

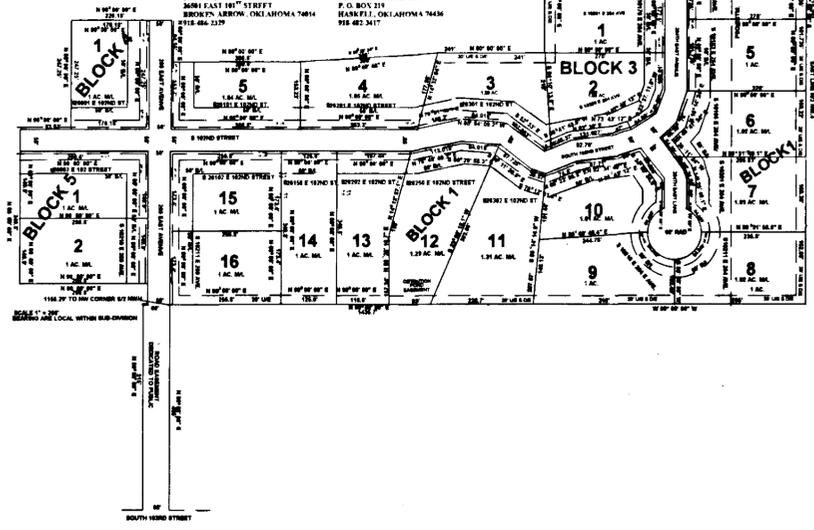
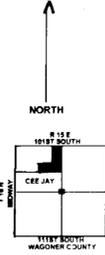
NATURAL SPRINGS II

A SUBDIVISION OF PART OF THE NW/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST

WAGONER COUNTY, STATE OF OKLAHOMA

A tract of land in the N/2 NW/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma described as: Beginning at the NE corner of the N/2 NW/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma; THENCE South 1316.545 feet, thence West 1435.7 feet, thence South 465 feet, thence West 50 feet, thence North 515 feet, thence West 290.6 feet, thence North 349.8 feet, thence East 83.82 feet, thence North 247.25 feet, thence East 226.18 feet, thence South 94.55 feet, thence East 300.6 feet, thence North 86 degrees 26 minutes 24 seconds East a distance of 309 feet, thence East 241 feet, thence North 708.295 feet, thence East 590 feet to the point of beginning, containing 33.57 acres, more or less.

AND
A 60 foot road easement: The East 60 feet of the following tract, beginning at a point 955.42 feet East of the Northwest corner of the S/2 NW/4 of Section 26, Township 18 North, Range 15 East, thence South 89 degrees 41.00344 minutes East along the North line of said S/2 NW/4 a distance of 259.87 feet, thence due South a distance of 500 feet, thence North 89 degrees 41.00344 minutes West a distance of 155.28 feet, thence South 86 degrees 18.43718 minutes West a distance of 104.80 feet, thence due North a distance of 507.33 feet to the point of beginning.



NATURAL SPRINGS II

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Judy Gilstrap is the owner of the following described real property, situated in the County of Wagoner, State of Oklahoma of Oklahoma, to-wit:

LEGAL DESCRIPTION

A tract of land in the N/2 NW/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma described as: Beginning at the NE corner of the N/2 NW/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma; THENCE South 1316.545 feet, thence West 1435.7 feet, thence South 465 feet, thence West 50 feet, thence North 515 feet, thence West 290.6 feet, thence North 349.8 feet, thence East 83.82 feet, thence North 247.25 feet, thence East 226.18 feet, thence South 94.55 feet, thence East 300.6 feet, thence North 86 degrees 26 minutes 24 seconds East a distance of 309 feet, thence East 241 feet, thence North 708.295 feet, thence East 590 feet to the point of beginning, containing 33.57 acres, more or less.

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And she has caused the above property to be surveyed, platted, and subdivided into 27 lots, 5 blocks in conformity with the accompanying plat, and has designated the same as "NATURAL SPRINGS II", an addition to the Wagoner County, State of Oklahoma.

A. UTILITY EASEMENTS

The undersigned owner further dedicates to the Public for use forever, easements and street rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and 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 of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on said plat. The dedication of utility water easement(s) is a restricted water service to Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District, Wagoner County.

B. ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE

In connection with the installation of underground electric, telephone and cable television services, all of the lots are subject to the following:

- 1. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the East, West, South and North side of the subdivision. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines may also be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be also located in such easement ways.

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- 2. Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest power pole, service pedestal, overhead pole lines for the supply of electric, telephone and cable television service may be located along the East, West, South and North side of the subdivision. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines may also be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be also located in such easement ways.

- 3. Underground service cables to all houses which may be located on all lots in said Addition or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon the installation of such a service cable to a particular house, the supplier of electric service and of cable television 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 house.

- 4. The supplier of electric, telephone and cable television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purposes of installing, removing, or replacing, or repairing any portion of said underground electric facilities or cable television so installed by it.

- 5. 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 said electric facilities. The Company 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.
- 6. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of electric, telephone, and cable television service, and the owner of each lot agrees to be bound thereby.

SECTION II. WATER, OVERLAND DRAINAGEWAY, WALL FENCE AND SIGN EASEMENT

a. All Waterlines shall be placed in a waterline easement dedicated exclusively to Wagoner County Rural Water, Sewer, Solid Waste and Natural Gas District No. 4. (WCRWSSW&NGD#4).

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

c. 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.

d. That WCRWSSW&NGD#4, 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 caused or necessitated by acts of the owner or his agents or contractors.

e. That WCRWSSW&NGD#4, or it's successors, shall at all 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 of installing, maintaining, removing, or replacing any portion of the water facilities owned by it.

f. The owner of each tract shall be responsible for their meter hook-up, water and membership fee charged at that time by WCRWSSW&NGD#4.

B. SEPTIC TANKS

Within this subdivision, sewerage is initially intended to be disposed of by individual septic tank disposal systems which are subject to regulation by the Wagoner County Office of the Oklahoma DEQ.

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

No septic system shall be installed within any lot until the plans therefor have been submitted to and approved by the Wagoner County Office of the Oklahoma DEQ and a permit duly issued.

The plans of each septic system to be submitted to the Wagoner County Office of the Oklahoma DEQ shall include a sewer service line located and designed to permit effective connection to future public sanitary sewer extensions to the lot.

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, or building shall be constructed over the area of the lot containing the septic system lateral lines.

In the event Rural Water District No. 4, Wagoner county shall extend the collection lines of a public sanitary sewerage system to each lot with the subdivision, then each lot owner, whether or not his septic system is properly functioning, may at his cost connect to the public sanitary sewerage system.

C. OVERLAND DRAINAGEWAY

In connection with the provisions for overland drainage, retention, storage, and storm sewer, this property is subject to the following overland drainage and storm sewer easement:

The area designated on the accompanying plat as overland drainage and storm sewer 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 standards prescribed by the Planning Commission of the County of Wagoner:

- 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 appurtenance shall be maintained in good condition and replaced if damaged.
- 5. Area within easements shall be kept free of debris.

Said restrictive drainage way area and facilities shall be maintained by the lot owners of this subdivision at their cost in accordance with standards prescribed by the Storm Water Management Department of the Planning Commission of the County of Wagoner. In the event said lot owners should fail to adequately and properly maintain said drainage way area and facilities the Planning Commission of the County of Wagoner or its designated contractor may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owners proportionately on the basis of ownership. No fence, wall, planting, building, or other obstruction may be placed or maintained in such restrictive drainage way areas.

D. SIGN EASEMENT

An entrance Wall, (Gate) and/or signs indicating the name NATURAL SPRINGS may be located where deemed necessary by the Developer.

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 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 then owners of the lots 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 Natural Springs shall be members of the Natural Springs Homeowners Association and shall be subject to the provisions of a Declaration of Covenants, conditions and restrictions applicable to Natural Springs. Members of the Natural Springs Homeowners Association shall establish the dues of the Association and they shall be the minimum amount necessary to maintain and support common areas of interest to the membership.

2. A Building Committee is hereby formed and shall approve all plans for any structure to be placed or built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Building Committee is composed of Judy Gilstrap, her heirs or assigns. The Building Committee or her assigns, shall have the right and responsibility to change or alter any of all of the covenants here in listed. The Building committee shall exist until March 1, 2006 at which time the responsibility will be taken over by the Home Owners Association.

3. All lots of Natural Springs shall be for single-family residential use only. No building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling, with private garage for two (2) cars or more, attached or detached, and a storage barn, unless approved in writing by the Building Committee. Only Doublewide New Mobile Homes and used Doublewide Mobile Homes up to three- (3) year in age will be allowed. Construction of residences must be completed within one year of receiving building permit. No more than two (2) access entrances to tract shall be allowed from publicly dedicated street adjacent to tract. All Mobile Homes shall be centered within it's respective lot and shall be facing the access road with the front of

the mobile located on the fifty (50) foot building line. All Mobile homes shall be "skirted" within two (2) months and the "skirting" shall be masonry composite or skirting of equal durability, of solid opaque material and shall be maintained at all times.

4. Outbuildings, not to exceed 1000 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. All portable buildings and any larger building to be approved in writing by the Building Committee.

5. No building, residence, fence, retaining wall or any other type of improvement, shall be started on any lot until the plans and specifications, plot plan or any other plans or information necessary to determine the ultimate improvement or facility plans for any lot shall have been submitted to and approved by the Building Committee to take into consideration the suitability of the proposed improvements to the site, and consider the harmony thereof with surroundings, and the effect of the planned improvements on the outlook for the adjacent or neighboring.

6. No lot herein contained may be subdivided, split, altered or changed in any way for the purpose of accommodating two or more separate owners unless approved by the Oklahoma Department of Environmental Quality.

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 or Mobile Home shall be erected or placed on any lot with less than 1400 square feet of living space, exclusive of garage, carport and porches. One and one-half and two story dwellings will not have less than 1200 square feet ground floor area.

9. No garage door opening will face the private street. Garage door openings for corner lots to be determined by the Building Committee.

10. No residential structure shall be erected or maintained nearer to the front or side street lines than the building set back lines. No side yard should be less than 20 feet on each side of a house, except as restricted by easements and building lines.

11. No outside storage of building material materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to construction. Construction shall be completed in four (4) months.

12. Septic tank systems must be in accordance with the requirements set forth by the State of Oklahoma Health Department of Environmental Quality, and each system shall be privately maintained.

13. No noxious trade, business or other noxious or offensive activity shall be permitted nor shall anything to be done there on which is or may become an annoyance or nuisance to the neighborhood.

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. Weekly trash pick-up must be provided by owner through service of a trash collection company.

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.

16. No structure of temporary character, basement, tent, shack, garage, barn or other out building can be used as a residence, temporarily or permanent. No storage or portable building shall be used as a residence and shall not be constructed before the main residence is completed. Portable storage shall as a "Butler", "Monroe" or other steel-type building are allowed on this property, for the storage only and not as living structure(s). No lean-to's or galvanized pole barns are permitted. No storage building shall be constructed forward of the dwelling structure.

17. No boats, trailer, campers (mobile or otherwise) or like recreational equipment shall be stored on any lot unless located behind the living structure. Recreational vehicles may be parked on private driveways no 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. All vehicles must carry current registration.

19. No advertising sign or structure shall be erected, placed or maintained on any lot, except profession signs advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction or sales period of any dwelling structure. Such signs must be on private property.

20. These tracts shall not be used or maintained as a dumping ground for rubbish, trash garbage or other waste. All waste shall be kept in sanitary containers and all other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. Burning of trash and other materials are prohibited.

21. No trash receptacles are to be visible from the street side of any residence unless during day of pick-up.

22. No exposed clothes line poles or other outdoor drying apparatus, unless screened, will be permitted on any lot. No garbage cans or trash cans are to be visible from the street. This restriction shall not exclude the installation of underground garbage and trash storing devices.

23. So long as a rural type mailbox is in use in Natural Springs by the United States Postal Service, all mailbox pedestal design and location in Natural Springs shall conform to that specific plan approved by the Building Committee and adopted by the Natural Springs Homeowners Association. The mailbox shall be positioned so that it is accessible from the curb and 6' from the "inside edge" of the driveway. "Inside Edge" shall mean the edge of the driveway, which borders the largest continuous lot area. The top of the mailbox shall be 42" from street level.

24. Fences, whether ornamental or otherwise, shall not be erected more than 72 inches in height, except as herein provided. Wood "split rail" type fences or chain link fencing will be used for all lot perimeters. No barbed wire fencing shall be allowed across front of tract. All fence designs must be approved by the Building Committee. Chain link fences around pool decks will be permitted as approved by Building Committee. Private fences 7 feet high around patios will be permitted. No fence will be built forward of the front building line. No fence will be built that impedes the flow of water across the lot or adjacent lots.

- 4. No building shall be constructed on any lot in this addition, which exceeds a height of more than two (2) stories except as approved by the Building Committee.
- 5. All television or radio antennas shall be contained to the backyard, and sufficient privacy to shield its view from adjacent lot owners.
- 6. The required building setback shall be fifty (50) feet.
- 7. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on or repaired on front of property, street or front of building line.

29. No Swine, livestock, poultry or fowl (other than tracts 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 they are not kept or

maintained for commercial purposes. No more than two (2) dogs and two (2) cats per tract are allowed. Animals must be fenced in or kept on a leash.

30. 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 activities with the tract so long as (a) the existence, or operation of the business is not apparent or detectable by sight or sound, or smell from the outside, the tract and no sign indicating such business is placed on said tract; (b) the business activity conforms to all zoning requirements (s) the business activity does not involve regular visitation of the tract by clients, customers, suppliers or other business invitees 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 or safety of the other residents of the tracts. The Terms "business" and "trade" in this provision shall be construed to have the ordinary, generally accepted meaning.

31. No discharge of firearms within the limits of the NATURAL SPRINGS sub-division shall be allowed.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

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 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 April 1, 2025, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as herein provided. Section I and II are specifically exempted from this termite date. Items contained within said Section I and II may be amended from time to time by consent of the applicable utility company and the Owner with the consent of the Wagoner County Planning Commission 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 Natural Springs 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 or to recover damages for such violations. Invalidation of any one of the 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration on 21 (day) of August (month), 2001.

STATE OF OKLAHOMA)
COUNTY OF WAGONER)
By: *Judy Gilstrap*
Judy Gilstrap, Declarant

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Judy Gilstrap to me known to be the identical person that subscribed her name to the above instrument and acknowledged to me that she did so as her own free and voluntary act and deed for the purposes therein set forth.

My commission expires 5/8/2005
By: *Dorey Brant*
Dorey Brant, Notary Public

CERTIFICATE OF SURVEY

I, John F. Sheridan, a registered Land Surveyor in the State of Oklahoma have surveyed the above noted property, and do here state that said survey is correct to the best of my knowledge.

Witness my hand and seal this 21 day of August, 2001.
By: *John F. Sheridan*
John F. Sheridan P.L.S. 3
Oklahoma Certificate of A...

CERTIFICATION OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY

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

By: *Randall B. ...*
Environmental Supervisor of the Oklahoma
Department of Environmental Quality

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

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

By: *Brenda Robertson*
Brenda Robertson, Chairman Wagoner County Planning Commission

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, Allen Farley, Chairman of the Board of Commissioners of the Wagoner County Board of Commissioners do here now approve the acceptance of NATURAL SPRINGS II as a sub-division of Wagoner County.

By: *Allen Farley*
Allen Farley, Chairman of the Wagoner County Board of Commissioners

CERTIFICATE OF WAGONER COUNTY TREASURER

I, Mary Sue Todder do here now state that the taxes have been paid for the year 2000 and proceeds for those properties here in listed to be designated as NATURAL SPRINGS II.

By: *Mary Sue Todder*
Mary Sue Todder, Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK

I, Jerry Field, the County Clerk of Wagoner County, do here now state the sub-division of NATURAL SPRINGS II has been filed into Wagoner County Records.

By: *Jerry Field*
Jerry Field, Wagoner County Clerk