



AMENDMENT NO. 1

To

RIDGEVIEW ESTATES DEED OF DEDICATION ADOPTED JUNE 29, 2017

I-2017-011954 Book 2651 Pg: 748
08/07/2017 9:57 am Pg 0748-0750
Fee: \$ 21.00 Doc \$ 0.00

Jeanne M Heidlage Rogers County Clerk
State of Oklahoma

The Ridgeview Estates DEED OF DEDICATION dated August 17, 1998 and approved by Rogers County Planning Commission September 1, 1998 is hereby amended as follows:

CONDITIONS AND RESTRICTIONS (Items amended shown in bold)

A new provision/condition has been added: **Provision 9. No above ground outside pools shall be permitted.**

Provisions 9-14 shall be amended in renumbering only, to **Provisions 10-15.**

Provision 15 reads: Vehicles. Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood, or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the setback lines. Vehicles shall not be kept, parked, stood or stored on the yard.

Provision 15 is renumbered to Provision 16 (due to addition of new Provision) and is hereby amended as follows:

Provision 16: Vehicles. Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the setback lines. Vehicles shall not be kept, parked, stood or stored on the yard. **No vehicle larger than 1-ton will be allowed on premises except for maintenance of premises and no overnight parking in driveway or on the street shall be permitted, for 1-ton or larger vehicles.**

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Provisions 16-28 shall be amended in renumbering only, to **Provisions 17-29**.

Provision 30 added and reads as follows:

30. In the event that the RIDGEVIEW HOMEOWNERS ASSOCIATION Board of Directors is made aware of a covenant violation either by a Ridgeview Property Owner or on their own accord, the Directors may:

1. Investigate the reported covenant violation to determine if it is factual and if in their determination it is a covenant violation, then,
2. Notify the alleged violator in writing of the covenant violation including a date by which the violation must be corrected, through the following letters:

LETTER 1: Reminder letter of Restrictive Covenants and Fining Policy; Identify violation; Open door to communicate to the Directors.

LETTER 2: (Certified) Thirty (30) days after Letter 1: Last warning before fines will be assessed; Second reminder (Certified) of Restrictive Covenants and Fining Policy; Identify violation again; Open door to communicate to the Directors. If a covenant violation reoccurs, the Directors may begin the covenant violation process again at Letter 2.

And,

3. If the covenant violation is not corrected by the date specified or,

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4. The Directors may grant an extension to correct the covenant violation upon a written request by the violating property owner and,

5. If the covenant violation is not corrected by the date specified in (2), (3) or (4) above, the Directors are authorized to levy fines in the amount of \$50.00 (fifty dollars) per covenant violation against lot owners who fail to permanently rectify a covenant violation. The fines levied herein may accrue monthly at the rate of ten percent (10%) until covenant violation is rectified.

LETTER 3: Thirty (30) days after Letter 2; Fines begin accruing monthly; invoicing will begin; Open door to communicate to the Directors.

6. The Ridgeview Estates Home Owners Association reserves the right to use all available resources to recover these fines and their associated filing fees and interest, including but not limited to, property liens or other legal remedies.

RECOVERY PROCESS: Ninety (90) days after Letter 3 and/or fine(s) remain unpaid, the RHOA will begin a process to recover the fines in addition to their associated filing fees and interest charges.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

This Amendment to Ridgeview Estates Deed of Dedication is hereby approved by the Ridgeview Estates Homeowners Association body on June 29, 2017.


Lee Somers
President, RHOA

*Subscribed & sworn to
before me this 7th day of
August, 2017.*





*RETYPE FOR
LEGIBILITY*

**RIDGEVIEW ESTATES
DEED OF DEDICATION**

KNOW ALL PERSONS

3D PROPERTIES & DEVELOPMENT, LLC, hereafter referred to as "Developer" is the sole owner of the following described real estate in the County of Rogers, State of Oklahoma, to wit:

All that part of Section 6, Township 20 North, Range 15 East of the IBM, Rogers County, Oklahoma described as follows: Commencing at the Northeast Corner of Government Lot 2 of said Section 6; thence N89°56'26"W along the North Line of said Government Lot 2 a distance of 350.00 feet; thence S00°10'13"E a distance of 25.00 feet to the Point of Beginning; thence S00°10'13"E a distance of 380.00 feet; thence S89°56'28"E a distance of 350.00 feet to the East Line of said Government Lot 2; thence S00°10'13"E along said East Line of Government Lot 2 a distance of 70.69 feet to the point on the North Right-of-Way Line of Oklahoma Highway 266; thence S44°57'06"W along said North Right-of-Way a distance of 100.48 feet; thence S36°49'01"W along said North Right-of-Way a distance of 523.81 feet ; thence S44°47'11"W along said North Right-of-Way a distance of 473.92 feet; thence S89°55'25"W a distance of 600.60 feet along the South Line of said Government Lot 2; thence S00°11'49"E a distance of 331.85 feet along the East Line of the N 1/2, NE 1/4, SE 1/4, NW 1/4 of said Section 6; thence S89°54'57"W a distance of 660.82 feet along the South Line of the N 1/2, NE 1/4, SE 1/4, NW 1/4 of said Section 6; thence N00°12'44"W a distance of 331.95 feet along the West Line of the N 1/2, NE 1/4, SE 1/4, NW 1/4 of said Section 6; thence S89°55'27"W a distance of 792.51 feet along the South Line of Government Lots 3 and 4 of said Section 6; thence N00°13'32"W a distance of 1283.11 feet; thence S89°56'26"E a distance of 2426.48 feet to the Point of Beginning containing 77.01 Acres more or less.

and has caused the same to be surveyed, staked and platted into lots, blocks, streets and a park area in conformity to the plot herein contained and has caused the same to be named RIDGEVIEW ESTATES. The developer guarantees title to all land covered by said streets. The Developer dedicates to the public use, forever, the easements and rights-of way as shown on the plat for the several purposes of constructing, maintaining, operating, repairing or replacing any and all public utilities including storm and sanitary sewer, communication lines, electric power lines, transformers, pedestals, gas and water lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and right-of-ways for the use and purposes thereof.

CONDITIONS AND RESTRICTIONS

RIDGEVIEW ESTATES is an area of distinctive landscape and natural beauty. It is the desire of the Developer to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards.

The Developer, desiring to establish a compatible system of development and preserve the character of RIDGEVIEW ESTATES does hereby declare and establish the following restrictions, conditions, and protective covenants, to which all properties in this subdivision are subject.:

SPECIAL NOTE: LOT 1 OF BLOCK 4 IS A COMMERCIAL AREA AND IS EXEMPT FROM ANY AND ALL RESIDENTIAL DEVELOPMENT AND ZONING REQUIREMENTS. IT IS SUBJECT ONLY TO THE COMMERCIAL ZONING REQUIREMENTS.

1. Lot use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purposes. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height.

2. Dwelling size and material. No single story dwellings shall be erected in RIDGEVIEW ESTATES which have a living space of less than: Blk 3 Lots 1-4, 2200 square feet; Blk 3 Lots 5-7, 2500 square feet; Blk 3 Lots 8-28, 2700 square feet; Blk 3 Lots 29-31, 2500 square feet; Blk 2 Lots 1-14, 2500 square feet; Blk 1 Lots 1-13, 2200 square feet. Dwellings in excess of a single story shall have a minimum of 1400 square feet on the lower level. Square feet shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages.

No dwelling shall be erected, placed or constructed on any lot in RIDGEVIEW ESTATES unless at least fifty percent (50%) of the exterior walls thereof are brick or stone; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of the said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the Developer.

3. Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be as set by the City of Claremore-Rogers County Metropolitan Planning Area Subdivision Regulations.

4. Outbuildings. All tool sheds, hobby rooms or other out-building shall conform to the basic architecture of the dwelling and shall have at least thirty-five (35%) of the exterior thereof composed of masonry.

5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in RIDGEVIEW ESTATES except for a total of three (3) dogs, cats or other household pets and the suckling young of said animals. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirements for outbuildings herein.

6. Dwellings as residence. No trailer, tent, shack, garage, barn or other building shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence.

7. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to RIDGEVIEW ESTATES.

8. Mobile Homes. No mobile home shall be moved into or be present at RIDGEVIEW ESTATES.

9. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers and all incinerators and other equipment for storage of or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereof shall be kept clean, neat and mowed to the street.

10. Sanitary Disposal. Sewage is intended to be disposed of by individual septic tank disposal systems in accordance with the OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. Each lot owner shall be responsible for maintenance of the septic system serving the lot. The area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines. No outside toilets shall be allowed in RIDGEVIEW ESTATES and all sanitary arrangements must comply with local and state requirements.

11. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. Garages shall open to the side or rear of the dwelling and no garage door shall face any dedicated street unless approved in writing by the Developer. Carports shall not be permitted.

12. Driveways, Culverts. All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width. All driveways shall contain a drainage culvert of at least twelve (12) inches in diameter. Driveway drainage culverts shall be constructed with headwalls conforming to the masonry of the dwelling and shall allow for no exposed concrete, metal or piping.

13. Mailboxes. All mailboxes shall be enclosed in a brick or masonry structure which shall extend to the ground and shall conform to the dwelling.

14. Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footings.

15. Vehicles. Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood, or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the setback lines. Vehicles shall not be kept, parked, stood or stored on the yard.

16. Antennae. No television, radio, or other antennae or reception devices shall be constructed, or maintained on any lot without the written approval of the Developer.

17. Fences. No fences or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without approval of the Developer, no fence on any lot shall exceed six (6) feet in height. No fence shall be constructed without the written consent of the Developer.

18. Signs. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer or builder to advertise the property during the construction and sales period, unless approved in writing by the Developer.

19. Underground Utilities. In connection with the installation of underground utility services, all lots are subject to the following provisions, which are enforceable by the suppliers of each such utility, to-wit:

a. All supply lines shall be located in the easement-ways reserved for general services and streets as 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. Underground service lines to all houses may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house provided that upon the installation of such line to particular house, the supplier of electric 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 said house.

c. The supplier of utility service, through its proper agents and employees, shall at times have right of access to and upon 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 facilities so installed by it.

d. The owner of each lot shall be responsible for the protection of the underground utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said 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.

e. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound hereby.

20. Drainage Easements. No trees, shrubs or seedlings of any form shall be placed in drainage easements except certain grasses normally used for lawn purposes. No obstructions shall be placed or permitted to remain in any of the designated drainage-ways that would hinder or restrict the free and voluntary flow of water from its intended passageway.

21. Homeowners' Association. A homeowners' association has been established to maintain to Park Area and the entryway and for such other purposes as shall be deemed advisable. Owners of any lot within said subdivision shall by purchasing a lot, become a member of RIDGEVIEW ESTATES ASSOCIATION. Membership herein shall be thereafter appurtenant to the ownership of said lot. One cannot be transferred without the other. Assessments shall be made on a per lot basis. Membership in the Association shall be subject to assessments to be set by the membership. Such assessments shall be a lien on the lot assessed, but shall be subordinate to any first mortgage. All lawful acts, if any, of the Association, made under and pursuant to its Certificate of Incorporation by By-Laws in connection with the administration, upkeep and maintenance of certain common areas for use by owners and their guests within the community and lands described in the aforesaid declaration are and shall be binding upon the lots contained in RIDGEVIEW ESTATES and the owners thereof.

22. Park Area. The area designated on the plat as a "Park Area" is established by grant to the RIDGEVIEW ESTATES Association, an Oklahoma corporation, as a perpetual easement for the common use and benefit of the various lots within RIDGEVIEW ESTATES for the purpose of providing storm water detention facilities. Inspection and maintenance shall be performed by the RIDGEVIEW ESTATES ASSOCIATION in accordance with the following:

a. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City of Claremore - Rogers County Area Planning Commission, or its staff, or such agency, subdivision or department as it (The Commission) may designate.

b. Area covered by grass within the Park Area shall be mowed in season at regular intervals.

c. Concrete appurtenances to the Park Area shall be maintained in good condition, and replaced if damaged. The Park Area shall be kept free of trash and debris.

d. No fence, wall, planting, building or other obstruction may be placed or maintained within the Park Area without the written approval of the Commission.

e. Trickle channels, if any, within the Park Area shall be clean of siltation and vegetation.

f. Maintenance of the area shall be the responsibility of the RIDGEVIEW ESTATES ASSOCIATION, except that the Commission, its employees or agents, at their discretion, have the right to enter upon said easements for the purpose of improving and/or maintaining the same. There will be no compensation for such actions.

The Park Area and facilities shall be maintained by RIDGEVIEW ESTATES ASSOCIATION at its cost and in accordance with the standards prescribed herein, in the event of their failure to adequately and properly maintain the Park Area and facilities, the Commission or its designated contractor may enter upon such area, perform such maintenance, and the cost of such maintenance shall be paid by the owner of such property in the event such owner fails to pay the cost of such maintenance or any part thereof within thirty (30) days after completion of such maintenance, such costs shall be payable by the owners of lots within RIDGEVIEW ESTATES and shall be a lien against the Park Area and each lot within RIDGEVIEW ESTATES which may be foreclosed by the Commission. The Park Area or any part thereof may be terminated, released, amended, or cancelled upon resolution of the Commission.

The Developer further declares that the "Park Area" shall be for the exclusive common use and enjoyment of the RIDGEVIEW ESTATES ASSOCIATION. All owners shall show common courtesy and respect IN the use of this privilege. The owners of lots in RIDGEVIEW ESTATES acknowledge that they have and accept the sole duty to protect and safeguard the life, health, safety and property of themselves, their families and guest in connection with the use of RIDGEVIEW ESTATES and its improvements and, by accepting a deed to property in RIDGEVIEW ESTATES, release the developer and its agents from all claims for damages related thereto.

23. Enforcement. Enforcement to restrain or to recover damages for violation of the covenants may be brought by the Developer or an owner of any lot or having any interest therein, whether acting jointly or severally. The Developer and the Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

24. Approval of Plans. For the purpose of further insuring the development of RIDGEVIEW ESTATES as an area of high standards, the Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper.

25. Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in RIDGEVIEW ESTATES shall have standing to prosecute and proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought by the Developer to enforce any provision hereof, the Developer, if the prevailing party, shall be entitled to an award of attorneys fees to be taxed as costs.

26. No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

27. Severability. Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

28. Binding Effect; Amendments. These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of RIDGEVIEW ESTATES, which amendment shall be effective upon recording in the records of the Rogers County Clerk. The Developer reserves the right in its sole discretion and without joinder of any owner at any time, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged and filed in the office of the County Clerk of Rogers County Oklahoma.