

**OWNER'S CERTIFICATE, DEDICATION
AND RESERVATIONS
HOCHATOWN HIDDEN ACRES**



STATE OF OKLAHOMA)
) SS
COUNTY OF McCURTAIN)

KNOW ALL MEN BY THESE PRESENTS:

On this 4 day of August, 2022, Hochatown Hidden Acres, LLC (the "Developer"), the owner of Hochatown Hidden Acres, and individual tracts therein, located in McCurtain County, State of Oklahoma, described in the attached Exhibit A, does agree to and establish the covenants below.

Hochatown Hidden Acres, LLC, hereby certifies that it has caused the real property described herein to be surveyed into Tracts 1 - 120 under the name of Hochatown Hidden Acres, the plat of which was recorded in the records of the Office of the County Clerk of McCurtain County, Oklahoma on August 4, 2022 in Plat Cabinet Number 2 at Page 325, and hereby dedicates to public use, subject to the conditions and restrictions hereinafter named, all of the roadway easements, as shown on said plat. We further dedicate and reserve the utility and drainage easements described herein.

PROTECTIVE COVENANTS

1. All tracts shall be used solely for residential purposes and nightly rentals. There shall be no commercial business conducted or permitted on any tract other than nightly cabin rental.
2. Homes and/or cabins in the subdivision shall be no less than 1,600 square feet under roof, including porches.
3. No structures shall be erected, altered, placed or permitted to remain on any tract other than one (1) single family dwelling, one (1) detached private garage and other outbuildings incidental to residential use of the building site.
4. There shall be no outside construction or land clearing on Saturdays, Sundays, or national holidays within 1000 feet of inhabited or rented cabins. All outside construction must take place between the hours of 7:30 AM to 6:00 PM.

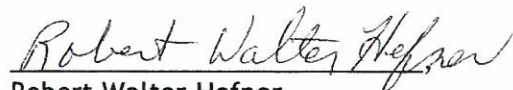
5. All structures shall be sightly, of neat construction and of character to enhance the value of the property in the subdivision.
6. Easements for roadways and for the installation and maintenance of utilities and drainage facilities are herein reserved and dedicated for public use. Within these easements, no improvements, structures, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, use, or maintenance of the easements, which may cause the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that said animals do not become nuisances to the surrounding property owners.
8. No sign of any kind shall be displayed to the public view on any residential tract except one professional sign of not more than five (5) square feet, advertising the property for sale, or signs used by a builder during the construction and sales period. Cabin signage shall be mounted on posts no higher than 5 feet off the ground. Signage shall not be mounted on trees.
9. No debris, junk, or unsightly accumulation of materials shall be allowed to remain on the premises. Burning of debris, trash or building materials shall not be allowed on the premises.
10. No tract shall be used for outside storage; any materials stored on premises must be kept in an enclosure, complete with roof and sides.
11. No automobile or automobiles may be parked on any tract unless such automobile is on inflated tires and in mechanical operating condition.
12. During the time in which a home or cabin is under construction (which time may not exceed nine (9) months), the owner of the tract may park a motor home or camper trailer upon said owners tract. After the earlier completion of said construction or said nine (9) month period, no such motor home or camper trailer may be parked on the owner's tract unless parked under an enclosure.
13. No chain link or privacy fences shall be constructed or placed upon any tract in the subdivision.
14. Roof pitch and color must be consistent within the other cabins in the subdivision and must be approved by either the Developer by or the Homeowner's Association. Approval shall not be unreasonably withheld.
15. Blue roofs are not permitted in the subdivision.

16. All buildings must be constructed with natural/natural looking materials such as wood, simulated wood, stone, cultured stone. Buildings constructed with brick, stucco or any other man made materials are not permitted. There shall be no metal buildings on the premises. No mobile homes or manufactured homes shall be permitted.
17. There shall be no construction of any kind in the creek located on various tracts in the subdivision, as shown on the recorded plat.
18. There shall be only one (1) cabin per acre unless approved by the Developer or the Homeowner's Association. Buildings shall not be placed within 30 feet of any tract boundary unless approved by the Developer or the Homeowner's Association. Building placement must be approved by the Developer or the Homeowner's Association prior to beginning construction.
19. At such time that the Developer has sold 50% of the tracts in the subdivision, a Homeowner's Association may be formed for the mutual benefit of the subdivision's property owners. All tracts in the subdivision shall be subject to the fees, assessments and other actions legally imposed or taken by the Homeowner's Association.
20. The Developer shall collect an initial homeowner's fee of \$1,500.00 for each tract sold. Said fees shall be used for the upkeep of roads and other common areas and services. Upon the formation of a Homeowner's Association, the annual fee will be reviewed and determined by the majority vote at each annual Homeowner's Association meeting.
21. Septic systems must be in strict compliance with DEQ requirements.
22. Driveways for personal use must originate from a point of the original dedicated/platted roads of the Subdivision and shall terminate at a point not outside of owner's original Tract. It is the intent of this covenant to prohibit ingress and egress from any other area or adjoining Tract. However, this prohibition does not apply in the event that the owner of a Tract receives a written easement to access said Tract from the owner(s) of adjacent property lying outside Bear Ridge subdivision.
23. Any approvals required herein by the either the Developer or the Homeowner's Association must be in writing and signed by an authorized representative of said entity.
24. A Road Assessment District (Oklahoma Statues, Title 19, Section 1236, et seq.) may be formed to maintain and improve the roads of the subdivision.
25. These restrictions and covenants are to run with the land and shall be binding on all present and future owners of tracts in the subdivision and all parties and persons claiming under them unless a recorded instrument signed by the owners of a majority of said tracts changes said restrictions and covenants in whole or in part.

26. In the event of a violation of any of the covenants herein, it shall be lawful for either the Developer or the Homeowner's Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent them from so doing or to recover damages or other dues for such violation.
27. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

HOCHATOWN HIDDEN ACRES, LLC

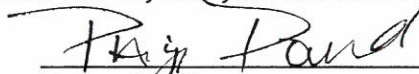
By its Manager, HLC Land Management, LLC


Robert Walter Hefner
Manager of HLC Land Management, LLC

STATE OF OKLAHOMA)
) SS.
McCURTAIN COUNTY)

Before me, the undersigned notary public, in and for the said County and State, on this 4 day of August, 2022, personally appeared ROBERT WALTER HEFNER, Manager of HLC Land Management, LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.



Notary Public

