

EMERALD FALLS DEED OF DEDICATION

WAGONER COUNTY, OKLAHOMA CAROLYN M KUSLER, COUNTY CLERK

PLC 395 B

02/13/2006 #2006-2136 10:15:47AM B-1559 P-215

KNOW ALL MEN BY THESE PRESENTS:

THAT, EMERALD FALLS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "DEVELOPER"), BEING THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 5, T-18-N, R-16-E, WAGONER COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the W/4 Corner of said Section 5, THENCE N 00°10'24" E a distance of 280.00 feet to the POINT OF BEGINNING:

THENCE S 89°49'36" E, a distance of 270.00 feet to a point; THENCE S 62°47'52" E, a distance of 611.82 feet to a point; THENCE S 89°57'53" E, a distance of 785.83 feet to a point; THENCE N 0°02'07" E, a distance of 203.15 feet to a point; THENCE N 74°08'52" E, a distance of 130.34 feet to a point; THENCE N 70°02'07" E, a distance of 50.00 feet to a point; THENCE N 19°57'53" W, a distance of 4.21 feet to a point; THENCE N 70°02'07" E, a distance of 150.00 feet to a point; THENCE N 19°57'53" W, a distance of 150.00 feet to a point; THENCE N 70°02'07" E, a distance of 14.28 feet to a point; THENCE around a curve in a counterclockwise direction having a delta angle of 57°02'07", an arc distance of 199.09 feet, a radius of 200.00 feet, and a chord of N 41°31'03" E, a distance of 190.97 feet to a point; THENCE N 13°00'00" E, a distance of 316.39 feet to a point; THENCE around a curve in a clockwise direction having a delta angle of 04° 52'27", an arc distance of 12.76 feet, a radius of 150.00 feet, and a chord of N 15°26'13" E, a distance of 12.76 feet to a point; THENCE S 77°00'00" E, a distance of 126.00 feet to a point; THENCE N 93°00'00" E, a distance of 271.49 feet to a point; THENCE N 74°51'48" E, a distance of 328.02 feet to a point; THENCE S 89°56'25" E, a distance of 1036.81 feet to a point; THENCE S 0°03'35" W, a distance of 37.82 feet to a point; THENCE S 69°29'40" E, a distance of 136.17 feet to a point; THENCE S 89°42'29" E, a distance of 146.37 feet to a point; THENCE S 65°53'18" E, a distance of 127.56 feet to a point; THENCE N 63°19'37" E, a distance of 145.95 feet to a point; THENCE N 26°54'06" E, a distance of 111.07 feet to a point; THENCE N 17°18'23" W, a distance of 134.75 feet to a point; THENCE N 25°02'04" E, a distance of 308.35 feet to a point; THENCE N 0°04'50" E, a distance of 335.63 feet to a point; THENCE S 89°57'56" E, a distance of 190.00 feet to a point; THENCE N 50°39'34" E, a distance of 529.80 feet to a point; THENCE N 0°02'59" E, a distance of 343.94 feet to a point; THENCE N 36°06'50" W, a distance of 160.99 feet to a point; THENCE N 0°02'04" E, a distance of 50.00 feet to a point; THENCE N 89°57'56" W, a distance of 1023.98 feet to a point; THENCE S 0°04'50" W, a distance of 1320.37 feet to a point; THENCE N 89°56'25" W, a distance of 1319.70 feet to a point; THENCE N 89°56'57" W, a distance of 659.85 feet to a point; THENCE S 13°00'00" W, a distance of 710.74 feet to a point; THENCE S 70°23'18" W, a distance of 99.75 feet to a point; THENCE N 49°42'35" W, a distance of 40.31 feet to a point; THENCE S 70°02'07" W, a distance of 160.00 feet to a point; THENCE S 9°46'48" W, a distance of 40.31 feet to a point; THENCE S 70°02'07" W, a distance of 185.96 feet to a point; THENCE S 50°02'07" W, a distance of 207.90 feet to a point; THENCE N 89°57'53" W, a distance of 312.66 feet to a point; THENCE N 62°47'52" W, a distance of 699.42 feet to a point; THENCE N 89°49'36" W, a distance of 270.90 feet to a point; THENCE S 0°10'24" W, a distance of 370.00 feet to a point to the PLACE OF BEGINNING containing 63.82 acres more or less.

HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "EMERALD FALLS", AN ADDITION TO THE COUNTY OF WAGONER, STATE OF OKLAHOMA.

SECTION I.

STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENT.

THE DEVELOPER DOES FURTHER DEDICATE FOR PUBLIC USE THE STREETS, EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND 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 THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG THE PUBLIC STREETS, EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT FOR THE PURPOSE OF FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT AND THE ADJACENT PROPERTY (HEREINAFTER DEFINED).

THE OWNER AGREES THAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE (EASEMENT) PURPOSES AFORESAID, WILL BE PLACED, ERRECTED, INSTALLED, OR PERMITTED UPON THE EASEMENTS OR RIGHTS OF WAY AS SHOWN ON THE PLAT.

THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR AND PLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATIONS SERVICE MAY BE LOCATED ALONG THE WEST BOUNDARY IN THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, AS SHOWN ON ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT WAYS.

2. EXCEPT TO HOUSES DESCRIBED IN PARAGRAPH (A) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON LOTS IN THE ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITE, PERMANENT, EFFECTIVE AND EXCLUSIVE 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 HOUSE.

3. THE SUPPLIER OF ELECTRIC AND COMMUNICATIONS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS 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 OR COMMUNICATION FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATIONS FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC AND COMMUNICATIONS FACILITIES. THE COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATIONS 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 COMMUNICATIONS AND ELECTRIC FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF COMMUNICATIONS AND ELECTRIC SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES.

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 THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER OR SEWER MAINS SHALL BE PROHIBITED.

3. THE WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC AND SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.

4. THE WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENTS 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 WATER OR SEWER FACILITIES.

5. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER OR SEWER FACILITIES WITHIN THE EASEMENT AREAS SITUATED UPON SUCH OWNER'S LOT; PROVIDED, HOWEVER, THE WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

6. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER DISTRICT #4 AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

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 DEVELOPER RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER, THROUGH OR ACROSS ANY AREA DESIGNATED ON THE ATTACHED PLAT AS L.N.A. (LIMITS OF NO ACCESS). THESE LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE COUNTY OF WAGONER, ITS AGENTS, SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

SECTION II. RESTRICTIONS

A. USE OF LAND/DEVELOPMENT STANDARDS

1. ALL LOTS IN EMERALD FALLS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES, AND SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF RESIDENTIAL ZONING DISTRICT R6.

2. THE NUMBER OF DWELLINGS WITHIN THE ADDITION SHALL NOT EXCEED 200.

3. RESTRICTIONS & CONDITIONS ARE TO BE FILED AS A SEPARATE DOCUMENT.

B. RESERVE AREAS

RESERVE AREAS SHALL BE FOR PARKS, POOLS, AND OTHER RECREATIONAL AMENITIES, OVERLAND DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY THE EMERALD FALLS HOMEOWNER'S ASSOCIATION.

RESERVE AREA LOT 50, BLOCK 1 AND LOT 14, BLOCK 4 SHALL BE FOR PARKS, AND OTHER RECREATIONAL AMENITIES, OVERLAND DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY THE EMERALD FALLS HOMEOWNER'S ASSOCIATION.

NO RESIDENCE OR DWELLING SHALL BE ALLOWED IN ANY RESERVE AREA.

SECTION III.

RIGHTS RESERVED BY DEVELOPER

1. THE RIGHT AT ANY TIME WITHIN TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND, ONE OR MORE TIMES, THE PLAT AND DEED OF DEDICATION OF THIS ADDITION TO ADD THERETO AND INCORPORATE AS A PART THEREOF ALL OR ANY PORTION OF THE ADJACENT PROPERTY.

2. THE RIGHT AT ANY TIME WITHIN TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY GRANT TO THE OWNERS OF LOTS IN ANY ONE OR MORE ADDITIONS INTO WHICH THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, IS SUBDIVIDED, THE RIGHT IN COMMON WITH ALL OWNERS OF LOTS IN THIS ADDITION TO THE USE OF ALL COMMON AREAS WITHIN THIS ADDITION, PROVIDED, THAT EACH OWNER OF ANY LOTS IN THIS ADDITION IS GRANTED BY THE DEED OF DEDICATION OR A SEPARATE INSTRUMENT THE RIGHT IN COMMON WITH ALL OWNERS OF ANY SUCH ADDITION(S) INTO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED USE OF ALL COMMON AREAS INCLUDED WITHIN ANY SUCH ADDITION(S).

3. THE RIGHT TO DESIGNATE THE HOMEOWNERS' ASSOCIATION TO BE FORMED AS PROVIDED IN SECTION IV BELOW AS THE ASSOCIATION FOR THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS.

SECTION IV.

HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS CAUSED TO BE FORMED THE EMERALD FALLS HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF EMERALD FALLS AND, IF REQUESTED BY DEVELOPER IN ACCORDANCE WITH SECTION III ABOVE, ANY OR ALL OF THE COMMON AREAS OF THE ADJACENT PROPERTY.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE ADDITION SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF SUCH LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST, AND THE OWNER OF EACH AND EVERY LOT AGREES TO ABIDE BY THE RULES AND REGULATIONS OF THE ASSOCIATION.

IN WITNESS WHEREOF: EMERALD FALLS, LLC, HAS CAUSED ITS NAME TO BE AFFIXED, THIS DATE February 7, 2006

BY: [Signature] MANAGER

STATE OF OKLAHOMA ) )SS. COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 7th DAY OF FEBRUARY, 2006, PERSONALLY APPEARED DAVID QUER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

April 27, 2009

MY COMMISSION EXPIRES:



[Signature] NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, P.E., L.S. OF TULSA, OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 9th DAY OF FEBRUARY, 2006.

[Signature] JEFFREY A. TUTTLE PROFESSIONAL LAND SURVEYOR



STATE OF OKLAHOMA ) )SS. COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 10th DAY OF FEBRUARY, 2006, PERSONALLY APPEARED JEFFREY A. TUTTLE, 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.

10/11/09

MY COMMISSION EXPIRES:

[Signature] NOTARY PUBLIC 05004056



Confidential Copy of FPK Carolyn Kusler, County Clerk Wagoner County, Oklahoma