

**TOWN SQUARE ADDITION
SECTION 4**

Covenants, Conditions and Restrictions

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE TOWN SQUARE ADDITION, SECTION 4**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWN SQUARE ADDITION, SECTION 4 (this “**Declaration**”) is made by Town Square Commons, LLC, an Oklahoma limited liability company (the “**Declarant**”).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the City of Edmond, Oklahoma County, Oklahoma, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference which is covered by the plat recorded on May 10, 2017 in Plat Book PL75 at Page 54 of the office of the County Clerk of Oklahoma County (the “Property”), and the Declarant desires to subject the Property to the provisions of this Declaration and to develop the property as Town Square Addition, Section 4, a planned development and community, and to provide a method for the administration and maintenance of the Property; and

WHEREAS, this Declaration is a supplement to the Declaration of Covenants, Conditions and Restrictions for the Town Square Commons Addition (“Covenants”, which term shall include all supplements and corrections thereto) recorded on June 25, 2014 in Book 12567 at Page 1231 in the records of the office of the County Clerk of Oklahoma County, State of Oklahoma as supplemented by the Declaration of Covenants, Conditions and Restrictions for the Town Square Commons Addition, Section 2 recorded on February 27, 2015 in Book 12759, Page 1248 as corrected by the Correction Declaration of Covenants, Conditions and Restrictions for the Town Square Commons Addition, Section 2 recorded on March 17, 2015 in Book 12774, Page 462; as further supplemented by the Declaration of Covenants, Conditions and Restrictions for the Town Square Commons Addition, Section 3 recorded on May 5, 2016 in Book 13112, Page 513; and

WHEREAS, on May 5, 2016 at Book 13112, Page 464, the Declarant recorded the Correction to Declarations of Covenants Corrections and Restrictions to correct a scrivener’s error in the Covenants and the Supplemental Covenants to remove the word “Commons” from the name of the addition as set forth therein in order to conform with the recorded plats; and

WHEREAS, Declarant desires to subject the Property and the lots located therein (the “Lots”) to the Declaration of Covenants, Conditions and Restrictions for the Town Square Addition pursuant to Article II, Section 2.02 of the Covenants to create a contiguous residential community with the benefits and burdens described in the Covenants; and

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Declaration of Covenants, Conditions and Restrictions for Town Square Addition, as supplemented and corrected, recorded in Book 12567 at Page 1231 in the records of the office of the County Clerk of Oklahoma County, State of Oklahoma which shall touch, concern and run with title to the

Property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in or to the Property, including heirs, trustees, representatives, successors, and assigns.

ARTICLE 1

“Common Area”, as defined in the Covenants shall be expanded to mean all of the Common Areas defined in the Covenants and, in addition, the Common Area within the boundaries of the Property as designated on the recorded plat or hereafter designated in writing by Declarant and conveyed to the Association.

ARTICLE 2

Owners of property subject to this Declaration, including the Declarant, shall be members of Town Square Commons Homeowners Association, Inc. and shall be entitled to all the rights, privileges and subject to all the burdens of such membership, including the obligation to pay assessments, described in the Covenants. Such owners shall also be subject to the Certificate of Incorporation, Bylaws, and Rules and Regulations of such Association as from time to time are established and/or amended.

ARTICLE 3

Section 9.25.01 of the Covenants, as applied to the Property only (that is, only in Section 4 and any future Sections so designated by Declarant), shall be replaced in its entirety with the following:

9.25.01 Square Footage; Stories. No Dwelling or other structure shall be constructed on any Lot which has a height exceeding two (2) stories. All Dwellings constructed on Lots shall have a minimum of 1,800 square feet of living space (heated dwelling space). All Dwellings and structures constructed on Lots which possess multiple floors shall contain a minimum of 1,500 square feet of living space (heated dwelling space) within the first floor of any such Dwellings.

ARTICLE 4

Section 9.25.06 of the Covenants, as applied to the Property only (that is, only in Section 4 and any future Sections so designated by Declarant), shall be replaced in its entirety with the following:

9.25.06 Fences. Notwithstanding Section 9.05, chain-link fences are not allowed within the Development and will not be approved by the Committee. No fence may be constructed, erected, placed or maintained forward of the front building limit or setback line on each Lot as shown on the recorded plat thereof or as set forth in this Declaration. No double fencing is allowed. The following are generally acceptable types of fences: (A) Wrought iron fences not less than four

(4) feet in height; (B) Brick or stone fences that match or complement the materials used in the residence; or (C) Cedar fences with metal posts. Types of fences that are not acceptable include standard stockade fences, PVC fences, and cyclone or chain link fences: except plastic-coated chain link fencing material may be used for dog runs within a rear yard provided it is not visible from any neighboring property or from any street. Wooden fencing must be sealed and/or stained with clear/natural cedar color.

The location, type and style of all fences must be approved by the Committee and shall be of uniform construction and uniform height measured at the top of the fence. Fences located in a yard other than front yard shall not exceed 6 feet in height and shall be located no closer to the street than the building set back line located on the lot. No lot shall be used, developed and/or fenced in such a manner so as to create an additional yard area for an adjoining Lot without the written consent of the Committee.

The fencing along the rear property line of lots and homes on the ponds, lakes and creeks will consist of a community standard Ameristar (Montage) product consistent with the development. The Ameristar (Montage) product will run the rear property line and extend up the side property line a minimum 10 feet where a fence in compliance with this section shall start. Such fence will extend along the side property line to the front of the house, no closer to the street than the building set back line located on the lot

ARTICLE 5

In all other respects, the Covenants shall remain in full force and effect as filed.

ARTICLE 6

McCaleb Homes, Inc. is the Owner of Dwellings or Lots within the Property as of the time of execution and recording of these Declarations. By its signature hereon, McCaleb Homes, Inc. evidences its consent to these Declarations and its intent that the Dwellings and Lots within the Property that it owns be subject to, and burdened by, these Declarations in all respects and to the same extent as all Dwellings and Lots owned by Declarant. MCCALED HOMES, INC. IS NOT THE DECLARANT AND ITS SIGNATURE HEREON DOES NOT CONSTITUTE, NOR SHALL SUCH SIGNATURE BE CONSTRUED AS, AN ASSUMPTION BY MCCALED HOMES, INC. OF ANY OBLIGATION OR DUTY OF THE DECLARANT.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration, this ____ day of June, 2017.

TOWN SQUARE COMMONS, LLC,
an Oklahoma limited liability company

By: _____
Caleb McCaleb, Manager

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of June, 2017, by Caleb McCaleb, as Manager of TOWN SQUARE COMMONS, LLC, an Oklahoma limited liability company, on behalf of the company.

Notary Public
My Commission Expires:

**EXECUTION BY MCCALED HOMES, INC,
IN ACCORDANCE WITH ARTICLE 6, ABOVE**

McCaleb Homes, Inc.,
an Oklahoma corporation

By: _____
Caleb McCaleb, President

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of June, 2017, by Caleb McCaleb, as President of McCaleb Homes, Inc., an Oklahoma Corporation, on behalf of the company.

Notary Public
My Commission Expires:

EXHIBIT A
TOWN SQUARE ADDITION
Section 4

LEGAL DESCRIPTION

A tract of land in the Southwest Quarter (SW/4) of Section Twenty (20), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of said SW/4; Thence North 89°34'20" East along the South line thereof a distance of 2,323.11 feet to the POINT OF BEGINNING:

Thence North 00°25'40" West a distance of 70.00 feet;
Thence North 00°28'40" West a distance of 270.00 feet;
Thence South 89°34'20" West a distance of 70.00 feet;
Thence North 00°28'40" West a distance of 290.11 feet;
Thence North 89°34'20" East a distance of 70.00 feet;
Thence North 00°28'40" West a distance of 16.57 feet;
Thence North 08°10'09" West a distance of 121.08 feet;
Thence North 04°05'46" West a distance of 60.12 feet;
Thence North 00°28'40" West a distance of 120.00 feet;
Thence North 00°29'13" East a distance of 60.01 feet;
Thence North 06°57'04" East a distance of 121.02 feet;
Thence North 02°27'56" East a distance of 65.09 feet;
Thence North 00°28'40" West a distance of 130.00 feet;
Thence North 89°27'51" East a distance of 310.00 feet to a point on the East line of said Southwest Quarter (SW/4);
Thence South 00°28'40" East, along the East line of said Southwest Quarter (SW/4), a distance of 1,322.25 feet to the Southeast corner of said Southwest Quarter (SW/4);
Thence South 89°34'20" West a distance of 310.06 feet to the POINT OF BEGINNING.

Containing 437,194.40 square feet or 10.0366 acres, more or less.