

## PROTECTIVE COVENANTS FOR THE MOUNTAIN OF SOUTHRIDGE SUBDIVISION



STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF CHEROKEE )

That, Southridge Development Company, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that such is the owner of and the only person or entity having any right, title, or interest in and to the lands described as follows, to-wit:

THE MOUNTAIN OF SOUTHRIDGE, A subdivision of a part of the W1/2 W1/2 NW1/4 of Section 9 and a part of the NE1/4 NE1/4 of Section 8 and a part of the SW1/4 SW1/4 SW1/4 of Section 4, all in Township 16 North, Range 22 East, City of Tahlequah, Cherokee County, Oklahoma, according to the recorded plat thereof.

It is further certified that the said owner has caused said tract of land to be surveyed into blocks, lots, streets, and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, right-of ways, widths of streets, and easements for utilities. Said tract of land is hereby dedicated as the Mountain of Southridge Subdivision to the City of Tahlequah, Oklahoma and hereby dedicate reserves for installation and maintenance of utilities within the strips of land for easements, and those tracts dedicated to the public as specifically shown on the recorded plat. All land so dedicated to public use are free and clear of all encumbrances.

### PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of successors in title to the subdivision of said tract, the following restrictions and reservations are imposed to which it shall be incumbent on our successors to adhere:

1. All lots within the subdivision shall be known and designated as residential building lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and including an enclosed garage attached thereto for not less than two automobiles or more than three automobiles, and other outbuildings incidental to the residential use of such plot as set forth hereinafter. No open carports will be constructed on any lot. Once any part of the dwelling or any other structure is used for the purpose of a garage, thereafter it shall be prohibited from conversion to living space, separate living quarters, or other integral part of the living area. A port-cochere will be permitted.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. A plot is defined as all adjoining lots, or portions thereof, belonging to or later acquired by the same owner. In no event shall the distance between buildings be less than 10 feet at the front building line. No dwelling, detached garage or other building shall be located nearer than 5 feet to a side lot line unless built on multiple lots or more than one lot, and in such case, not nearer than 5 feet to the side property line of such plot. In such case a lot has boundaries on more than one street, the front of the residence will face the street in which the property address for the lot has been established by the City of Tahlequah.
3. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No recreational or commercial vehicle shall be parked in front of the front building line or within view from a street, except on a temporary basis for a period of no more than 3 consecutive days. No trucks in excess of 3/4 ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailer, golf carts, motorcycles, bicycles, boats or boat trailer or similar vehicles, other than standard passenger automobiles, pickup trucks, and vans with a capacity of 3/4 ton or less, will be parked, stored or in any manner kept or placed on any portion of a lot, unless enclosed in a garage or screened from view from any street. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to a property owner on a temporary basis.
6. No building shall be moved onto any lot. A detached storage building or a detached garage for not more than 2 cars shall be permitted, provided same is built on site at the same time or after construction of a residence in a location behind the existing residence. The exterior of such storage building or detached garage shall be of same character, nature, and construction design to the existing residence.
7. Those lots which border along Mill Road shall not use Mill Road for purposes of ingress or egress to or from any lot. No portion of any lot located within the Mountain of Southridge subdivision may be used to access any adjoining property which is not a part the subdivision.
8. All front, side, or rear exterior walls of all dwellings, garages, and other buildings shall be at least 70% masonry construction, consisting of stone, stucco, or brick. All exterior fireplace walls that are visible from view of any street must be masonry construction, stone, stucco, or brick. The color of the exterior of such structures shall be compatible, coordinated, and harmonious with the stone, stucco, or brick and other features of the structures in contrast with the natural setting of the area in which the structures are situated. Vivid or strong colors including, but not limited to turquoise, pink, purple, orange, bright yellow and bright blue will not be used on exterior painted or colored siding materials.
9. Metal roofs will not be permitted on any structure erected on any lot. Only roof colors found in nature such as shades of gray, brown, or black will be allowed. No white shingles will be used on any structure. The roof pitch or slope for any structure erected on any lot shall have a minimum rise of 7/12, meaning that the slope or pitch must have a vertical rise of no less than 7 inches for each 12 inch horizontal distance.

10. The floor area of the main residence, exclusive of porches and garage, shall not be less than 3000 square feet.
11. No chain link fences, or pens for purposes of containing dogs or other animals, will be allowed. Only ornamental wrought iron or similar type metal fencing shall be allowed on a property boundary line at a height of no more than 5 feet. Partial wood privacy fence partitions, prefabricated privacy fence, or similar type privacy fence partitions may be used on interior portions of a lot for the purpose of creating a privacy environment for a residence, pool area, or to create a privacy area for other improvements upon a plot, provided such fences are at a height of not more than 6 feet and are not located within 20 feet at a lot boundary.
- No walls shall be installed on the front portion of any lot in this subdivision, between the front lot line and the front building set back line, except decorative walls or planters which may extend not more than 10 feet in front of the front building line at a height of not more than 3 feet. No fence shall be constructed within 3 feet of any concrete drainage structure.
- No hedges, bushes, or landscaping shall be located on a property boundary over a height of 4 feet for the purpose of creating visual obstruction, or an alternate to fencing.
- Privacy fencing installed by developer and subsequently maintained by the Property Owners Association located along Mill Road and the Gated Entry area shall be allowed. All other fencing which is installed by the developer shall remain in the location constructed and of the same type and nature.
12. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from any street.
13. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.
14. Mailboxes for a residence should be constructed of brick, stone, or stucco, and of the same material and nature as the main residence.
15. Building materials may be stored for a period of 30 days prior to the start of construction. Construction of a residence must be completed within 18 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement.
16. Prior to time of construction, during and/or after construction, no rocks, earth, debris, downed trees, land fill, sand, construction materials or equipment will be placed, parked or stored on adjoining property or lots which do not belong to current lot owner. No portion of any adjoining lot or tract will be disturbed or the topography changed which does not belong to current lot owner. No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or lot within the subdivision. There will be no burning or other disposal or refuse out of doors, except the developer may burn timber from clearing right of ways during development of the subdivision under a burn permit obtained from the City of Tahlequah. Outside storage of building materials, old cars, or other salvage shall not be permitted.
17. All utility services including electrical, television, natural gas and telephone installations will be placed underground. There will be no visible towers or television antennas installed on any structure. Television satellites may be installed at such a location, if possible, where such is not visible from a street.
18. No above ground swimming pools will be allowed.
19. Sod grass will be laid upon a plot within 30 days from completion of a residence and each residence and any structure will be professionally landscaped on all sides facing a street within 6 months of completion of construction. Each lot owner will be responsible to maintain their lawn and landscape in a proper orderly mowed and trimmed manner at all times. No grass trimmings will be discharged upon a street, and each lot owner will maintain that portion of the street which fronts their lot, free and clear of grass cuttings, trash, dirt, and debris at all times, as further provided hereinafter in Section 29.
20. Each lot owner will be responsible to insure that proper interior lot drainage will be established whereas the drainage will be designed to flow to the street or established drainage reserves and shall not drain upon, interfere with, cause water runoff, or produce water erosion damage to or upon an adjoining lot.
21. Parking and driveway areas on each plot shall be designed to accommodate sufficient "off-street" parking for all vehicles of those persons residing at a residence. Parking in a street shall not be allowed, except for short term parking of guests for a term of not more than 24 hours.
22. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of no more than one square foot displaying the property address or one professional sign of not more than five square feet advertising the property for sale during construction or sales period.
23. No yard ornaments in excess of 24 inches in height, animal statues, portable basketball structures, or plastic vivid colored playground equipment will be placed on any lot in view of a street. Permanently installed basketball structures will be allowed, provided such are not located in front of a residence, and are only located in the rear or side yard area.
24. During the time of construction, and prior to completion of a residence, each owner shall have professionally constructed a concrete sidewalk fronting all street(s) which is 48 inches in width with a minimum depth of 4 inches. Said sidewalk shall be located 24 inches behind the curb back, have an elevation of no more or less than 3 inches above or below the curb top, have expansion cuts every 4 feet, and run the entire width of the plot. If an additional lot, or portion thereof, is later acquired by a lot owner which joins a current plot with an existing residence, then such additional lot, or portions thereof, shall have a sidewalk constructed upon the lot acquired within 60 days of the acquisition. No structures or fixtures of a permanent or temporary

nature will be allowed which block or prevent pedestrian sidewalk use.

This covenant shall not apply, and sidewalks shall not be required along Mill Road, that portion of Mountain Drive at the main entry, portions of Tract A or Tract B as determined by the developer, or those portions of Lot 61 and Lot 62 which front Mountain Drive.

25. Tract A and Tract B as identified on the Mountain of Southridge plat, shall be dedicated to the Mountain of Southridge Property Owners Association, and shall be maintained by the owners of lots as members of the Mountain of Southridge Property Owners Association, as further provided hereinafter in Section 26. The Easterly 10 feet of Lot 4 and Lot 5 which adjoin Tract A will be considered a "green-belt area" and shall remain in a current natural state.

26. In order to provide a coordinated arrangement for the maintenance of common improvements, preserve the high level of standards of these Protective Covenants, and create goodwill among all property owners of the Mountain of Southridge, there shall be created the Mountain of Southridge Property Owners Association, hereinafter referred to as the "Mountain POA" or "Association". Each property owner shall have membership in the Association based upon the number of lots owned in relation to the total number of lots contained within the subdivision. Each member of the Association shall be entitled to one vote for every whole lot owned.

As members of the Mountain POA, it shall be the cooperative responsibility of each and all property owners within the subdivision to maintain the common elements and improvements for the benefit, enjoyment, and use of each and all property owners, further referenced as: (a) Tract A and Tract B as shown on the plat, including all improvements thereon consisting of, but not limited to; landscape, masonry columns and walls, fountains, pumps, water clarity in lakes and waterfall fountains, pumps and fountain equipment, common lights and fixtures, irrigation, walking trails, fencing, parking areas, and benches within the common areas; (b) The main gated entry way at the intersection of Mountain Drive and Mill Road, and all appurtenances thereto including gate operating equipment and systems, irrigation systems, columns, pump systems, and fencing; (c) fencing and lawn care along right-of-ways of Mill Road where fronting the Mountain of Southridge subdivision; (d) ornamental street lights maintenance and repair; (d) street surface of all streets within the subdivision which shall be maintained as private streets for the benefit of the lot owners, street signs, and cul-de-sacs planters; (e) mowing along Mountain Drive right-of-way which is situated along Tract A and Tract B, that area south of Lot 4 and north of Lots 61 and 62; (f) that landscape and lawn "triangle" area lying south of the main entry which is located west of Southridge Road, south of Mill Road, and east of the Lakes of Southridge; all inclusive.

The Mountain POA shall be responsible for payment of utilities for lighting, pumps, irrigation, and gate systems; independent accounting or bookkeeping services for billing, collection of dues and maintenance of records; property taxes for Tracts A and B; and any other cost, responsibilities, or procedures as deemed necessary and appropriate to maintain the common elements as provided for the function and purpose of the Mountain POA.

The nature, design and landscaping of the entry ways, signs, brick columns, fences, road rights-of-ways and cul-de-sac planters, and any and all improvements constructed by developer shall not be changed from the original without the written approval of the owners of a majority of the lots within the subdivision.

There will be a committee or Board of (3) Trustees acting as managing members acting in behalf of the Mountain POA (The Board). It shall be the fiduciary duty of the Board to coordinate collection of the association fees, set budgets and fee assessments as deemed necessary, arrange maintenance for those common improvements as referenced above, to pay for utilities, and take proper and appropriate action to maintain high standards of the subdivision covenants. The Board shall have full power and authority to contract with any person or company (including, without limitations, the developer or any property owner) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and or such consideration as the Board may deem proper, advisable, and in the best interests of the Association. Neither any member, lot owner, developer, trustees and/ or Board officers of the Association shall be personally liable for the debts contracted for or otherwise incurred by the Association for any torts committed by or on behalf of the Association, or otherwise. Neither the developer, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion therefore, or for failure to repair or maintain the same.

The original Board Trustees shall be Scott Wright, Tommye Sue Wright and Jasen Wright, who shall remain Trustees until such time as he or she shall resign, assign his or her position, or is removed and replaced in an election called for said purpose. If a Trustee should resign, then the remaining Trustees shall fill the vacant position, or may conduct an election to replace a current Trustee. A Trustee may be removed upon receipt of a written request for removal signed by five percent (5%) of the owner of lots with the subdivision, and in such case, nominations and an election shall be held for a replacement Trustee within sixty (60) days from receipt of such written request. Nominations for a replacement Trustee may be made by any owner of a lot within the subdivision and the election shall be conducted by the Trustee Committee with a new Trustee elected by a majority of the votes of all of the lot owners voting in said election, with a lot owner having the same number of votes as the number of whole lots owned by said lot owner. The cost of the election shall be paid from the Association funds.

Every owner and each individual within an owner's family shall have a non-exclusive right and privilege of use, recreation, and enjoyment in and to the common improvements and such right and membership in the Association shall be appurtenant to and shall pass with the title of each respective Lot; provided however, such right of use shall not give any person (excluding the Developer and the Association), the right to make alterations, additions or improvements to the common improvements.

Each owner of a lot as a member of the Association shall pay a Property Owner Association fee in the amount of Fifty Dollars (\$50) per month which is due and payable on the first day of each month in advance, or such reasonable amount as may be deemed necessary and approved by the Mountain Property Owners Association Board, for each lot owned, and prorated for any portion or part of a lot owned. The Board may allow payment of such association fees on a monthly, quarterly, or annual basis, as may be requested by a lot owner. The developer shall not be responsible for payment of association dues for any lot, but until such time that the Property Owner Association dues are sufficient to service the maintenance of common areas as provided herein, or until such time as there are over 40% of lots sold to others, the developer will be responsible for supplementing funds and/or providing services at the option of developer, sufficient to properly maintain the common areas. Any lot purchased by building contractor for the purposes of constructing a speculative home for resale purposes shall not be subject to the monthly Association maintenance fee while such home is unoccupied.

If any assessment, or any part thereof, is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with non-compliance charges as provided in Paragraph 30, and interest thereon at the maximum rate allowed under applicable law and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors, and assigns. The Board shall have the right to reject partial payment of an unpaid assessment and demand the full payment thereof. The obligation for unpaid assessments shall be unaffected by any sale or assignment of a lot, and shall continue in full force and effect. No owner may waive or otherwise escape liability for any assessment provided herein by non-use of the common properties or abandonment of a lot or property owned.



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

28. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other normal household pets may be kept, provided that they are not kept, bred or maintained for any commercial use, and provided they are kept within fenced areas. Under no condition, shall a pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner.

29. Each owner and occupant of any part of a lot shall jointly and severally have the responsibility and duty at their sole cost and expense, to keep each lot and any improvements thereon well-maintained including buildings, improvements, and grounds in a safe, clean, and attractive condition at all times. Maintenance shall include, but not limited to, the following: (a.) prompt removal of all litter, trash, refuse, and waste; (b.) lawn moving and edging along all concrete driveways, sidewalks, and curb; (c.) tree and shrub pruning; (d.) watering; (e.) maintaining exterior lighting and mechanical facilities in good working order; (f.) maintaining lawn and landscape alive, free of weeds, and attractive; (g.) maintaining parking areas, driveways, and walkways in good repair; (h.) complying with all governmental, health, and police requirements; (i.) repainting of improvements; (j.) immediate repair of any and all exterior damage to dwellings or improvements. Any and all exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents, street traffic, or adjacent property owners.

30. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them shall violate or attempt to violate any of the covenants herein, including failure to pay Association dues as provided in Section 26, it shall be lawful for any other person or persons owning any real property situated in the Mountain of Southridge subdivision, and/or the Mountain Property Owners Association, to notify the property owner in violation, and thereafter, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him, her, or them from so doing or to recover damages or other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, a reasonable attorney fees and court costs incurred in such litigation.

A property owner shall have the right to receive prior notice to bring their property into compliance regarding any protective covenant violation, or payment of delinquent Association dues, in advance of legal action. The procedures regarding a property which is in violation of any protective covenant shall be as follows: (a) Letter of non compliance be sent certified mail to the property owner containing specific details of the protective covenants violation; (b) The property owner shall have 30 days from receipt of such certified notice for the correction of seasonable items such as lawn mowing or payment of outstanding Property Owner Association dues. For all other violations, the property owner shall have 60 days to correct the violation to bring their property into compliance; (c) If the violation of such protective covenant is not corrected within the time periods as set forth above, then the property owner shall be considered in violation of the protective covenant and subject to prosecution and proceedings at law, including the obligation for payment of a noncompliance fee in the sum of \$200 for every month the violation exists from the date the original notice of noncompliance is issued until the property is brought into compliance.

31. These covenants shall run with the land and shall be binding on all parties, all lot owners, and all persons claiming under them until December 31, 2031, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by the record owners of 70% of the lots have been recorded agreeing to change said covenants in whole or in part.

WITNESS the hand and seal at Tahlequah, Oklahoma, this 16<sup>TH</sup> day of JUNE, 2011.

Southridge Development Company, L.L.C.,  
an Oklahoma Limited Liability Company

By: 

Scott Wright, Managing Member

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF CHEROKEE    )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16<sup>th</sup> day of June, 2011, personally appeared Scott Wright, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's managing member and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Limited Liability Company, for the uses and purposes therein set forth.

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

My Commission Expires:

7/24/11  
# 07007044

**SHAWNA SHELL**  
NOTARY PUBLIC--STATE OF OKLAHOMA  
CHEROKEE COUNTY  
My COMMISSION EXPIRES Jul. 24, 2011  
COMMISSION #07007044

  
Notary Public

I-2011-003985 Book 1014 Pg: 460  
06/16/2011 4:00 pm Pg 0457-0460  
Fee: \$ 19.00 Doc: \$ 0.00  
Marshel Bennett - Cherokee County  
State of Oklahoma

**AMENDMENT TO  
PROTECTIVE COVENANTS FOR THE MOUNTAIN  
OF SOUTHRIDGE SUBDIVISION**



STATE OF OKLAHOMA           )  
  ) SS  
COUNTY OF CHEROKEE       )

Southridge Development Company, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that such is the owner of more than seventy percent (70%) of the lots within the lands described as follows, to-wit:

THE MOUNTAIN OF SOUTHRIDGE, A subdivision of a part of the W1/2 W1/2 NW1/4 of Section 9 and a part of the NE1/4 NE1/4 of Section 8 and a part of the SW1/4 SW1/4 SW1/4 of Section 4, all in Township 16 North, Range 22 East, City of Tahlequah, Cherokee County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the Protective Covenants for the Mountain of Southridge Subdivision are recorded in Book 1014, at Pages 457, 458, 459, and 460, in the Office of the County Clerk of Cherokee County, Oklahoma, on June 16, 2011.

WHEREAS, Section 31 of the Protective Covenants for the Mountain of Southridge Subdivision provides for the right to change or amend said covenants, if signed by the record owners of 70% of the lots.

WHEREAS, Southridge Development Company is the current record owner of 59 lots in the Mountain of Southridge Subdivision, or 89% of the total lots.

NOW THEREFORE, Section 10 of the Protective Covenants for the Mountain of Southridge Subdivision shall be, and is hereby amended as follows:

*10. The floor area of the main residence, exclusive of porches and garages, shall not be less than 3000 square feet for Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 56, 57, 58, 59, and 60; the main residence, exclusive of porches and garage, shall not be less than 2100 square feet for Lots 1, 2, 3, 61, 62, 63, 64, 65, and 66; and, the main residence, exclusive of porches and garage, shall not be less than 2400 square feet for Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 55.*

All other Protective Covenants for the Mountain of Southridge Subdivision shall remain unchanged, and in full force and effect.

WITNESS the hand and seal at Tahlequah, Oklahoma, this 8th day of September, 2014.

Southridge Development Company, L.L.C.,  
an Oklahoma Limited Liability Company

By:   
Scott Wright, Managing Member

STATE OF OKLAHOMA       )  
                                      ) SS:  
COUNTY OF CHEROKEE    )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of September, 2014, personally appeared Scott Wright, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's managing member and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Limited Liability Company, for the uses and purposes therein set forth.

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

My Commission Expires:

7/24/15  
# 07007044



  
Notary Public

# **SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR THE MOUNTAIN OF SOUTHRIDGE SUBDIVISION**



STATE OF OKLAHOMA )  
COUNTY OF CHEROKEE ) SS )  
I-2021-007109 Book 1321 Pg: 368  
08/12/2021 3:01 pm Pg 0368-0368  
Fee: \$ 18.00 Doc: \$ 0.00  
Cheryl Trammel - Cherokee County Clerk  
State of Oklahoma

Southridge Development Company, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that such is the owner of more than seventy percent (70%) of the lots within the lands described as follows, to-wit:

THE MOUNTAIN OF SOUTHRIDGE, A subdivision of a part of the W1/2 W1/2 NW1/4 of Section 9 and a part of the NE1/4 NE1/4 of Section 8 and a part of the SW1/4 SW1/4 SW1/4 of Section 4, all in Township 16 North, Range 22 East, City of Tahlequah, Cherokee County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the Protective Covenants for the Mountain of Southridge Subdivision are recorded in Book 1014, at Pages 457, 458, 459, and 460 in the Office of the County Clerk of Cherokee County, Oklahoma, on June 16, 2011, and by subsequent Amendment recorded in Book 1102, at Page 0235 in the Office of the County Clerk of Cherokee County, Oklahoma, on September 19, 2014.

WHEREAS, Section 31 of the Protective Covenants for the Mountain of Southridge Subdivision provides for the right to change or amend said covenants, if signed by the record owners of 70% of the lots.

WHEREAS, Southridge Development Company, L.L.C., is the current record owner of 47 lots in the Mountain of Southridge Subdivision, or 71% of the total lots.

NOW THEREFORE, Section 10 of the Protective Covenants for the Mountain of Southridge Subdivision shall be, and is hereby amended as follows:

10. *The floor area of the main residence, exclusive of porches and garages, shall not be less than 3000 square feet for Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 56, 57, 58, 59, and 60; and, the floor area of the main residence, exclusive of porches and garage, shall not be less than 2100 square feet for Lots 1, 2, 3, 61, 62, 63, 64, 65, and 66; and, the floor area of main residence, exclusive of porches and garage, shall not be less than 2400 square feet for Lots 24, 25, 36, 37, 38, 39, 40, 49, 50, 51, 52, 53, 54, and 55; and, the floor area of the main residence, exclusive of porches and garages, shall not be less than 1800 square feet for Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 41, 42, 43, 44, 45, 46, 47, and 48*

All other Protective Covenants for the Mountain of Southridge Subdivision shall remain unchanged, and in full force and effect.

WITNESS the hand and seal at Tahlequah, Oklahoma, this 12th day of August, 2021.

Southridge Development Company, L.L.C.,  
an Oklahoma Limited Liability Company

By: \_\_\_\_\_

Scott Wright, Managing Member

STATE OF OKLAHOMA )  
COUNTY OF CHEROKEE ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of August, 2021, personally appeared Scott Wright, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as it's managing member and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Limited Liability Company, for the uses and purposes therein set forth.

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

My Commission Expires:

7/24/2023  
# 07007044



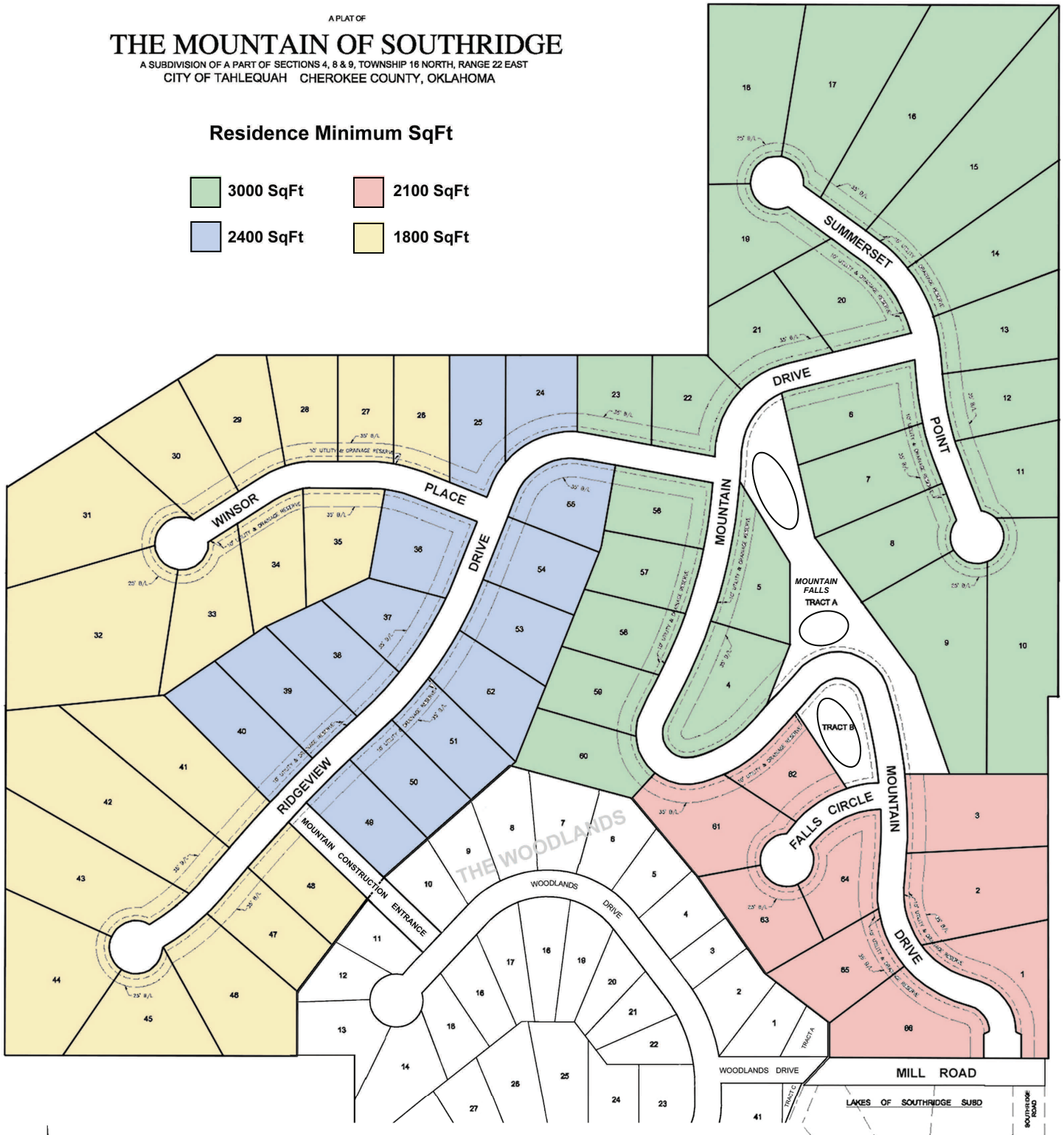
Shawna Shell  
Notary Public



A PLAT OF  
**THE MOUNTAIN OF SOUTHRIDGE**  
 A SUBDIVISION OF A PART OF SECTIONS 4, 8 & 9, TOWNSHIP 18 NORTH, RANGE 22 EAST  
 CITY OF TAHLEQUAH CHEROKEE COUNTY, OKLAHOMA

**Residence Minimum SqFt**

 3000 SqFt	 2100 SqFt
 2400 SqFt	 1800 SqFt



Offered Exclusively by



Contact Any Agent at Wright Real Estate  
 For Further Details About the Mountain  
 918-456-5288