

The Meadows at Steely Farm

Deed of Dedication and Restrictive Covenants

A PART OF THE S/2 OF THE SW/4 OF SECTION 5, T-18-N, R-16-E
AN ADDITION TO WAGONER COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT GADA DEVELOPMENT CO., INC., IS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN WAGONER COUNTY, OKLAHOMA, TO-WIT:

LEGAL DESCRIPTION

THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) AND THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 16 EAST OF THE I.B. & M., WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID E/2 OF SW/4 OF SW/4; THENCE N 0°59'28" E A DISTANCE OF 1322.14 FEET TO THE NORTHWEST CORNER OF SAID E/2 OF SW/4 OF SW/4; THENCE S 89°58'57" E A DISTANCE OF 1321.13 FEET TO THE NORTHEAST CORNER OF SAID W/2 OF SE/4 OF SW/4; THENCE S 0°07'37" W A DISTANCE OF 1321.74 FEET TO THE SOUTHEAST CORNER OF SAID W/2 OF SE/4 OF SW/4; THENCE DUE WEST A DISTANCE OF 1321.84 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO 39 LOTS AND FIVE BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND AS DESIGNATED THE SAME AS "THE MEADOWS AT STEELY FARM (PHASE I) A SUBDIVISION IN THE COUNTY OF WAGONER, STATE OF OKLAHOMA.

SECTION I

A. ROAD EASEMENT DEDICATION AND UTILITY EASEMENTS

THE DEVELOPER HAS CAUSED THE PROPERTY TO BE SURVEYED, PLATTED AND STAKED INTO LOTS. THE DEVELOPER HEREBY DEDICATES TO THE PUBLIC FOR FUTURE USE FOREVER, UTILITY EASEMENTS AND STREET EASEMENT AS SHOWN AND DEDICATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING, REPLACING ANY AND ALL THE PUBLIC UTILITIES, INCLUDING THE STORM AND SANITARY SEWERS, TELEPHONE LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, CABLE TELEVISION, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, MATTERS AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND RIGHTS-OF-WAYS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR RIGHTS IN ANY AND ALL OF THE STREETS SHOWN ON THE PLAT.

B. UNDERGROUND SERVICE.

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE SERVICES MAY BE LOCATED WITHIN THE PARAMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION. ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND RIGHT-OF-WAY OF PUBLIC STREETS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY, VOLTAGES MAY BE ALSO LOCATED IN EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION, 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 LOT. PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE CABLE OR GAS LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A TEN (10) FOOT STRIP EXTENDING FIVE (5) FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE 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, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND TELEPHONE SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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.

SECTION II

A. WATER, OVERLAND DRAINAGEWAY, WALL FENCE AND SIGN EASEMENT

IN CONNECTION WITH THE PROVISION OF WATER SERVICE, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO-WIT:

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4, OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS 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.

RURAL WATER DISTRICT NO. 4 AND ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE EXCLUSIVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.

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.

THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY WATER DISTRICT NO. 4 OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. SEPTIC TANKS

WITHIN THIS SUBDIVISION, SEWAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS, WHICH ARE SUBJECT TO REGULATION, BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

SUBSEQUENT TO INSTALLATION OF THE SEPTIC SYSTEM, NO DRIVE, PAVING, SWIMMING POOL, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA OF THE LOT CONTAINING THE SEPTIC TANK LATERAL LINES.

C. OVERLAND DRAINAGEWAY

IN CONNECTION WITH THE PROVISIONS FOR OVERLAND DRAINAGE, RETENTION, AND STORAGE, THIS PROPERTY IS SUBJECT TO THE FOLLOWING OVERLAND DRAINAGE EASEMENT:

THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS OVERLAND DRAINAGE EASEMENT IS HEREBY ESTABLISHED BY GRANT OF THE OWNERS AS A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, RETENTION AND STORAGE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. DRAINAGE FACILITIES CONSTRUCTED IN SAID RESTRICTIVE DRAINAGE WAY AREAS SHOULD BE IN ACCORDANCE WITH THE FOLLOWING.

- 1. BANKS AND SIDE SLOPES SHALL BE MAINTAINED IN THEIR PRESENT CONDITION.
- 2. GRADES AND SLOPES OF BANKS SHALL NOT BE ALTERED IN ANY WAY.
- 3. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT TO EXCEED 4 WEEKS.
- 4. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- 5. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.

D. WALL, FENCE AND SIGN EASEMENT

A DECORATIVE FENCE MAY BE LOCATED ON THE LOTS ON THE SOUTH SIDE OF THE SUBDIVISION, WHICH SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION OR THE HOMEOWNER'S ASSOCIATION. CERTAIN LOTS ON THE SOUTH SIDE MAY BE ALSO AFFECTED BY A DECORATIVE ENTRYWAY TO THE SUBDIVISION.

SECTION III RESTRICTIONS AND COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION. THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS CLAIMING UNDER THEM, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, AFTER WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT, SIGNED BY A MAJORITY OF THE EIGHT LOTOWNERS AGREEING TO CHANGE OF SUCH COVENANTS, IN WHOLE OR IN PART, IS PLACED ON RECORD. THESE COVENANTS ARE ENFORCEABLE BY ANY PERSON OR PERSONS OWNING LOTS IN THE SUBDIVISION, BY APPROPRIATE ACTION AT LAW OR EQUITY TO RESTRAIN VIOLATIONS. INVALIDATION OF ANY ONE OF THESE COVENANTS SHALL IN NO WAY AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREIN CONTAINED.

1. ALL OWNERS OF A LOT IN THE MEADOWS AT STEELY FARM SHALL BE OBLIGATED TO PAY ANNUAL DUES INITIALLY ON EACH LOT OWNED OF \$180.00 PER YEAR TO BE USED FOR IMPROVEMENT AND/OR EXPENSES INCURRED AFTER COMPLETION OF DEVELOPMENT. SAID DUES SHALL BE COLLECTED BY THE DEVELOPER OR A MANDATORY HOMEOWNER'S ASSOCIATION. EACH YEAR A REPORT WILL BE GIVEN TO LOT OWNERS OF DUES COLLECTED AND EXPENSES INCURRED. FAILURE TO PAY SAID DUES SHALL CONSTITUTE A LIEN TO BE FILED AGAINST SAID LOT NOT PAYING DUES. SHOULD EXPENSES EXCEED THE ANNUAL INCOME FROM DUES, A MAJORITY OF THE LOT OWNERS MAY VOTE TO INCREASE THE DUES OF THE ASSOCIATION AND THEY SHALL BE THE MINIMUM AMOUNT NECESSARY TO MAINTAIN AND SUPPORT COMMON AREAS OF INTEREST TO THE LOT OWNERS.

2. A BUILDING COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS AND LOCATION FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE BUILDING COMMITTEE IS COMPOSED OF NORA GORDON, PRESIDENT OF GADA DEVELOPMENT, INC., HER ASSIGNS OR HEIRS.

3. ALL LOTS AT THE MEADOWS AT STEELY FARM SHALL BE FOR SINGLE-FAMILY RESIDENTIAL USE ONLY. NO BUILDING OR OTHER STRUCTURE SHALL BE ERRECTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY RESIDENTIAL DWELLING WITH A GARAGE FOR NOT LESS 2 CARS, UNLESS APPROVED IN WRITING BY THE BUILDING COMMITTEE EXCEPT, AS PROVIDED IN ITEM NO. 4.

4. OUTBUILDINGS, NOT TO EXCEED 1,500 SQUARE FEET, SHALL BE OF THE SAME GENERAL CONSTRUCTION AS THE MAIN RESIDENCE, EMPLOYING THE SAME TYPE OF CONSTRUCTION MATERIALS USED IN THE MAIN RESIDENCE AND SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE OR DEVELOPER. NO PORTABLE BUILDINGS ARE ALLOWED. THE BUILDING COMMITTEE MAY APPROVE ANY LARGER BUILDING. NO GALVANIZED, POLE BARN OR METAL BUILDING STRUCTURES MAY BE USED AND ALL OTHERS MUST HAVE A WEINSCOT OF BRICK OR STONE OR OTHER MATERIAL TO MATCH THE RESIDENCE. NO OUTBUILDING SHALL BE USED FOR DWELLING.

5. NO BUILDING, RESIDENCE, FENCE, RETAINING WALL OR ANY OTHER TYPE OF IMPROVEMENT, SHALL BE STARTED ON ANY LOT UNTIL THE BUILDING COMMITTEE HAS APPROVED THE PLANS AND SPECIFICATIONS. NO ABOVE GROUND SWIMMING POOLS SHALL BE ALLOWED.

6. NO LOT THEREIN CONTAINED MAY BE SUBDIVIDED, SPLIT, ALTERED OR CHANGED IN ANY WAY FOR THE PURPOSE OF ACCOMMODATING TWO OR MORE SEPARATE OWNERS OR DWELLINGS.

7. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM PUBLIC STREETS AND EASEMENTS.

8. NO RESIDENTIAL STRUCTURE SHALL BE ERRECTED ON ANY LOT WITH LESS THAN 2,500 SQUARE FEET OF LIVING SPACE, EXCLUSIVE OF 2 CAR GARAGE, ATTIC STORAGE SPACE AND PORCHES. ONE AND ONE-HALF OR TWO STORY DWELLINGS WILL NOT HAVE LESS THAN 1,500 SQUARE FEET GROUND FLOOR AREA AND 1,000 SQUARE FEET ON THE SECOND FLOOR.

9. NO GARAGE DOOR SHALL BE LEFT OPEN FOR AN UNREASONABLE TIME PERIOD

10. NO RESIDENTIAL STRUCTURE SHALL BE ERRECTED OR MAINTAINED NEARER TO THE FRONT OR SIDE STREET LINES THAN THE BUILDING SET BACK LINES. NO SIDE YARD BUILDING LINE SHOULD BE LESS THAN 20 FEET ON EACH SIDE OF A HOUSE, EXCEPT AS RESTRICTED BY EASEMENTS AND BUILDING LINES. UNLESS APPROVED BY ARCHITECTURAL COMMITTEE

11. ALL EXTERIOR WALLS OF ALL RESIDENTIAL AND GARAGE CONSTRUCTION SHALL BE OF AT LEAST 75% MASONRY, EXCLUSIVE OF WINDOWS AND DOORS, AND COVERED PORCHES AND PATIOS, TO THE FIRST FLOOR PLAT LINE. NO ALUMINUM SIDING AND CONCRETE BLOCK OF ANY SORT SHALL BE ALLOWED.

12. SEPTIC TANK SYSTEMS MUST BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, AND EACH SYSTEM SHALL BE PRIVATELY MAINTAINED

13. NO TRADE, BUSINESS OR OTHER NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE THERE ON WHICH IS OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. A PROFESSIONAL OFFICE SHALL BE ALLOWED INSIDE PRIMARY DWELLING, HOWEVER, SAID OFFICE SHALL NOT CREATE UNDE HEAVY TRAFFIC OR PARKING AT ANY RESIDENCE AND NO SIGNAGE ADVERTISING BUSINESS SHALL BE PERMITTED OTHER THAN THE INITIAL SALES OFFICE FOR THE MODEL HOME.

14. NO LOT SHALL BE PERMITTED TO BECOME IN AN UNSIGHTLY OR "JUNK" CONDITION, NOR SHALL ANY JUNK OR TRASH BE ALLOWED TO ACCUMULATE THEREON. NO VEHICLES ARE TO BE PARKED, OR STORED ON GRASS AREAS. NO INOPERATIVE OR UNUSUAL AMOUNT OF VEHICLES MAY BE KEPT AT A LOT IN THE SUBDIVISION.

15. NO ANIMALS OR FOWLS SHALL BE KEPT OR PERMITTED TO REMAIN UPON ANY TRACT IN THE ADDITION EXCEPT DOMESTIC AND HOUSEHOLD PETS, PROVIDED ANY SUCH PETS ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO MORE THAN FOUR OF ANY KIND OF ANIMAL. ALL SUCH ANIMALS OR PET MUST BE RESTRICTIVE TO THEIR LOT AND NOT BE ALLOWED TO ROAM SUBDIVISION.

16. NO TRAILER, TENT, BASEMENT ONLY, SHACK, GARAGE OR OTHER BUILDINGS PREVIOUSLY ERRECTED SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENT.

17. NO BOATS, TRAILER, CAMPERS (MOBILE OR OTHERWISE) OR LIKE RECREATIONAL EQUIPMENT SHALL BE STORED ON ANY LOT UNLESS ENCLOSED IN GARAGE OR SCREENED FROM VIEW FROM ANY DIRECTION. RECREATIONAL VEHICLES MAY BE PARKED ON PRIVATE DRIVEWAYS NOT LONGER THAN A PERIOD OF SEVENTY-TWO (72) HOURS.

18. NO INOPERATIVE VEHICLES OR MACHINERY SHALL BE STORED OR PARKED ON ANY LOT AND EACH LOT SHALL BE KEPT FREE FROM WEEDS, BRUSH, AND HIGH GRASS, AND TRASH AND RUBBISH SHALL NOT BE PERMITTED TO ACCUMULATE UPON ANY LOT.

19. NO ADVERTISING SIGN OR STRUCTURE SHALL BE ERRECTED, PLACED OR MAINTAINED ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, AND SIGNS ERRECTED BY THE OWNER BUILDER, OR DEVELOPER TO ADVERTISE THE DEVELOPMENT OR PARTICULAR PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. SUCH SIGNS MUST BE ON PRIVATE PROPERTY AND NOT IN STREET RIGHT OF WAY. HOWEVER, A MODEL HOME & SALES OFFICE FOR THE DEVELOPED SHALL BE PERMITTED UNTIL DEVELOPMENT IS SOLD OUT.

20. ROOF REQUIREMENTS AS FOLLOWS:

NO METAL ROOFS.
NO FLAT ROOFS.
ROOF COLOR SHALL BE WEATHERED WOOD OR EARTH TONES.
WOOD SHAKE SHINGLES OR COMPOSITION SHAKES ALLOWED.
NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 9/12 OVER 75% OF THE ROOF.

21. NO TRASH RECEPTACLES ARE TO BE VISIBLE FROM THE STREET SIDE OF ANY RESIDENCE & SHALL BE ENCLOSED WITH PRIVACY FENCING.

22. NO EXPOSED CLOTHES LINE POLES OR OTHER OUTDOOR DRYING APPARATUS WILL BE PERMITTED ON ANY LOT. NO GARBAGE CANS OR TRASHCANS ARE TO BE VISIBLE FROM THE STREET. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION, AND CB RADIO, SHALL BE ERRECTED ANYWHERE IN THE MEADOWS AT STEELY FARM WITHOUT THE APPROVAL OF THE DEVELOPER OR ARCHITECTURAL COMMITTEE.

23. ALL MAILBOX INSTALLATION MUST BE INSTALLED IN ACCORDANCE WITH THE COUNTY SPECIFICATIONS. THOSE SPECIFICATIONS MAY BE ACQUIRED FROM THE DEVELOPER OF THE MEADOWS AT STEELY FARM. EACH OWNER SHALL BE RESPONSIBLE FOR INFORMING THEIR BUILDER OF SAID REQUIREMENT.

24. BOUNDARY FENCES, WHETHER ORNAMENTAL OR OTHERWISE, SHALL NOT BE ERRECTED MORE THAN 72 INCHES IN HEIGHT. WOODEN OR "STOCKADE" FENCES OR CHAIN LINK FENCE MAY ONLY BE USED FOR BACK YARDS OR AROUND SWIMMING POOL AREAS, AND SHALL NOT EXCEED FURTHER THAN THE REAR CORNER OF HOUSE. WOOD FENCES, AS APPROVED, WILL BE KEPT STAINED, OILED OR PAINTED. ALL FENCE DESIGNS MUST BE APPROVED BY THE BUILDING COMMITTEE. PRIVACY FENCES WITH A MAXIMUM OF SIX FEET HIGH AROUND PATIOS WILL ALSO BE PERMITTED. NO CHAIN LINK OR BARBED WIRE FENCES MAY BE USED IN FRONT OF HOUSE. NO FENCE WILL BE BUILT THAT IMPEDES THE FLOW OF WATER ACROSS THE LOT OR ADJACENT LOTS.

25. WALKS OR DRIVEWAYS WILL BE BRICK, CONCRETE OR ASPHALT EXTENDING TO THE STREET WITH MASONRY HEADWALLS TO MATCH HOUSE. ALL DRIVEWAY ACCESS FROM THE ROAD WILL BE ACROSS AN APPROVED CULVERT, WHOSE SIZE AND DESIGN MUST BE APPROVED BY THE BUILDING COMMITTEE.

26. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS ADDITION, WHICH EXCEEDS A HEIGHT OF MORE THAN 2 STORIES EXCEPT AS APPROVED BY THE BUILDING COMMITTEE.

27. ALL TELEVISION OR RADIO ANTENNAS MUST BE SCREENED FROM PUBLIC VIEW FROM ANY DIRECTION.

28. BUILDING SETBACK LINES MUST BE AT LEAST 50 FEET FROM THE CENTER OF THE ROAD.

29. NO DISCHARGE OF FIREARMS WITHIN THE LIMITS OF THE SUBDIVISION SHALL BE PERMITTED.

30. SEMI-TRAILERS AND SEMI-TRAILER TRUCKS SHALL NOT BE ALLOWED OR PARKED ON OR REPAIRED ON WITHIN THE SUBDIVISION. NO MECHANICAL WORK ON AUTOMOBILES SHALL BE PERFORMED ON DRIVEWAYS.

31. NO GARAGE SALES SHALL OCCUR IN SUBDIVISION OTHER THAN A JOINT NEIGHBORHOOD GARAGE SALE PLANNED ON TWICE PER YEAR.

SECTION IV ENFORCEMENT, DURATION, AMENDMENT AND SERVABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM. IF THE UNDERSIGNED OWNERS, OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

B. DURATION

SECTION III OF THESE COVENANTS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JULY 1, 2028, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR AMENDED AS SECTION I AND II MAY BE AMENDED FROM TIME TO TIME BY CONSENT OF THE WAGONER COUNTY PLANNING COMMISSIONERS OR AS OTHERWISE PROVIDED BY LAW.

C. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT THE PARTIES HERETO OR THEIR SUCCESSORS, HEIRS, OR ASSIGNS, SHALL VIOLATE OR BREACH ANY OF THE ABOVE COVENANTS, ANY PERSON OR PERSONS OWNING ANY LOT IN THE MEADOWS AT STEELY FARM SHALL HAVE THE RIGHT TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH SUCH COVENANTS CONTAINED HEREIN BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE OR EFFECT.

ROADS WILL BE
MAINTAINED BY
WAGONER COUNTY

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, DECLARANT HAS EXECUTED THIS DECLARATION AS OF THIS
DAY OF February 2004

GADA DEVELOPMENT COMPANY, INC.
NORA GORDON, PRESIDENT
STATE OF OKLAHOMA } SS
COUNTY OF WAGONER }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11th DAY OF February, 2004, PERSONALLY APPEARED Nora Gordon to ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES: 2/28/2006 NOTARY PUBLIC

CERTIFICATE OF SURVEY

I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE MEADOWS AT STEELY FARM, AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 11TH DAY OF February 2004.

KEVIN M. NEWLUN
OKLAHOMA REGISTERED LAND SURVEYOR #1289
BENCHMARK SURVEYING AND LAND SERVICES, INC.,
C.A. #2235, EXP 6-30-04



STATE OF OKLAHOMA } SS
COUNTY OF WAGONER }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11th DAY OF February, 2004, PERSONALLY APPEARED Kevin M. Newlun to ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES: NOTARY PUBLIC

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, THE MEADOWS AT STEELY FARM, IS APPROVED FOR THE USE OF PUBLIC WATER SUPPLY AND FOR INDIVIDUAL SEPTIC TANKS.

DATED THIS 20 DAY OF February 2004.

Robert B. Burt
ENVIRONMENTAL SUPERVISOR OF THE OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY.

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION, DO HERE NOW CERTIFY THAT THE PROPOSED SUBDIVISION, THE MEADOWS AT STEELY FARM, HAS BEEN PROCESSED THROUGH THE WAGONER COUNTY PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

Brenda Robertson
BRENDA ROBERTSON, DIRECTOR OF THE WAGONER COUNTY PLANNING COMMISSION

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, TOM VINCENT, CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE WAGONER COUNTY BOARD OF COMMISSIONERS, DO HERE NOW APPROVE THE ACCEPTANCE OF THE MEADOWS AT STEELY FARM AS A SUBDIVISION OF WAGONER COUNTY.

Tom Vincent
TOM VINCENT, 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 2004 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS THE MEADOWS AT STEELY FARM.

Mary Sue Tedder
MARY SUE TEDDER, WAGONER COUNTY TREASURER



CERTIFICATE OF WAGONER COUNTY CLERK

I, JERRY FIELD, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED THE MEADOWS AT STEELY FARM HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

Jerry Field
JERRY FIELD, WAGONER COUNTY CLERK