

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That MARTIN DAY - HOMES, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner" of the following described land in the County of Wagoner, State of Oklahoma, to-wit:

The North Half (N/2) of the South Half (S/2), Government Lot 5, Section 6, Township 18 North, Range 16 East of the Indian Base and Meridian according to the U.S. Government Survey thereof.

and has caused the same to be surveyed, staked and platted into 1 Block and Lots and has designated the same as GOLDEN OAKS, a subdivision in the County of Wagoner, State of Oklahoma (the "Subdivision").

SECTION I
EASEMENTS AND UTILITIES

A. General Utility Easements:

- The undersigned OWNER does hereby dedicate for public use the easements shown on the accompanying plat for the several purposes of constructing, maintaining, operating or repairing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the OWNER hereby reserves the right to maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and access for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.
- No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or rights-of-way as shown.
- The Owner of his/her lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, communications or telephone service.
- The foregoing covenants concerning easements shall be enforceable by the County of Wagoner, and the owner of his/her lot agrees to be bound hereby.
- The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the subdivision adjacent to South 289th East Avenue within the bounds designated on the attached plat as "Limits of No Access", which "Limits of No Access" may be modified, amended or released by the County of Wagoner, 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 the County of Wagoner, and the Owner of each lot agrees to be bound thereby.

B. Underground Electric, Telephone and Cable Television Services:

- Overhead lines for the supply of electric, telephone and cable services may be located along the West, North and South boundaries of this Addition.
- Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentences, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat.
- All supply lines in the Addition including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the Addition. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- Underground service cables and gas service lines to all structures which may be located on all lots in the Addition may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot:
provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.
- The supplier of electric, telephone or cable television and gas services, through its proper authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Addition or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to trim, or treat any trees and undergrowth on said easement.
- The Owner of each lot in the Addition shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the Owner of each lot in the Addition will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

C. Water and Sewer Services:

- The Owner of a lot shall be responsible for the protection of the water and sewer mains (if any) located on or in the lot.
- 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 water or sewer mains shall be prohibited.
- Rural Water District No. 4 or its successor shall be responsible for ordinary maintenance of water mains, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner, or agents or contractors of the Owner.
- Rural Water District No. 4 or its successors, through its proper agents and employees shall at all time have right of access with their equipment to all such easement-ways shown on the plat, or provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of the underground water facilities.
- 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 water facilities within the easement areas situated upon such Owner's lot; PROVIDED, HOWEVER, the Rural Water District No. 4 shall use reasonable care in the performance of such activities.
- The foregoing covenants concerning water easements and services shall be enforceable by Rural Water District No. 4 and the Owner of each lot agrees to be bound hereby.

D. Gas Service:

- 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.
- 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.
- The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping within Easements:

- The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television or electric facilities within the easements depicted on the accompanying Plat, provided however, that the supplier of the utility service shall use reasonable care in the performance of such activities.

RESTRICTIVE COVENANTS

- All lots in the Subdivision shall be described as residential lots and shall be used for residential purposes only, except that the construction of an out-building constructed of the same material and appearance as the residential building will be permitted. No lot shall have more than one single family dwelling with at least a two-car attached garage except as stated above.
- No building shall be located nearer to the front lot line nor nearer to the side street line than the building lines shown on the recorded plat. No building shall be constructed nearer than fifteen (15) feet to any side lot line. Developer approval is necessary for any changes of the minimum building lines.
- Floor area requirements: All square footage requirements are exclusive of open porches and garages. All dwelling structures of single story construction shall have not less than two thousand (2000) square feet of floor space unless a lesser amount is approved by the developer. All dwelling structures of one and one-half stories shall have at least two thousand five hundred (2,500) square feet of floor space over all.
- Roofing for all structures shall be Heritage 25# or better composition shingles of weathered gray color.
- No fence shall be erected on any lot forward of the front of the building structure. Fencing cannot exceed 5' in height and wood privacy fence will not be allowed. Type of Fencing to be approved by Developer.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other lots in said Subdivision.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or previously used structures may be used on any lot as a residence, either temporary or permanently.
- No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5') feet advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any dwelling structure.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats and other household pets, provided that they are not kept, bred or maintained for commercial purposes.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers while awaiting pick up for transportation to properly established landfills or disposal sites.
- All residential lots in Golden Oaks shall be limited to one (1) driveway opening on the street that fronts the dwelling structure. Circular drives that require two (2) openings must be approved by the developer in writing before construction.

- Vehicle storage parking: No motor homes, boats, trailers of any type, or similar recreational vehicles shall be parked or stored on any lot or residence except within an enclosed area as approved by the Owner/Developer.
- Antennas: No exterior radios or television towers, aerials, or antennas for transmitting signals shall be located upon any lot. Satellite dishes: Three (3) feet or less in diameter shall be permitted back of house only.
- No above ground swimming pools will be allowed.
- Prior to any construction, plat plans, plans, specifications, etc., must be presented to the developer for their consideration and approval in writing.
- All mailbox installation must be installed in accordance with the county specifications. Those specifications may be acquired from the developer of Golden Oaks. Each owner shall be responsible for informing their builder of said requirement.
- MARTIN DAY - HOMES, L.L.C. an Oklahoma Limited Liability Company, reserves the right in its sole discretion and without joinder so long as they are owner of any lot or portion thereof, to amend, reverse or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as owner and filed on County Clerk's office in the courthouse of Wagoner County, Oklahoma.

CERTIFICATE OF OWNERSHIP

In witness hereof, MARTIN DAY - HOMES, L.L.C., an Oklahoma Limited Liability Company, hereby approves and executes the Deed of Dedication and Restrictive Covenants shown on Page 2 of 2, attached hereto, this 13th day of October, 2005.

MARTIN DAY - HOMES, L.L.C.,
an Oklahoma Limited Liability Company

By: Martin Day
Martin Day, Manager

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of October, 2005, personally appeared Martin Day, Manager of MARTIN DAY - HOMES, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of such Limited Liability Company, for the uses and purposes therein set forth.

Shannon K. Dickey
Notary Public

My Commission Expires: July 25, 2009
No. 05006773



CERTIFICATE OF SURVEY

I, JACK C. COX, of Cox & Associates, Inc., 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 "GOLDEN OAKS", an addition in the County of Wagoner, State of Oklahoma, is a representative of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Signed and sealed this 12th day of October, 2005.

COX & ASSOCIATES, INC.

By: Jack C. Cox
JACK C. COX, Registered Professional
Land Surveyor No. 531

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of October, 2005, personally appeared Jack C. Cox, to me known to be the identical person who executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Cox & Associates, Inc., for the uses and purposes therein set forth.

Shannon K. Dickey
Notary Public

My Commission Expires: July 25, 2009
No. 05006773



Certified True Copy
of the Original Plat
of the Golden Oaks
Subdivision
By: Shannon K. Dickey
Notary Public