

DEED OF DEDICATION
THE DUPLEXES AT OAK CREEK

KNOW ALL MEN BY THESE PRESENTS;
THAT Wade Wyatt is the Owner of the following described tract of land located in Wagoner County, Oklahoma, to-wit:

A tract of land situated in the NE/4 of Section 18, T-18-N, R-15-E, Wagoner County, Oklahoma according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of Lot 17, Block 13, "Oak Creek South" an Addition to the City of Broken Arrow; thence Due South for 125.00 feet; thence Due East for 21.40 feet to a point of curve; thence along a curve to the left with a radius of 147.17 feet and a central angle of 28°58'14" for 74.41 feet to a point; thence N 05°47'20"E for 46.46 feet to a point on the right-of-way line of State Highway 51; thence N 42°37'36"W and along said right-of-way for 82.04 feet; thence Due West for 41.81 feet to the point of beginning and containing 0.24 acres more or less.

and that the above owner has caused the same to be surveyed into lots, blocks, and streets in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "THE DUPLEXES AT OAK CREEK", an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

SECTION I: EASEMENT/UTILITY DEDICATIONS, ACCESS LIMITATIONS:

- 1. The above owner hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all land that is so dedicated.
2. The undersigned owner further dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets shown on said plat.
3. In connection with the installation of underground electric, natural gas and communication service, all lots are subject to the following provisions, to-wit:

(a). Overhead pole lines for the supply of electric and communication service may be located along the north and east side of said Addition. Street light poles and standards shall be served by underground cable and elsewhere throughout said Addition all new supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

(b). Except to structures on lots described in paragraph (a) above which may be served from overhead electric and communication service lines, underground service cables and gas service lines to all buildings which may be located on all lots in said Addition may be run from the nearest service pedestal, transformer or gas main to the point of usage determined by the location and construction of such structure as may be located upon each lot; PROVIDED that upon the installation of such service cable and/or service line to a particular structure, the supplier of electric, communication, and gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive rights-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, transformer or gas main to the service entrance on said structure.

(c). The supplier of electric, communication and gas service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the installing, maintaining, removing or replacing any portion of said underground electric, communication and gas facilities so installed by it.

(d). The owner of each lot shall be responsible for the protection of underground electric, communication and gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said underground electric, communication and gas facilities. The Companies will be responsible for ordinary maintenance of underground electric, communication or gas facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.

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

4. Water, Storm Sewer and Sanitary Sewer Service.

(a). The owner of the each lot shall be responsible for the protection of public water mains and public storm sewer and sanitary sewer facilities located within any granted or dedicated public utility easement on his lot and shall prevent the alteration of grade within such easement in excess of three feet from the finished grade elevation shown on the approved water and sewer line plans. The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of-way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

(b). The City of Broken Arrow, Oklahoma or its successors will be responsible for ordinary maintenance of public water mains and storm sewer and sanitary sewer facilities, but the owners of each lot will

pay for damage or relocation of such facilities caused or necessitated by the acts of such owner, his agent or contractors.

(c). The City of Broken Arrow, Oklahoma or its successors, through its proper agents and employees shall at all times have the right of access with its equipment to all public utility easements shown on the accompanying plat or provided for in this Certificate of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

SECTION II. RESTRICTIONS AND COVENANTS.

THEREFORE, the Owner does hereby impose the following restrictions and covenants running with the land and shall be binding upon the Owner, its successors and assigns and shall be enforceable as hereinafter set forth.

- A. Dwelling size. All dwellings shall have a minimum living space of at least 700 square feet per building.
B. Roof Pitch and Roofing material. The roof of the dwelling shall have a pitch of not less than 3/12. The roofs shall be of Tamko Heritage 25 year shingle or one that is comparable.
C. Outbuildings. Outbuilding may be erected on the lot and will be of the same materials and painted the same color as the dwelling.
D. Fences. No fences shall exceed six (6) feet in height. No fence of enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front line than the building set-back line applicable and in effect as to each lot; provided however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape a front yard.
E. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, other than household pets, and no pit bull dogs or vicious dogs will be kept on the property. No animals shall be kept, bred or maintained for any commercial purpose.
F. Vehicle Storage and Parking. No inoperative vehicle shall be stored on the lot. In any event, no car can be parked on the premises for more than three days. No car, truck, trailer, motor home, boat trailer or travel trailer shall be located, parked or stored within a front yard, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway. No tractor-trailer (18 wheelers) will be parked in the driveway or street.
G. Antennae. No radio or television tower, serial, or antenna shall be located on the lot. Satellite dishes for television reception may be installed on the lot, but can not exceed 30" in diameter.
H. Required Yards. No building shall be erected or maintained nearer to the front or side street lines than the building setback lines shown on the accompanying plat.
I. Noxious Activity. No Noxious or offensive trade or activity shall be carried on upon the lot, nor shall anything be done thereon which may be or become an annoyance or nuisance.
J. Waste. The lot will not be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All wastes shall be kept in sanitary containers and all equipment for storage or disposal of such material and the lot shall be kept in a clean, neat and orderly manner. All porches and drives must be clear of all debris at all times. All waste containers must be removed from curbside and screened from roadway view within eighteen (18) hours after refuse collection vehicles empty the containers.
K. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on the lot.
L. Temporary Structure. No trailer, tent, garage, barn, or outbuilding shall be at any time used for human habitation, temporary or permanently, nor shall any structure of a temporary nature be used for human habitation.
M. Mailboxes. Mailboxes shall be constructed in accordance with current U.S. Postal regulations.

SECTION IV. TERM, AMENDMENT, AND ENFORCEMENT.

- 1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years, unless by a majority vote of the then owners within "THE DUPLEXES AT OAK CREEK" it is agreed, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "THE DUPLEXES AT OAK CREEK".
2. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "THE DUPLEXES AT OAK CREEK", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgement or other

action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "THE DUPLEXES AT OAK CREEK" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waive or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, UNIQUE PROPERTIES, INC., has caused its name to be affixed, by its duly authorized officers, this 18th day of August, 2005.

Wade Wyatt
By: Owner

STATE OF OKLAHOMA)
COUNTY OF) SS
This instrument was acknowledged before me on this 18th day of August, 2005, by Wade Wyatt, as the sole owner.

Notary Public

My Commission Expires: May 23rd, 2009

SURVEYOR'S CERTIFICATE

I, Bryan C. Sandlin, a Registered Professional Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "The Duplexes at Oak Creek", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets the Oklahoma Minimum Standards for the Practice of Land Surveying, as adopted.

Bryan C. Sandlin
Registered Professional Land Surveyor Oklahoma No. 1483

STATE OF OKLAHOMA)
COUNTY OF)

The foregoing Certificate of Survey was acknowledged before me this 18th day of August, 2005, by Bryan C. Sandlin.

Notary Public

My Commission Expires: January 3, 2009



APPROVED 4-15-05 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter
Attest: City Clerk
9-15-05
9-14-05



CASE NO. PT
DEV. NO.
THE DUPLEXES AT OAK CREEK
2/2/2005

SHEET 2 OF 2

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By: Deputy