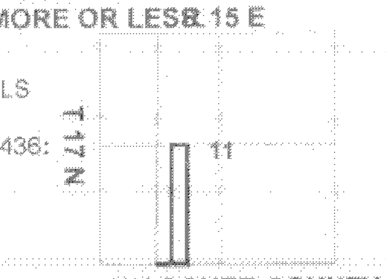
# JORDAN OAKS II

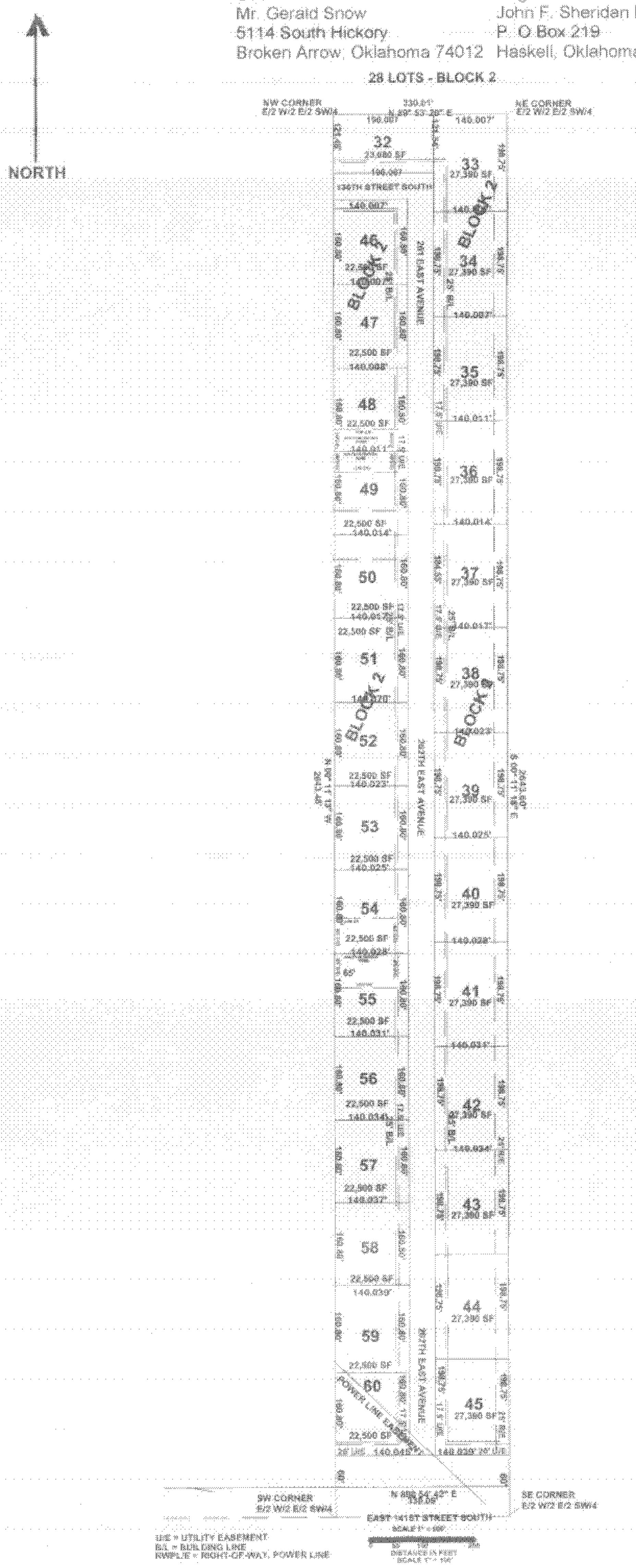
THE E/2 W/2 E/2 SW/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, COUNTY OF WAGONER STATE OF OKLAHOMA, CONTAINING 20 ACRES, MORE OR LESS


Owner:
Mr. Gerald Snow
5114 South Hickory
Broken Arrow, Oklahoma 74012

Engineer:
John F. Sheridan PE, LS
P. O Box 219
Haskell, Oklahoma 74436


28 LOTS - BLOCK 2




## JORDAN OAKS II
Deed of Dedication
and
Restrictive Covenants

KNOWN ALL MEN BY THESE PRESENTS:

THAT STORYBOOK HOMES, INC is the OWNER of the following described property situated in the County of Wagoner, State of Oklahoma described as;

The E/2 W/2 E/2 SW/4 of Section 11, Township 17 North, Range 15 East of the IB&M, Wagoner County, State of Oklahoma, containing 20 acres, more or less.

### COVENANTS

NOW, the undersigned Owner does hereby dedicate for public use all of the streets, easements and rights-of-way as shown on said plat and does hereby guarantee title to all of the land covered by said streets for the purpose of providing a orderly development of the above described tracts and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title of the subdivision of said tract hereinafter referred to as JORDAN OAKS II. The undersigned does here impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns to-wit:

These Covenants and Restrictions are to run with the land and shall be binding upon all parties, their heirs, successors, and assigns claiming by, through and under them until the 1st day of August 2020, at which time said /restrictions shall automatically be extended for successive periods of ten (10) years and can only be amended or changed in whole or part, by a majority of the then owners of said tracts.

If the owner or the assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning real estate situated on said tract to prosecute any proceedings at law or in equity against the party or persons or persons violating or attempting to violate such restrictions and either prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of the restrictions by judgement or court order shall in no way effect any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

1. All tracts shown on the attached Plat shall be for residential purposes only and only one home per tract shall be permitted. No structure shall be erected, altered, placed or permitted to remain on residential tract other than a single family dwelling and a private garage for two (2) cars or more, attached or detached. All residential building exterior walls shall have at least 35% masonry or stone, unless waived by the Architectural Review Committee. Mr. Snow, or his assignees, is the Architectural Review Committee and this Architectural Committee has the right to change any covenants herein listed. No exterior siding over 8 inches wide shall be used. Architectural Review Committee shall review and approve all floor plans, elevation, exterior paint color, and roofing material and color before any construction may begin. No dwelling shall be erected in which the living area of the main structure, excluding the garage, is less than 1,400 square feet for one story dwelling and a minimum of 1,000 square feet for two story dwellings. Building structure shall be erected at least twenty-five (25) feet from the edge of the roadway. Only brick or stone mailboxes shall be installed with concrete address block. No more than one (1) access entrances to tracts shall be allowed from the public dedicated street adjacent to tract, with a minimum of a 15 inch culvert pipe or corrugate metal pipe with concrete headwalls or approved headwalls to minimize erosion and keep conformity for the subdivision. Owner of the tracts agree to be responsible for providing their builder a copy of these restrictions and see that builder complies with same.

2. No noxious trade or offensive activity shall be carried on or upon said tracts, nor shall anything be done thereon which may become an annoyance or nuisance to other tract owners.

3. No structures of temporary charter, trailer, basement, tent, shack, garage, barn or other out buildings or previously used structures may be used on any tract as a residence, and shall not be contracted before main residence is constructed. No mobile home, new or used shall be moved onto property at any time. Outbuildings will be allowed, not to exceed 1,200 square feet and shall be of the same general construction as the main residence, employing the same type of construction materials used in the main residence may be used. No portable buildings are allowed, such as Butler or Monroe or steel-type building The Building Committee must approve any larger building. No galvanized, Pole Barn or metal building structures may be used and all others must have a wainscot of brick or stone or other material to match the residence. No outbuilding shall be used for dwelling. Only brick or stone mailboxes shall be installed with concrete address block. The Mailboxes may be brick or stone or cast aluminum, and must have street light. Mail boxes are to be set six (6) feet from edge of road, or County requirement.
No lean-to or galvanized pole barns are permitted. No storage buildings shall be constructed forward of the dwelling structure. No used material shall be used for the construction or storage buildings or residences.

4. No Fencing higher than six (6) feet may be used on property. No barbed wire fencing shall be allowed across front of tract.

5. No sign of any kind shall be displayed to the public view on any tract except the (1) professional sign of not more than two (2) foot square 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.

6. These tracts shall not be used or maintained as a dumping ground for rubbish, track, garbage or other waste. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The tract Owner shall provide for weekly pick-up of trash from an approved provider.

7. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on, or repaired on property. No non-operative vehicles shall be kept on property, other than inside storage.

8. No swine, fowl (other than tracts with ponds where water fowl may be permitted), ostriches, EMU' s exotic animals or other commercial animal operations shall be permitted to be raised, bred or kept on this property except for dogs, cats and other household pets, provided that they are not kept, bred or maintained for commercial purposes and provided further, that the owners of any of the said tract may keep two (2) dogs or two (2) cats. Shelters for said animals must conform with the architecture of the home or the aforementioned storage building restrictions.

9. All sewage disposal systems shall be constructed and equipped in accordance with the standards and recommendations of the Oklahoma Department of Environmental Quality.

10. Any utilities from roadway to structure on said tracts shall be placed underground. The supplier of any utility through the proper agents and employees shall at all times have right of access into all of such easement right-of-ways shown on the survey of said tracts. The owner of each tract 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 to interfere with said electric facilities.

11. No business or trade may be conducted in or from any tract, except that an owner or occupant residing on said tract may conduct business within the tract so long as: (a) The existence or operation. Of the business activity is not apparent or detectable by sight, sound, or smell from outside of the tract and no sign indicating such business is placed on said tract. (b) the business activity conforms to all zoning requirements c) the business activity does not involve regular visitation of the tract by clients customers, suppliers or other business invitee or door-to-door solicitation of residents of said tracts; and (d) the business activity is consistent with the residential character of the area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Tracts. The terms "a business" and "a trade" as used in this provision without limitations, any occupation. Work, or activity undertaken on an ongoing basis which involves the provisions of good or services to persons, other than the providers family, regardless of whether: (a) such activity is engaged in full or part-time. (b) such activity is intended to or does generate a profit, or ? A license if required.

ROADWAYS AND UTILITY

The owner does hereby dedicate for the public use the roadway right-of-way and utility easements as depicted on the attached plat for the several purposes of constructing, maintaining, replacing, removing and replacing any and all public utilities including telephone lines, cable television, electric power lines and transformers, gas lines, water lines, paving and other services capable of being provided in JORDAN OAKS II, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto provided, however that the Owner hereby reserves to itself, and to itself have the right assigns the right-of-way provided any of the services set forth to use herein, including, but not limited to the right-of-way to construct, maintain, operate of furnishing water to the area including within the Plat. The owner herein imposes a restrictive covenant, which shall be binding on each tract owner and shall be enforceable by Wagoner County, Oklahoma and the supplier of any affected utility service, that within the utility easement depicted in the attached Plat, no building structures or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking area and landscaping that does not constitute an obstruction as aforesaid.

The owner of each tract 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 install or repair and underground water or sewer mains, electric, natural gas, communications or telephone service or other services now or later provided within any of the easement area depicted upon the accompanying plat. Provided however, that the County of Wagoner or the other supplier of the service shall use reasonable care in the performance of such activity.

GAS SERVICE

PROPANE GAS

Propane gas may be used within the subdivision. The supply tank will be located behind the residence with a screen prohibiting view of same.

NATURAL GAS

In the advent natural gas is provided to the subdivision by a Natural Gas provided the following applies.

The supplier of gas service shall at all times have the right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

The owner of each tract shall be responsible for the protection of the underground gas facilities located on hid tract, the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be provided. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the tract or his agent or con tractors.

The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and owner of each tract agrees to be bound.

ELECTRIC SERVICE

Overhead poles lines or underground lines for the supply of electric service may be located along the easements indicated on the attached plat. Street light poles or standards may be served by underground cable. Elsewhere through said Addition, all supply lines shall be located underground in the easement dedicated for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easements.

Underground service cables to all structures may be located within 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 may be located upon the tract. Provided that, upon installation of a service cable to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent of effective right-of-way easement on the tract, covering a five-foot strip extending 2.5 feet on each side of the service, extending from the service pedestal or transformer to the service entrance on the structure. This easement shall terminate when said service cable is no longer used by the supplier.

The supplier of electric, telephone, cable television, and other services through it' s agents and employees shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

The owner of each tract shall be responsible for the protection of the underground electric, telephone and cable television located on his property, and shall prevent the alteration of grade or any construction activity, which may interfere with the electric, telephone, or cable television facilities. The supplier of the service shall be responsible for relocation of such facilities caused or necessitated by acts of the owner and his agents or contractors.

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

WATER SERVICE

The owner of each tract shall be responsible for the protection of the public water mains located on his tract.

Within utility easements depicted on the attached plat the alteration of grade in the excess of three (3) from the contours existing upon completion of a public water main or any construction activity which may interfere with a public water main shall be prohibited.

The Rural Water District No. 5, Water Department, hereinafter referred to as RWD#5, or it' s successors shall be responsible for ordinary maintenance of public water mains, but the owner of the tract shall pay for damage or relocation of such facilities causes or necessitated by acts of the owner or his agents or contractors.

That RWD#5, or it' s successors, shall at al times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purposes on installing, maintaining, removing, or replacing any portion of the water facilities owned by it.

The foregoing covenants concerning the water facilities shall be enforceable by RWD#5, or it' s successors, and the owner of each tract agrees to be bound hereby.

The owner of each tract shall be responsible for their meter hook-up, water and membership fee charged at that time by RWD#5.

SURFACE DRAINAGE

The tract shall receive and drain, in an unobstructed manner, the storm and surface water waters from tracts and drainage areas of higher elevation and from Public Streets and easements. No tract owner shall construct or permit to be constructed any fencing other obstructions which would impair the drainage of storm and surface waters over and across his tract, nor alter the construction of drainage works. The foregoing covenants set forth in this paragraph shall be enforceable by any effected tract owner and by the County of Wagoner, Oklahoma. The North Detention pond will be located in the Southern portion of Lot 48 and the Northern portion of Lot 4?. The South Detention pond will be located in the Southern portion of Lot 54 and the Northern portion of Lot 55, all of Block 2. These detention ponds are normally "dry-bottom" ponds but will store runoff water during storm advents. The depth of water in these ponds may reach [illegible], for a short time during large frequency storms. It shall be the responsibility of the respective Lot owners of Lots 49, 50, 54 and 55 of Block 2; (1) to post danger signs and to keep people out of the ponds during times of rain advents, (2) to maintain the structural form so that they will function as detention structures, and (3) to keep the grass mowed to a height of 2 inches.

PAVING AND LANDSCAPING WITHIN EASEMENTS:

The owner of the tract affected shall be responsible for the repair or damage of the landscaping and paving within the utility easement which may result from necessary using or maintenance and installation of underground water, sanitary sewer, storm sewer, electrical, natural gas, communications or telephone facilities, and other services provided however, Wagoner County, Oklahoma. Or the supplier of the utility service shall use reasonable care in the performance of such activities.

PRIVATE SANITARY SEWAGE

With this subdivision sewage is initially intended to be disposed of by individual septic tank disposal systems, or alternative disposal methods approved by the Oklahoma Department of Environmental Quality.

The approval and release of the plat of this subdivision does not constitute guaranty or warranty that each septic tank system will function properly.

No septic system shall be installed within any tract until the plans therefore have been submitted to and approved by the Oklahoma Department of environmental Quality and a permit duly issued by Wagoner County.

The septic system shall be installed and maintained in accordance with the approved plans.

Subsequent to installation of the septic system, no drive, paving, swimming pool, lawn sprinkler system, or building shall be constructed over the area of the tract containing the septic tank or aseptic system lateral lines.

Owner of tract shall be responsible for the expense of their individual septic system.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 1st day of 2004

STATE OF OKLAHOMA )
COUNTY OF Wagoner )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED GERALD SNOW, PRESIDENT OF STORYBOOK HOMES, INC. TO ME KNOWN TO BE THE IDENTICAL PERSON THAT SUBSCRIBED HIS NAME TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE DID SO AS HIS OWN FREE AND VOLUNTARY ACT AND DEED AS PRESIDENT OF STORYBOOK HOMES, INC FOR THE USES AND PURPOSES THEREIN SET FORTH

PUBLIC NOTARY
MY COMMISSION EXPIRES 9-9-06

COMM. EXP. 09-09-2006

**CERTIFICATE OF SURVEY**

I, JOHN F. SHERIDAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA DO HEREBY CERTIFY THAT I DID AT THE INSTANCE OF THE ABOVE NAMED OWNER SURVEY THE ABOVE DESCRIBED TRACT OF LAND AND PREPARE THE ATTACHED PLAT AND DEED OF DEDICATION OF JORDAN OAKS, AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT SURVEY MEETS THE MINIMUM STANDARD OF LAND SURVEYS IN THE STATE OF OKLAHOMA

WITNESS MY HAND AND SEAL THIS 12th TH DAY OF Dec., 2003

JOHN F. SHERIDAN, P.L.S. 345, expires 01/31/2005
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 812, expires 06/30/2005

**CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY**

I, hereby certify that the above noted sub-division, JORAN OAKS II is approved for the use of Public water supply and for individual septic tanks.

By ______ JAN 0 8 2004
Environmental Supervisor of the Oklahoma
Department of Environmental Quality

**CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION**

I, Brenda Robertson, Clerk of the Wagoner County Planning Commission do here now certify that the proposed sub-division of JORDAN OAKS II has been processed through the Wagoner County Planning Commission with approval for acceptance.

Brenda Robertson, Clerk Wagoner County Planning Commission

**CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS**

I, Tom Mayfield Chairman of the Board of Commissioners of the Wagoner County Board of Commissioner do here now approve the acceptance of JORDAN OAKS II as a sub-division of Wagoner County.

Tom Mayfield Chairman of the Wagoner County Board of Commissioners

**CERTIFICATE OF WAGONER COUNTY TREASURER**

I, Mary Sue Tedder, do here now state that the taxes have been paid for the year 2003 and prior years for those properties here in listed to be designated as JORDAN OAKS II.

Mary Sue Tedder, Wagoner County Treasurer

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

**CERTIFICATE OF WAGONER COUNTY CLERK**

I, Jerry Field, the County Clerk of Wagoner County do here now state the sub-division called JORDAN OAKSII has been filed into Wagoner County Records.

Jerry Field, Wagoner County Clerk

ROADS WILL BE MAINTAINED BY WAGONER COUNTY