

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

BROOKWOOD FARMS III

KNOW ALL MEN BY THESE PRESENTS:
RDS Investments, LLC, hereinafter referred to as the "Developer" is the owner of the following described land in Wagoner County, Oklahoma (the "Property") to-wit:

A tract of land located in the West Half of the East Half of the Northwest Quarter (W/2, E/2, NW/4) of Section 15, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. The bearings are based on NAD83(93) Oklahoma State Plane Coordinate system. North Zone, said tract of land being more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Northwest Quarter of Section 15, T-17-N, R-15-E; thence S 88°43'02"W and along the North line of the Northwest Quarter a distance of 660.88 feet to the Point of Beginning of the Legal Description; thence continuing along the North line of the Northwest Quarter S 88°43'02"W a distance of 660.86 feet to the Northwest corner of the East Half of the Northwest Quarter (E/2, NW/4) of said Section 15; thence S 01°28'38"E and along the West line of the East Half of the Northwest Quarter (E/2, NW/4) a distance of 2645.22 feet to a point on the South line of the Northwest Quarter (NW/4), said point being the Southwest corner of the East Half of the Northwest Quarter (E/2, NW/4); thence N 88°51'33"E and along the South line of the East Half of the Northwest Quarter (E/2, NW/4) a distance of 497.52 feet; thence N 01°29'49"W a distance of 330.66 feet to a point of curve; thence along a curve to the right, having a radius of 450.00 feet, and a curve length of 167.66 feet; thence N 01°29'49"W a distance of 2285.65 feet to the point of beginning and containing 38.84 acres, more or less.

And has caused the above described tract of land to be surveyed, staked, platted and subdivided into twenty seven (27) lots and four (4) blocks, in conformity with the accompanying Plat, and has designated the subdivision as "Brookwood Farms III", a subdivision in Wagoner County, Oklahoma.

NOW, THEREFORE, Developer hereby declares that all of the Property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Brookwood Farms III (the "Addition"). These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

SECTION I. STREETS, EASEMENTS AND UTILITIES

Now, therefore, the Undersigned Owner/Developer hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner/Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the County of Wagoner and approved by the Wagoner County Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by Wagoner County, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner/Developer, for the purpose of providing and orderly development of the property above-described, hereinafter referred to as BROOKWOOD FARMS III and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner/Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within BROOKWOOD FARMS III.

A. Water Service and Sanitary Sewer
In connection with the provisions for water services and aerobic sewer service all of the Lots in BROOKWOOD FARMS III are subject to the following covenants and restrictions, to-wit:

1. **Water Facilities:** The owner of each lot shall be responsible for the protection of the public water mains located on such owner's lot and shall prevent the alteration of grade in excess of three (3) inches from the original contours or from any construction activity which may interfere with said facilities. Said alteration of grade restrictions shall be limited to the easement areas.

Wagoner County Rural Water District (RWD) No. 5 shall be responsible for ordinary maintenance of its facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. RWD No. 5 shall have the right to access with its equipment all easement ways shown on the plat for installing, maintaining, removing or replacing any portion of its underground water facilities. The foregoing covenants concerning water facilities shall be enforceable by Wagoner County RWD No. 5 and the owner of each lot agrees to be bound hereby.

2. **Landscape and Paving Repair:** The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains. No lot owner shall plant any trees or shrubbery in dedicated utility easements or rights-of-way which would potentially endanger, threaten or harm any water utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or right-of-way, the District shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

3. The owner of each lot shall be responsible for the protection of the private sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with the sanitary sewer facility.

4. **Sanitary Sewage** shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage disposal systems. No other onsite sewage disposal systems shall be allowed without written approval from the Developer. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set forth by the Oklahoma Department of Environmental Quality.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the East and North lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Transformers and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot; provided that upon the installation of such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade on any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.

C. The Undersigned Owner/Developer will do the following: All streets shall be graded, base material applied and surface paved in accordance with the current Engineering Design Standards of Wagoner County to include bar ditches, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the County Engineer by the Owner, at his expense, and in compliance with the Engineering Design Standards of Wagoner County. Sidewalks may be constructed at the time of the construction of the lot improvements. The streets and storm sewer shall be maintained in good repair by the Owner/Developer for a period of Two (2) years after the County's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner/Developer for a period of One (1) year after the County's written acceptance of the construction.

D. Paving and Landscaping Within Easements.
The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains or public storm sewer. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten, or harm any public utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the Rural Water District or the holders of any easement within the Property shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

E. Storm Sewer

1. Wagoner County, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the Drainage Easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

3. Wagoner County, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

4. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

5. The foregoing covenants concerning the public storm sewer system shall be enforceable by Wagoner County, or its successor, and the owner of each lot agrees to be bound hereby.

F. RESERVE AREAS AND/OR COMMON AREAS

1. Reserve areas and/or common areas designated on this plat will be deeded to the property owners association of Brookwood Farms III (hereinafter defined), for their use and benefit. These areas shall be transferred to the property owners association of Brookwood Farms III on or before the completion of the last home constructed on within the Addition by the Developer on lots owned by the Developer. Reserve areas can be used for, but not limited to, storm water detention and drainage facilities, utility easements, signage, community parks, fencing/landscaping, recreations areas, walking trails and pedestrian use. Reserve Areas will be maintained by the property owners association of Brookwood Farms III.

2. If a storm water detention or drainage facility is constructed in a reserve grant, then that reserve will be deeded to the property owners association and construction shall be in accordance with the current standards and specifications of The County of Wagoner, Oklahoma. No wall, fence, building or other structures shall be placed or maintained in the detention reserve area, nor shall there be any alteration of grade or contours in the detention reserve area unless approved by the County of Wagoner.

3. If storm water detention or drainage facilities are constructed, they shall be maintained by the Developer for one year prior to the transfer of the property to the Brookwood Farms III property owners association. The property owners association shall be thereafter responsible for the maintenance which shall be performed in the following manner: (1) The side slopes shall be maintained smooth at slopes not to exceed 3:1 ratio. (2) A cover of vegetation shall be maintained on all slopes (3) Vegetation shall be watered as necessary to maintain a vigorous growth. (4) The facility shall be mowed regularly as required during the growing season. (5) All concrete rip-rap and appurtenances shall be maintained in good condition. (6) Outflow structures shall be kept free of debris.

4. In the event the Developer or the property owners association shall fail to adequately and properly maintain the storm water detention facility, Board of Commissioners of Wagoner County, Oklahoma or it's designated contractor may enter area, perform necessary maintenance, and the cost of said maintenance shall be paid for by the property owners association.

5. In the event the property owners association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the Board of County Commissioners of Wagoner County, Oklahoma may file of record a copy of the statement of costs and thereafter the cost shall be a lien against each lot in the subdivision.

6. A lien established as above provided may be foreclosed by the Board of Commissioners of Wagoner County, Oklahoma.

SECTION II. RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the Addition and for maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Addition.

A. DEVELOPER HEREBY FORMS AN ARCHITECTURAL COMMITTEE ("ARCHITECTURAL COMMITTEE") THAT SHALL OPERATE AS FOLLOWS:

1. Approve all plans for any structure to be built on any lot;

2. Be responsible for interpreting the development and construction standards contained herein;

3. Consist of not less than one (1) or more than three (3) members to be appointed by Developer until Developer, in its sole discretion, assigns and transfers the responsibility for the appointment of the architectural committee to the Association. The Developer shall be the initial member of the Architectural Committee.

4. No building or improvements may be commenced on any lot in the addition without first obtaining the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the addition:

A. An accurate site plan;

B. An accurate floor plan;

C. All exterior elevations;

D. A landscaping plan, including the composition, location and height of fencing.

E. Any other plans or information requiring the approval of Wagoner County or its representatives pursuant to Section I of this Deed of Dedication; and

F. Details regarding the composition of all roofing and exterior building materials.

5. The Architectural Committee may establish architectural guidelines which may contain general provisions applicable to all of the Addition. The Architectural Committee shall have the sole and complete authority to amend the architectural guidelines. Any such amendments shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

6. The Architectural Committee members and their agents shall have the right to enter upon any lot and any dwelling or improvements thereon at any time during construction, with or without notice to the lot owner or his contractors, for the purpose of inspecting any improvements being constructed thereon, to determine if said improvements are in compliance with the approved plans and specifications, the architectural guidelines and the covenants.

7. No Warranty as to Plans. Notwithstanding anything herein to the contrary, the Developer, the Architectural Committee and the Board of Directors shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve any buildings plans shall not be deemed a waiver of any restrictions unless the Developer or the Architectural Committee is herein authorized to grant the waiver. It is the responsibility of each lot owner, and not the Developer or the Architectural Committee, to insure that such owner's grantor and/or builder has caused the subject lot, and all improvements thereto, to be in full compliance with all relevant codes, standards and requirements and covenants and restrictions imposed upon the Addition.

B. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS. In addition to the Architectural Guidelines, the following standards shall apply to all dwellings and improvements in the Addition

1. Dwellings. Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:

A. **Dwelling Size.** All single story dwellings shall have a minimum living space of at least 2,500 square feet. Dwelling in excess of a single story shall have a minimum living space of 2,250 square feet at the lower level and a total minimum living space of at least 3,000 square feet. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.

B. **Masonry.** All dwellings shall have at least seventy-five percent (75%) of exterior walls thereof comprised of masonry. The front exterior walls of the dwelling shall be comprised of brick or stone to the first floor plate line; provided, however that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. Corner lots shall be full masonry. The Developer reserves the right to permit dryvit brand or similar exterior construction material in lieu of brick or stone.

C. **Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports are not permitted.

D. **Patio Covers.** All patio covers shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.

E. **Driveways.** All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width and shall extend to the edge of the street surface material. Each driveway will have a headwall constructed of masonry to match the brick of the home. The drainage culverts underneath the driveways shall be made of CGMP or HDPE pipe or equal to or better. The ends of such culverts shall not extend beyond the headwalls. The diameter of such culverts shall be approved by the Developer's engineer and such culverts shall be carefully set on grade so as to permit the free flow of storm water through the culvert.

F. **Headwalls.** Refer to item E. The headwall will be constructed at the time the driveway is constructed.

G. **Mailboxes.** All mailboxes will be cast aluminum. The Owner/Developer will determine the supplier.

H. **Roof Materials, Pitch.** The roof of the dwelling shall have a pitch of at least 10/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 6/12. Roof materials shall be Heritage II or equal composition shingles and shall be dark earth tone in color to resemble weathered wood. All external roof vents and plumbing shall be painted to match the color of the dwelling.

I. **Sodding and Landscaping.** Upon completion of construction of any residence, the owner shall be responsible for carefully re-establishing the final grade of the barrow ditch to permit free flow of storm water. The bar ditch shall be fully sodded up the edge of the street surface material. The front yard of each lot shall be fully sodded. Corner lots, however, must be fully sodded up to the edge of the street surface material along the bar ditch on both sides of the lot and shall be fully sodded on front yard, back and side yards. Each lot shall have a professional landscape package installed in the front yard upon completion of the construction of any residence.

J. **Chimney.** All chimneys shall contain a brick veneer or masonry conforming to the dwelling up to the bottom plate-line.

K. **Vents and Chimney Caps.** All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.