

**Deed of Dedication
And
Restrictive Covenants
Eagle Point I**

Armory LLC, an Oklahoma Limited Liability Company, hereinafter referred to as the “Developer”, is the owner of the following described land in the county of Wagoner, State of Oklahoma, to wit:

A tract of land that is part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 32, Township 18 North, Range 15 East of the I.B.&M., Wagoner County, Oklahoma, more particularly described as follows:

Beginning at a point on the North line of said Section 32, 731.93 feet East of the Northwest corner thereof; thence N 88°51'03" E along said North line a distance of 331.56 feet; thence S 1°08'57" E a distance of 309.63 feet; thence S 17°21'03" W a distance of 100.69 feet; thence S 11°38'57" E a distance 310.68 feet; thence S 66°09'56" E a distance of 70.77 feet thence S 23°50'04" W a distance of 187.50 feet; thence S 66°09'56" E a distance of 50.12 feet; thence S 23°50'04" W a distance of 182.74 feet; thence N 48°53'14" W a distance of 169.59 feet; thence along a curve to the right with a radius of 225.00 feet a distance of 42.03 feet to a point with a chord S 46°27'51" W a distance of 41.97 feet; thence N 38°11'05" W a distance of 192.12 feet; thence S 88°50'04" W a distance of 338.85 feet; thence N 46°06'37" W a distance of 85.38 feet; thence N 1°07'17" W a distance of 327.27 feet; thence N 45°11'00" E a distance of 65.31 feet; thence S 88°30'43" E a distance of 228.96 feet; thence N 17°21'03" E a distance of 184.24 feet; thence N 72°38'57" W a distance of 28.26 feet; thence N 17°21'03" E a distance of 170.92 feet; thence N 1°08'57" W a distance of 90.23 feet to the point of beginning.

And has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as “Eagle Point”, a subdivision in Wagoner County, Oklahoma.

Section I. Streets, Easements and Utilities

A. Public Streets and General Utility Easements

The Developer does hereby dedicate for the public use the streets, as designated on the accompanying plat, and does further dedicate for the utility easements as designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of ways for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or

permitted upon the easements or rights-of-way as shown; provided, however, that the developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, furnishing water and/or sewer services to the area included in said plat. 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 underground water or sewer mains, electric, natural gas, communication or telephone service.

B. Underground Electric and Communication Service

1. Overhead lines for the supply of electric and communication services may be located along East 111th Street. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision. All supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
2. Underground service cables to all structures which may be located on the lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as it may be located upon each said lot. The suppliers of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-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 or transformer to the service entrance on said structure.
3. The supplier of electric or communication 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 purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
4. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The utility company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric or communication service, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Service

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.
2. Within the depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or any construction activity which may interfere with public water mains shall be prohibited.
3. Wagoner County Rural Water, Sewer, Solid Sewer, and Natural Gas District No. 4 or its successors will be responsible for ordinary maintenance of public water mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
4. Wagoner County or its successors will be responsible for ordinary maintenance of public sewer mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
5. Wagoner County Rural Water, Sewer, Solid Sewer, and Natural Gas District No. 4 or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of their respective underground water or sewer facilities.
6. The foregoing covenants set forth in this paragraph shall be enforceable by the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 or its successors, and the Owner of each lot agrees to be bound hereby.

D. Gas Service

1. The supplier of Gas Service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of Gas Service.
2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Limits of No Access

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to 111th Street within the bounds designated as "Limits of No Access" (L.N.A.) as shown on the attached plat, which "Limits of No Access" may be modified, amended, or released by the concurring approval of Wagoner County, or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning Limits of No Access shall be enforceable by Wagoner County, and the owner of each lot agrees to be bound hereby.

Section II. Development Restrictions

A. These covenants are to run with the land and shall be binding on parties and all persons claiming under them until December 31, 2010 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the lots, then it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either to prevent him or them from doing so, to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions and they shall remain in full force and effect.

1. Each lot may be used for only one single family dwelling.
2. No building shall be located nearer than 50 feet from the front lot line, nor nearer than 7 ½ feet of any side lot line.
3. No noxious trade or activity shall be carried on, upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood. No commercial business of any kind or nature shall be conducted on the described property. No part of the property described shall be used for the maintenance, care or housing of swine, poultry, cattle or horses.
4. Each tract shall be permitted to construct a small barn, not to exceed the height of the dwelling, and must be maintained and kept clean and in an orderly condition.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary nature or charter be used as a residence.
6. No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1,800 square feet in area, and the front exterior surface of all single family dwellings shall be at least 60% masonry.
7. No structure previously used shall be moved onto any lot in this subdivision.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, or for the storage of motor vehicles not in use by the occupant of the lot, or for repair of motor vehicles of any kind.
9. All individual sewage disposal systems shall be constructed, equipped and maintained in accordance with the standards of the Oklahoma State Health Department.
10. The undersigned owner further dedicates to the public use forever the easements and right-of-way as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines, water lines, together with the right-of-way, the right of ingress and egress upon said easements for the uses and purposes aforesaid. Provided however that the owner hereby reserves the right to construct, maintain and operate, lay and relay over, across and along all of the public streets shown in said plat and across and along all strips of land included within the plat easements shown thereon, both for the purpose of furnishing water and or sewer service to the area included in said plat and to any other areas.

B. Architectural Control Committee - Plan Review:

1. No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans (floor plans and elevations) and specifications, drainage and grading plans, landscape plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building have been approved in writing by a majority of an Architectural Control Committee or their duly authorized representatives or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Control Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within thirty (30) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Control Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Control Committee shall not be liable for any approved, disapproved or failure to approve hereunder, and its approval of

building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Control Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision, which they would otherwise be entitled to maintain.

3. The powers and duties of the committee or its designated representative(s) shall cease on the December 31, 2010, or when 95% of the entire project's lots have been closed, whichever occurs first, thereafter, the powers and duties of the committee shall be exercised by the property owners association hereafter provided for.

4. Approval of Changes Required. The approval of the Architectural Control Committee shall be required for any change in the existing state of property by or on behalf of any party other than Declarant. Except for the Declarant, no work shall be commenced to accomplish a proposed change in the existing state of property until the Architectural Control Committee approves the change. No proposed change in the existing state of property shall be deemed to have been approved by the Architectural Control Committee unless such approval is in writing, provided that approval shall be deemed given if the Architectural Control Committee fails to approve or disapprove the proposed change or to make additional requirements or request additional information within thirty (30) days after a full and complete description of the proposed change in the existing state of property has been furnished, together with a specific request for such approval. In the event any owner is dissatisfied with any decision of the Architectural Control Committee with regard to such owner's lot, such owner shall have the right to appear before the Architectural Control Committee to seek such variance or relief as is deemed appropriate. However, the final decision of the Architectural Control Committee shall be conclusive on all matters within the scope of its authority under this declaration.

5. Forms of Plans and Specifications. Any proposed change in the existing state of property shall be in such form and shall contain such information as may be required by the Architectural Control Committee's standards as referred to in Section 6 below.

6. Standards of the Architectural Control Committee. The Architectural Control Committee shall prepare and furnish to any owner written standards, which shall set forth the general purposes of the Architectural Control Committee in reviewing proposed changes in the existing state of property. Basic building restrictions and requirements, architectural review procedures and requirements and regulations applicable with respect to construction. Such standards may be amended, modified or supplemented from time to time by the Architectural Control Committee.

7. Fee for Architectural Review. Each homeowner may be required to pay a fee to the association as a condition to approval of any change in the existing state of property to cover costs and expenses in reviewing and commenting on proposals for changes to the existing state of property by the Architectural Control Committee. The amount of the fee, if any, shall be established by the association and shall be set forth in the standards of the Architectural Control Committee in effect from time to time. Such fee shall not be in

excess of \$250 with respect to any one proposed change in the existing state of property in connection with the original construction of a residential structure and shall not exceed \$50 for modification of a residential structure or any other type of proposed change in the existing state of property, provided said amounts may be increased by a percentage no greater than the percentage increase in the consumer price index for all urban consumers established by the Bureau of Labor Statistics of the United States Department of Labor. Any such increases shall be established by the association to reflect the increase in the consumer price index between January 2005 and January of the year in which the increase is to be effective.

8. General Criteria for Architectural Control Committee: The Architectural Control Committee shall have complete discretion to approve or disapprove any change in the existing state of property. The Architectural Control Committee shall exercise such discretion with the following objectives in mind, among others, (a) to carry out the general purposes expressed in this declaration, (b) to prevent violation of any specific provision of this declaration or any supplementary declaration, (c) to prevent any change which would be unsafe or hazardous to any persons or properties; (d) to minimize obstruction or diminution of the view of others, (e) to preserve visual continuity, (f) to assure that any change will be of good and attractive design and in harmony with development on other portions of the property, (g) to assure that materials and workmanship for all improvements are of high quality, comparable to other improvements in the area, (h) to assure the safety of persons utilizing the common areas, and (i) to assure the first-class quality of the visual impact of any change. The Architectural Control Committee shall establish and modify from time to time standards and guidelines for such changes in the existing state of property, as it may deem appropriate.

9. Completion of Work after Approval. After approval of the Architectural Control Committee of any proposed change in the existing state of property, the proposed change shall be accomplished as promptly and diligently as possible, in complete conformity with the description of the proposed change, and with final plans and specifications provided to the Architectural Control Committee. Failure to accomplish the change within one year after the date of approval or to complete the proposed change strictly in compliance with the description thereof and the plans and specification therefore shall operate automatically to revoke the approval of the proposed change, and, upon demand by the Architectural Control Committee, the property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Architectural Control Committee shall have the right and authority to record a notice to show that any particular change in the existing state of property has not been approved or that any approval given has been revoked.

C. Architectural Control Committee Membership.

1. The Architectural Control Committee shall consist of three (3) members, which members shall initially be appointed by Declarant upon relinquishment of such rights by Declarant as hereafter provided by the board. Declarant may relinquish its rights or any portion thereof under this section C to the board by advising the board in writing of its intent to do so, and in such event, the association shall have the authority of Declarant

under this section. Declarant shall relinquish such rights at or prior to, such time as Declarant shall cease to own any lots. The association shall promptly furnish the names and addresses of the current members of the Architectural Control Committee to any interested person.

2. Action by Architectural Control Committee. The vote or written consent of any two (2) members of the Architectural Control Committee shall constitute action by the Architectural Control Committee.

3. Power to Employ Consultants. The Architectural Control Committee shall be empowered to employ consultants and agents, as it may deem necessary to assist it in the performance of its duties.

4. Association Payment of Compensation and Costs. The association is authorized to pay any reasonable compensation to members of the Architectural Control Committee for actual services rendered and to reimburse the members of said committee for actual and reasonable expenses incurred, and shall be entitled to utilize for such purposes the fee payable for review of proposed changes in the existing state of property together with other funds of the association, if necessary.

D. Association

1. Formation of Association. The association has been incorporated as a non-profit corporation for a perpetual term under the laws of the state of Oklahoma.

2. Purpose of Association. The association will be formed to further the common interests of the members and to perform the functions hereinafter required or permitted to be performed by the association.

3. Noncompliance by Owners. In the event of the failure by an owner to comply with any provision of this declaration and any standards in effect from time to time as adopted by the Architectural Control Committee, the association, after written notice, mailed or delivered to the owner at his or her last known address, shall be authorized and have the power to take such action as the association deems necessary or desirable to cause compliance with the provisions of this declaration or such standards with respect to such lot owner. All compliance expenditures shall be payable by such owner on demand by the association.

4. Rules and Regulations: The association shall be authorized and have the power to adopt and enforce rules and regulations to regulate use of the property. Each owner shall be obligated to comply with and to see that such owner's tenants, guests, and invitees comply with any such rules and regulations. Additionally, the board may from time to time provide for enforcement of any such rules and regulations and provisions of this declaration by imposing reasonable and uniformly applied fines.

5. Initial Performance by Declarant. The initial performance of the functions of the association and the board as specified in this declaration and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the association herein for the purposes herein stated may be conducted by Declarant in lieu of the association and/or the board. Declarant shall transfer all of the foregoing rights and responsibilities to the association or any successor(s) thereto at any time on or before

thirty (30) days following the sale of the last lot owned by Declarant but may transfer such rights and responsibilities at such earlier date as it may so desire.

6. Master Property Owners Association. Property owners association will be the master association combined of Eagle Point and future sections of Eagle Point development yet to be named.

7. Membership in the Association. The owner of a lot shall automatically be the holder of a membership in the association appurtenant to that lot, and the association membership for that lot shall automatically pass with fee simple title to that lot. In the event any owner shall have entered into a contract to sell his or her interest in a lot and if the contract vendee is in possession of the lot, he or she shall be considered to be the member rather than the owner. There shall be one (1) vote for each lot. When more than one person holds an interest in any lot, all of such persons shall be members, but, except as provided below, in no event shall more than one (1) vote be cast with respect to any lot. The vote for such lot shall be exercised as the owners thereof may determine among themselves, provided that if they are unable to so determine, none of such members shall be entitled to vote. Notwithstanding the foregoing, Declarant shall be entitled to three (3) votes for each single lot of which it is the owner.