

KNOW ALL MEN BY THESE PRESENTS, RAR DEVELOPMENT, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Developer," is the owner of the following described land in the County of Wagoner, State of Oklahoma, to-wit:

A part of E/2 of Section 30, T.19-N.R.15-E. of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows:

Commencing at the Northeast corner of said Section 30, thence S00°13'32"E along the East line of said Section 30, 1822.02 feet to the point of beginning, thence S00°13'32"E along the East line of said Section 30, 434.18 feet, thence S60°07'05"W 215.46 feet, thence Southerly 64.80 feet along a curve to the right having a radius of 175 feet, central angle of 211°2'54" and a tangent bearing of S21°14'31"E, thence S00°13'32"E 131.39 feet, thence Easterly 44.28 feet along a curve to the left having a radius of 25 feet and a central angle of 101°29'12", thence N89°41'26"E 104.00 feet, thence N89°41'26"E to a point on the East line of said E/2, thence S00°13'32"E along said East line 70.00 feet, thence S89°47'26"W 100.00 feet, thence N78°51'33"W 50.96 feet, thence S89°47'26"W 75.00 feet, thence N00°13'32"W 207.14 feet, thence Northwesterly 38.65 feet along a curve to the left having a radius of 125 feet and a central angle of 174°2'56", thence S60°07'05"W 1639.74 feet, thence S00°13'32"E 18.51 feet to the Northeast corner of NEW BEDFORD II, a subdivision of Wagoner County, Oklahoma, along the North line of said subdivision, 138.95 feet to the Northeast corner of said subdivision and a point on the West line of said E/2, thence N00°04'12"W along said West line 450.67 feet, thence N89°56'11"E 177.27 feet, thence Southerly 38.51 feet along a curve to the left with a radius of 475 feet, a central angle of 04°38'43" and a tangent bearing of S00°57'48"E, thence Easterly 41.72 feet ground a curve to the left with a radius of 25 feet and a central angle of 95°37'33", thence Northwesterly 87.75 feet ground a curve to the left with a radius of 275 feet and a central angle of 18°16'55", thence N60°20'07"E 1152.29 feet, thence N29°31'00"W 120.00 feet, thence S89°53'47"W 14.85 feet, thence N00°06'13"W 125.00 feet, thence S89°53'47"W 57.67 feet, thence N00°01'32"W 175.00 feet, thence S89°53'47"W 132.57 feet, thence N00°06'13"W 125 feet, thence S89°53'47"W 62.50 feet, thence N00°06'13"W 175 feet, thence S89°53'47"W 57.50 feet, thence N00°06'13"W 125 feet, thence S89°53'47"W 707.92 feet, thence Southwesterly 28.38 feet along a curve to the left having a radius of 25 feet and a central angle of 66°25'19", thence S89°53'47"W 174.41 feet, thence N00°01'02"E 190.00 feet, thence N89°53'47"E 1328.23 feet, thence S00°13'32"E 30.14 feet, thence N89°58'42"E 1312.41 feet to the point of beginning containing 43.40 acres more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "NEW BEDFORD II", a subdivision in Wagoner County, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Developer does hereby dedicate for the public and the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 use the streets, as designated on the accompanying plat, and does further dedicate for the public and the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 use the utility easements as designated on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing 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 such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or right-of-way as shown. PROVIDED, HOWEVER, that the Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair and underground water or sewer mains, electric, natural gas, communication or telephone service.

B. Underground Electric and Communication Service

- Overhead lines for the supply of electric and communication services may be located along South 209th East Avenue and the west boundary of the subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision, all supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- Underground service cables to all structures which may be located on all lots in 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 each said lot, provided that upon the installation of such a service cable to a structure, the suppliers of electric or communication 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 structure.
- The supplier of electric or communication service, through its proper agents and employees, shall have the right of access to all public streets, public utility easements 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 facilities so installed by it.
- The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Utility Company will be responsible for ordinary maintenance of underground electric and communication 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.
- The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric or communication service, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Service

- The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.
- Within the depicted utility easement areas, the alteration of grade in excess of 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.
- Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 or its successors will be responsible for ordinary maintenance of public water or sewer mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public sewer mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of their respective underground water or sewer facilities.
- The owner of the 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, provided, however, the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow shall use reasonable care in the performance of such activities.

D. Limits of No Access

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South 209th East Avenue within the bounds designated as Limits of No Access (L.N.A.) as shown on the attached plat, which "Limits of No Access" may be modified, amended, or released by the concurring approval of Wagoner County, or its successor, 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 Wagoner County, and the owner of each lot agrees to be bound hereby.

E. Landscape Easement

The Owner herein establishes for the benefit of the Property Owners' Association a perpetual easement as depicted on the accompanying plat as "landscape easement", for the purposes of the erection and maintenance of decorative fencing and walls and landscaping and irrigation system and maintenance of such facilities shall be the obligation of the property owners' association.

RESERVES "A" and "B"

Reserves "A" and "B" are hereby established for green belt and detention purposes for subsequent conveyance to the property owners' association. These areas are also dedicated as general utility easements.

1. For the Common use and benefit of the owners of lots within the Subdivision and for the benefit of Wagoner County, detention and drainage facilities are to be constructed in Reserve Areas "A" and "B" which is necessary to meet Wagoner County detention requirements applicable to the Subdivision, and for the further purpose of permitting the free conveyance and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the subdivision.

2. Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the Wagoner County, and plans and specifications approved by the County Engineer of Wagoner County.

3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement areas nor shall there be any alteration of the grades or contours in such easement areas unless approved by the County Engineer of Wagoner County, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2-1/2) inches shall not require the approval of the County Engineer of Wagoner County.

4. The detention easements or drainage facilities located thereon shall be maintained by the Association in accordance with the following standards:

- The detention easement areas shall be kept free of silt, obstruction and debris.
- The detention easement areas shall be mowed during the growing season at intervals not exceeding four (4) weeks.
- Concrete structures, if any shall be maintained in good and working condition; and

5. In the event the Association should fail to properly maintain the detention easement areas and facilities there situated Wagoner County, or its designated contractor, may enter the detention easement areas and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the Association.

6. In the event the aforesaid Association fails to pay the cost of land maintenance after completion of the maintenance and receipt of a statement of cost, Wagoner County may file of record a copy of the statement of cost, and thereafter the costs shall be a lien against each of the lots within the subdivision. PROVIDED, HOWEVER, the lien against each lot shall not exceed its proportionate share, based on the total number of lots in the Association, of the Association's cost of maintenance. A lien established shall be subordinate to the lien of any first mortgage, as above provided may be foreclosed by Wagoner County.

G. RESERVE "C"

Reserve "C" shall be used for a swimming pool, open space, recreation and landscaping and is reserved for subsequent conveyance to the Property Owners' Association to be formed pursuant to Section III hereof. This area is also dedicated as a general utility easement.

H. RESERVE "D"

Reserve "D" shall be used for pedestrian access to and from the Addition and the School and is reserved for subsequent conveyance to the Property Owners' Association to be formed pursuant to Section III hereof. This area is also dedicated as a general utility easement.

SECTION II. RESTRICTIVE COVENANTS

THEREFORE, the Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. Use of Land

- All lots shall be known and described as residential lots and shall be used for single-family residences and accessory uses.
 - Reserve Areas "A" and "B" shall be used for open space, landscaping, recreation and detention facilities, and are reserved for subsequent conveyance to the Property Owners' Association to be created.
 - Reserve "C" shall be used for a swimming pool, open space, recreation and landscaping, and is reserved for subsequent conveyance to the Property Owners' Association to be created.
 - Reserve "D" shall be used for pedestrian access to and from the Addition and the School and is reserved for subsequent conveyance to the Property Owners' Association to be formed pursuant to Section III hereof.
- B. Minimum Lot Size, Yards and Setbacks
- Minimum Lot Size. No lot shall be lot-split or re-subdivided into any lot having an area of less than 6,000 square feet to be divided into a parcel having less than 6,000 square feet if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two parcels is not less than 6,000 square feet.
 - Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines depicted on the plat.
 - Side Yard. Each lot shall maintain side yards which are not less than five feet (5) in width. Side yard abutting a street shall not be less than 15 feet unless the garage entry is located on such side where it then shall be no less than 20 feet.
 - Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, the customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 10 feet to rear lot line nor encroach upon any utility easement.
 - Maximum Structure Height. The maximum structure height shall be 35 feet.

C. Floor Area of Dwellings

- Single Story. A single story dwelling shall have at least 1,200 square feet of finished heated living area.
- Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,000 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 1,600 square feet of finished heated living area.
- Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plat level to the face of the outside wall. Required living area must average at least seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) feet six (6) inches for at least one-half (?) of the required living area, and any area of less than five (5) feet in height shall be excluded.
- Waiver. The Architectural Committee may waive, in the particular instance, the floor area requirements set out in Paragraph 1.

D. Garage

Each dwelling shall have a attached garage for at least two automobiles.

E. Building Material Requirements

- Stem Walls. All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.
- Roofing. The roof of the dwelling erected on any lot shall be 230 pound/25 year shingles, or equal and shall be weathered wood in color. The roof system shall have a minimum 6/12 pitch, except for porches and patios. All roof vents shall be painted.
- Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 100% brick, stone, or stucco to the top plate of the first floor, provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (Exclusive of Fireplace chase)

F. Commercial Structures

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

G. Noxious Activity

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

H. Signs Prohibited

The construction or maintenance of advertising signs, or other advertising structures on any lot is prohibited, except as follows:

- Signs advertising the sale or rental of a property are permitted, provided they do not exceed 9 square feet in display surface area.
- During the development period of NEW BEDFORD II and subsequent phases of additional adjacent developments, signs advertising the subdivision or the initial offering of a lot may be located at the entrances to NEW BEDFORD II.
- Permanent signs identifying the subdivision and subsequent phases of additional adjacent developments may be located at the entrances to NEW BEDFORD II.

I. Existing Building

No existing erected building of any sort may be moved onto or place on any lot.

J. Temporary Structures and Outbuildings

- No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.
- Except for building existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the specifications and design thereof are approved by the Architectural Committee.

K. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within NEW BEDFORD II.

L. Antenna

No exterior radio or television tower, aerial, antenna, or satellite dish shall be located upon any lot, except a receiver dish not to exceed 20-inches in diameter which is attached to the dwelling.

M. Interior Fences or Walls

Interior fences and walls situated upon residential lots shall comply with the following:

- No such fence or wall shall exceed 6 feet in height. No fence or wall shall be erected or maintained on the street side of the building setback lines depicted on the plat. Fence or walls shall be wood, wrought iron, or masonry construction. Chain link is not acceptable. Vinyl coated chain link fence with wood post and top rail restricted to Reserve Areas only.

N. Swimming Pools

Above Ground Swimming Pools are prohibited.

O. Trash Containers

Trash containers, except during periods of collection shall be stored out of view from abutting streets. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

P. Basketball Goals

No basketball goals or structures are allowed in the street rights of way.

Q. Architectural Committee-Plan Review

- No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of Terry Davis and Charles Ramsey, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above-named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to prevent any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within 30 days after such submission, or in the event no suit is taken to the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.
- The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any or prevent any or prevent any or prevent any subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain.
- The powers and duties of the Committee or its designated representative shall cease on the 1st day of December, 2008.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. Formation of Owners' Association

The Developers have formed or shall cause to be formed the NEW BEDFORD II Property Owners' Association, Inc. (hereinafter referred to as the Association), a non-profit entity established pursuant to the General Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the streets and other common areas including "Reserves A", "B", "C" and "D" and their recreational facilities, detention facilities and the landscaping and fencing in the landscape easements and enhancing the value, desirability and attractiveness of NEW BEDFORD II.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The owners and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, not to exceed \$350.00 per year per lot owned, provided, however, the Board of Directors may increase each year subsequent to the initial assessment year, the maximum assessment, by the percentage increase, if any of the Consumer Price Index occurring over the 12 months ending 60 days prior to the current assessment period or 5%, whichever is greater. "Consumer Price Index" shall mean the index published by the U. S. Department of Labor for the area including Wagoner, Oklahoma. Annual assessments exceeding the amount above set forth shall require the assent