

BRITTON MEADOWS

Plat #
159

A SUBDIVISION OF A PART OF THE W/2 OF THE NW/4 OF SECTION 28
TOWNSHIP 22 NORTH, RANGE 12 EAST, OSAGE COUNTY, OKLAHOMA

CL WEST OAK STREET

OWNER

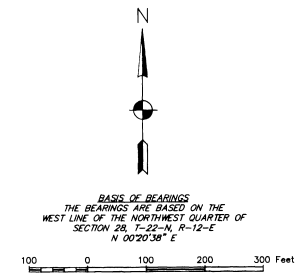
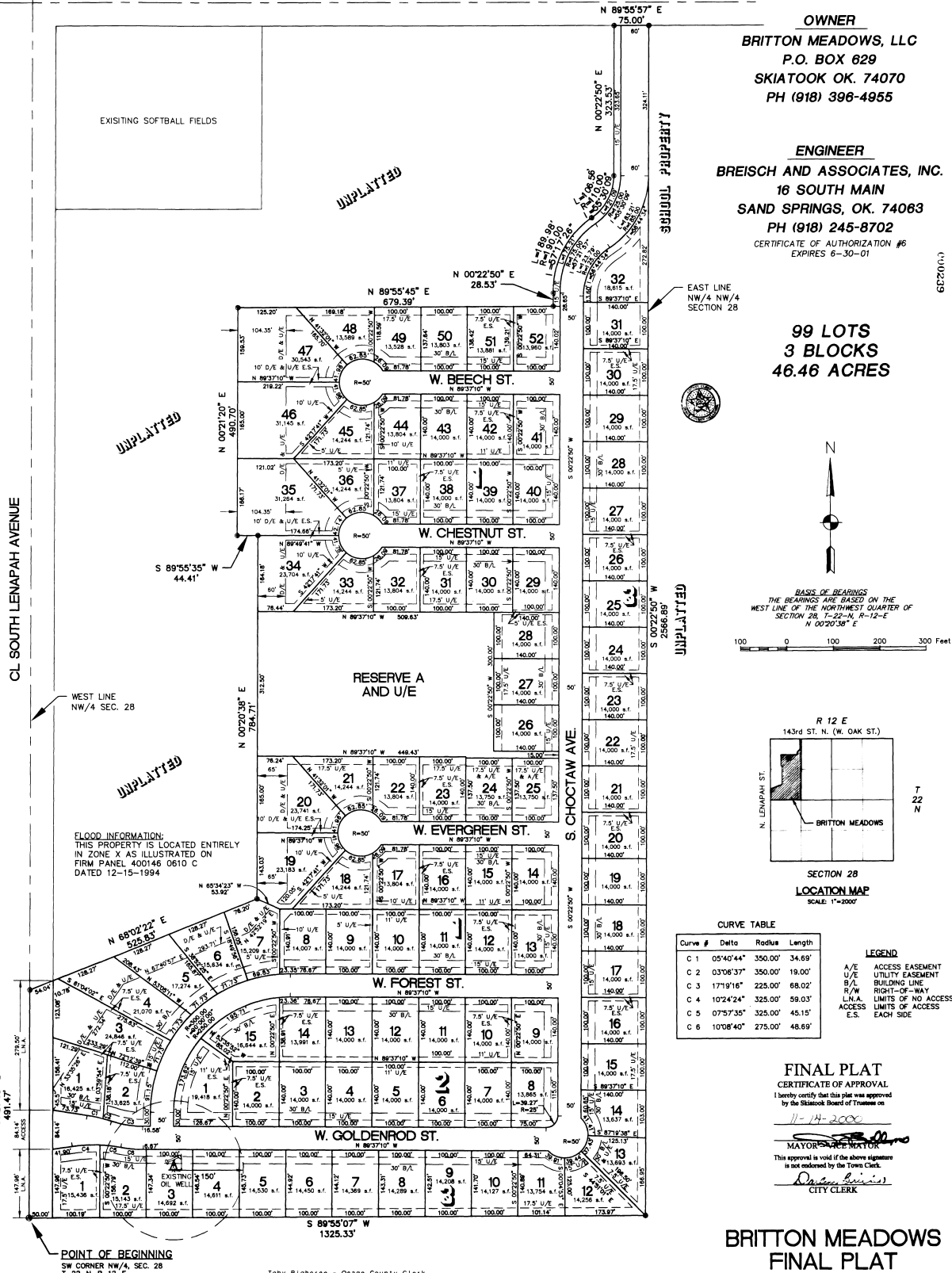
BRITTON MEADOWS, LLC
P.O. BOX 829
SKIATOOK OK. 74070
PH (918) 396-4955

ENGINEER

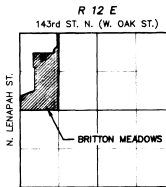
BREISCH AND ASSOCIATES, INC.
16 SOUTH MAIN
SAND SPRINGS, OK. 74063
PH (918) 245-8702

CERTIFICATE OF AUTHORIZATION #6
EXPIRES 6-30-01

99 LOTS
3 BLOCKS
46.46 ACRES



BASE OF BEARINGS
THE BEARINGS ARE BASED ON THE
WEST LINE OF THE NORTHWEST QUARTER OF
SECTION 28, T-22-N, R-12-E
N 00°20'38" E



SECTION 28
LOCATION MAP
SCALE: 1"=200'

CURVE TABLE

Curve #	Delta	Radius	Length
C 1	05°40'44"	350.00'	34.69'
C 2	03°06'37"	350.00'	19.00'
C 3	17°19'18"	225.00'	68.02'
C 4	10°24'24"	325.00'	59.03'
C 5	07°57'35"	325.00'	45.15'
C 6	10°08'40"	275.00'	48.69'

LEGEND

A/E ACCESS EASEMENT
U/E UTILITY EASEMENT
B/L BUILDING LINE
R/W RIGHT-OF-WAY
L.N.A. LIMITS OF NO ACCESS
ACCESS LIMITS OF ACCESS
E.S. EACH SIDE

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Skiatook Board of Trustees on

11-14-2000

MAYOR [Signature]

This approval is void if the above signature is not notated by the Town Clerk.

[Signature]
CITY CLERK

BRITTON MEADOWS
FINAL PLAT
DECEMBER 11, 2000

THIS MAP OR PLAT MEETS OR EXCEEDS THE
OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE
PRACTICE OF LAND SURVEYING, ADOPTED SEPTEMBER 17, 1993.

Toby Bighorse - Osage County Clerk
Recorded/Filed on 01/09/2001 at 4:33PM Inst Type: PLAT
DOC: 2001-239 Page 666 to 668 (3 pages)
Receipt Number: 2001-00000289 Fees: \$25.00
DOC Stamps:

BRITTON MEADOWS **CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

That Britton Meadows LLC, an Oklahoma Limited Liability Company (hereinafter called the "OWNERS"), now the record owner of the following described real property situated in the County of Osage, State of Oklahoma to-wit:

A tract of land being a part of the SW/4 of the NW/4 and a part of the NW/4 of the NW/4 of Section 22, Township 22 North, Range 12 East, E.B. & M. Osage County, State of Oklahoma, according to the US Government Resurvey thereof, being more particularly described as follows, to-wit:

Beginning at the SW corner of the NW/4 of the Section 22, T. 22 N., R. 12 E., Thence N. 02°20'38" E. on an assumed bearing along the West line of the NW/4 a distance of 491.47 to a point that is 2125.73 feet South of the NW corner thereof; Thence N. 89°02'22" E. a distance of 525.83 feet; Thence N. 02°20'38" E. a distance of 784.71 feet; Thence S. 89°55'55" W. a distance of 44.41 feet; Thence N. 02°21'07" E. a distance of 490.7 feet; Thence N. 89°55'45" E. a distance of 678.36 feet; Thence N. 02°25'07" E. a distance of 28.53 feet to a point of curvature, said curve having a radius of 190.00 feet, a central angle of 59°30'09" for an arc distance of 106.56 feet; Thence N. 02°25'07" E. a distance of 323.53 feet to a point on the North line and the South Right-of-Way of West Oak Street; Thence N. 89°55'57" E. along said Right-of-Way a distance of 75.00 feet to the East line of said NW/4 of the NW/4; Thence S. 02°25'07" W. a distance of 168.96 feet to the South line of the NW/4; Thence S. 89°55'07" W. along said South line a distance of 1323.53 feet to the POINT OF BEGINNING. Tract contains 46.46 acres, more or less.

and have caused said real property to be surveyed, staked and plotted into lots and streets in conformity with the plat herewith and have caused the same to be recorded as designated "BRITTON MEADOWS", to the Town of Skiatook, Osage County, Oklahoma.

Now, therefore, the undersigned Owner does hereby dedicate for public use the streets shown on the accompanying plat and does further dedicate for public use forever, the easements as shown for the servicing purposes of controlling, maintaining, operating, repairing, removing and replacing any and all public utilities, including, but not limited to, electric power lines, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for the same, including, but not limited to, poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with right of ingress and egress to and upon said easements and rights-of-way for use and purposes aforesaid, together with the right of ingress and egress to and upon said easements and rights-of-way for use and purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or rights-of-way as shown. Provided, however, that the Owner hereby reserves the right, to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to and upon said easements and rights-of-way of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other area.

Now, therefore, the undersigned Owner, for the purpose of providing an orderly development of the real property above described, and for the purpose of having adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and created the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the Owner of the above described properties and its successors in title.

SECTION I. EASEMENTS AND UTILITIES

1. In connection with the provision of water, storm sewer and sanitary sewer service of the lots are subject to the following provisions, to-wit:

(A) The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade or any other activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

(B) The Town of Skiatook, its successors and assigns shall be responsible for the installation of public water mains and/or public sanitary sewer facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(C) The Town of Skiatook, its successors and assigns through its proper agents and employees shall at all times have the right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

(D) Payment or landscape repair within utility easements as a result of repairs to water mains and public sanitary sewer facilities due to breaks or failures, shall be borne by the owners of the lots. This shall also apply to repairs of gas lines located within utility easements.

(E) Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation than public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstruction which would impair the drainage of storm and surface waters over and across said owner's lot.

(F) Within drainage easements, no structure, planting or other material shall be placed in or permitted to remain which may change the direction of flow through drainage channels in the easements. The governmental

regulatory authority with specific jurisdiction or the Homeowners Association or their representative(s) shall have the right to enforce this covenant along with the right to operate and maintain storm water facilities located within these easements.

(G) The foregoing covenants concerning water, storm sewer and sewer facilities shall be enforceable by the Town of Skiatook, its successors and assigns, and the owner of each lot agrees to be bound hereby.

2. In connection with the installation of underground electric and communication services, all of the lots are subject to the following provision, to-wit:

(A) Overhead lines for the supply of electric and communication services will be located along the west and south boundaries of said addition. Street light poles or standards will be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground in the easement-ways reserved for general utility services and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

(B) All houses will be served from underground electric or communication service lines. Underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such houses as may be located upon each lot. The service cables shall be installed in a trench or service cable to a particular house, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on each lot.

(C) The supplier of electric or communication services through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, operating, repairing, removing and replacing any and all public utilities, including, but not limited to, electric power lines, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for the same, including, but not limited to, poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with right of ingress and egress to and upon said easements and rights-of-way for use and purposes aforesaid, together with the right of ingress and egress to and upon said easements and rights-of-way for use and purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or rights-of-way as shown. Provided, however, that the Owner hereby reserves the right, to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to and upon said easements and rights-of-way of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other area.

(D) The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property, and shall prevent the alteration of grade or any other activity which may interfere with said electric or communication facilities. Said alteration of grade or any other activity which may interfere with said electric or communication facilities shall be limited to easement areas. The owner shall be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on each lot.

(E) The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.

3. Limits of No Access:

The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to North Leaphur Street, the bounds designated as "Limits of No Access" (LNA) as shown on the accompanying plat, which "Limits of No Access" may be amended or released by the Town of Skiatook Planning Commission or its successors or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto. The foregoing covenants shall be enforceable by the Town of Skiatook or its successors.

4. Reserve A:

Reserve A is hereby set aside and reserved as a private, mutual access easement to be maintained by the homeowners association. Homeowners association members shall have the exclusive but mutual use and benefit of Reserve A subject only to the right of reasonable use thereof for their respective normal and customary purposes by:

(A) Law enforcement agencies of the Town of Skiatook, County of Osage, the State of Oklahoma and its political subdivisions;

(B) The Town of Skiatook, all other agencies of the County of Osage, the State of Oklahoma and its political subdivisions, the United States of America or holders of previously existing easements burdening said Reserve A and for the use thereof as necessary or incident to the performance or function of their utility duties;

(C) Motorized vehicles of any type, except for public equipment (i.e. fire, ambulance, police) and maintenance equipment, are strictly prohibited from being operated upon any portions of Reserve A.

SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. Homeowners Association:

(A) Membership in a home owners association (as described in Paragraph 6) is mandatory of all lot owners in BRITTON MEADOWS. Each lot owner, in and after the initial occupancy of a home built on a lot, shall be deemed to be a member of the Homeowners Association.

(B) Lot owners in BRITTON MEADOWS shall be members of the BRITTON MEADOWS Property Owners Association, Inc. to be formed after the plat is filed. Each lot owner in BRITTON MEADOWS Property Owners Association, Inc. shall be entitled to one (1) vote per lot.

(C) Payment of dues and assessments established by BRITTON MEADOWS Property Owners Association, Inc. shall be mandatory of all members according to the Articles of Incorporation and/or By-Laws of the applicable association. Any unpaid dues and assessments shall constitute a lien on the members lot.

2. Architectural Committee:

(A) An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. Jim Roberts, Ken Cooper, and Roger Britton shall be the designated Architectural Committee. An additional member or substitute may be appointed by the committee. By mutual agreement of the Architectural Committee, the committee may be transferred to the BRITTON MEADOWS Property Owners Association, Inc.

(B) No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications thereof, exterior color scheme and material thereof, and plot plan, which plot plan shall show the location and footing of such building, have been approved in writing by the Architectural Committee, or their duly authorized successors. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility with the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or side violations.

(C) No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications thereof, exterior color scheme and material thereof, and plot plan, which plot plan shall show the location and footing of such building, have been approved in writing by the Architectural Committee, or their duly authorized successors. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility with the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or side violations.

(D) The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property, and shall prevent the alteration of grade or any other activity which may interfere with said electric or communication facilities. Said alteration of grade or any other activity which may interfere with said electric or communication facilities shall be limited to easement areas. The owner shall be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on each lot.

(E) The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.

3. All lots shall be single family residential lots only. All homes shall have a minimum of 2,100 square feet of finished living area. Two story homes must have a minimum of 2,500 square feet of finished living area with a minimum of 1,500 square feet of finished living area being on the first floor.

4. A garage providing space for a minimum of two (2) vehicles shall be attached to the house and shall be enclosed and attached. Carports are not permitted.

5. Roofs:

(A) Roofing on all residences shall be wood or self sealing composition shingles in a simulated "weathered wood" color (Heritage Type I or equal).

(B) Residences shall have a roof pitch of at least 8/12 over seventy-five percent (75%) of the total roof area.

6. No manufactured, pre-existing or off-site built residence or building may be moved onto any lot.

7. No out building or other permanent structure or improvement shall be built without prior written approval of the Architectural Committee. Said buildings or improvements, if approved, shall be built on site. All buildings shall be architecturally consistent with the principle residence on the lot.

8. Fences:

(A) No fencing shall extend beyond the front building line of any residence.

(B) A fence may not extend beyond that point nearest the street at each corner of the residence.

(C) Fences other than wood, brick, natural stone or green-link or black-link with wood posts and wood top rail must be approved by the Architectural Committee.

9. Fences or other obstructions shall not impair the flow of storm or surface water across a lot.

10. Each lot shall be finished ground so that it will drain in an unobstructed manner and resist erosion onto adjacent lots.

11. 75% exterior masonry coverage on front of house (excluding windows and doors) shall be required (brick, cultured block or stone or larger lot owner's choice). The Architectural Committee may approve, upon written request an exception to this provision. Side and rear elevations must have masonry to at least three feet (3') above ground.

12. Each Lot Owner shall completely add the entire front yard from the house to the street within 60 days after completion of construction of the house.

13. Each Lot Owner shall at all times have a minimum of two (2) trees of two inch (2") caliper or larger within the front yard area.

14. Driveways:

(A) All driveways shall be concrete with a 12 foot minimum width extending from the street to the house.

(B) Each driveway shall have a culvert with masonry headwalls situated at the entrance of each driveway. The pipe size shall be as depicted in the plat and shall be installed on the lot of the owner of the driveway.

15. Outside electronic reception/transmission devices shall be confined to the back yard and sufficient fencing to shield its view from adjacent owners shall be required by the Committee. Exceptions may be considered by the Architectural Committee.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations ten (2) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting of points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. Trees shall be permitted to remain within such distances of such intersection provided the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

17. Boats, trailers, campers, inoperative vehicles and other large vehicles or equipment shall be stored in the back yard of any lot. In such a way that it is not view from the street or of adjacent lot owners.

18. No exposed clothes lines poles or outdoor clothes drying apparatus will be permitted on any lot. Garbage and trash cans shall be concealed from view. Underground garbage and trash staking devices are not permitted.

19. So long as a rural type mailbox is in use in BRITTON MEADOWS by the United States Postal Service, the following standards shall apply: The mailbox shall be positioned so that the front face is approximately six (6') behind the back of the curb and the back of the mailbox shall be on the inside edge of the driveway. "Inside edge" shall mean the edge of the driveway which borders the largest contiguous lot area. The bottom of the mail receptacle shall be thirty-eight inches (38") from street level. The mailbox pedestal shall conform in design to that specific plan approved and adopted by the BRITTON MEADOWS Architectural Committee. The mailbox shall be 100% masonry.

20. No building shall be located beyond the minimum front and side building setback lines shown on the recorded plat. No building shall be located closer than ten (10) feet to any side lot line. No building may be located beyond the building line. No building can be situated in any easements or flood plains.

21. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The covenants herein contained or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entire and the pertinent sections of all instruments as a whole. The validity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed on its face, phrase, clause or provision, were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in BRITTON MEADOWS and the overall appearance of BRITTON MEADOWS subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

SECTION III. ENFORCEMENT, DURATION, AND SEVERABILITY

1. Enforcements:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

2. Duration:

Sections I and II of these covenants shall remain in full force and effect until December 17, 2020 and continued thereafter for successive periods of ten (10) years each, unless terminated or amended by consent of a majority of lot owners (one vote per lot) and the Developer (not less than two (2) lots owned), with the approval of the applicable utility companies and consent of the Town of Skiatook Planning Commission and Skiatook Town Council or their successors, or as otherwise provided by law.

3. Severability:

Invalidity of any restriction set forth herein, or any part thereof, by order, judgment, or decree of any court, or otherwise, shall not invalidate or affect the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Britton Meadows Development LLC, has caused this Certificate of Dedication and Restrictive Covenants to be executed this 21 day of December, 2000.

By: *James Roberts* Member/Manager

By: *Ken Cooper* Member/Manager

By: *Roger Britton* Member/Manager

STATE OF OKLAHOMA
COUNTY OF OSAGE

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of December, 2000, personally appeared *James Roberts* and *Ken Cooper*

Roger Britton to me known to be the identical persons who subscribed their names as the maker thereof to the foregoing instrument as its Member/Manager and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth therein.

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

My Commission Expires: 12-31-03

By: *Alan J. Ringle* Notary Public

CERTIFICATE OF SURVEY

I, Alan J. Ringle, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the above plat is a true and correct representation of the real estate and premises designated as "BRITTON MEADOWS", located in Osage County, State of Oklahoma.

WITNESS my hand and official Seal this 11th day of December 2000.

By: *Alan J. Ringle* Notary Public

STATE OF OKLAHOMA
COUNTY OF OSAGE

STATE OF OKLAHOMA
COUNTY OF OSAGE

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of December 2000, personally appeared Alan J. Ringle, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth therein.

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

My Commission Expires: 12-31-03

By: *Alan J. Ringle* Notary Public

STATE OF OKLAHOMA
COUNTY OF OSAGE

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