 2000-2003 as well as new home construction and currently is the **Sales and Development Manager for Richey Fine Homes and Development**. Alongside the past mentoring of Gaylon Richey and John Joy, she now assists clients in building their **dream homes**, implementing their style, personality, and priorities to making their dream home a place to **make memories for a lifetime**. She also manages Richey Fine Homes and Design, which caters to interior design clients for all their design needs. Ginger earned her Bachelor of Science Degree in 1987 from Oklahoma Baptist University.



# OUR LOCATIONS



Ginger Richey  
2830 NW 32nd, Suite 201  
Newcastle, Oklahoma 73065  
Office: (405) 387-5222  
Mobile: (405) 623-6417  
[ginger.richey@richeyfinehomes.com](mailto:ginger.richey@richeyfinehomes.com)





# RICHEY LAND AND DEVELOPMENT

Tri-City West Complex  
2830 NW 32nd, Suite 201  
Newcastle, Oklahoma 73065  
Office: (405) 387-5222  
Mobile: (405) 623-6417