

Pecan Grove
Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

D & E Land and Development Co., L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the County of Wagoner, State of Oklahoma, to wit:

WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 NE/4) AND SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SE/4 SE/4 NE/4) LESS AND EXCEPT THE NORTH 145 FEET THEREOF; AND SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) LESS AND EXCEPT THE EAST 305 FEET OF THE SOUTH 305 FEET OF THE WEST 960 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) THEREOF; ALL IN SECTION 9, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

and has caused the above described land to be surveyed, stacked, platted and subdivided in to lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designed the subdivision as "Pecan Grove", a subdivision in Wagoner County, State of Oklahoma.

DEED OF DEDICATION

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, 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 the utility easements for the uses and purposes aforesaid, provided however, the utility easements above dedicated to the public shall additionally be deemed a grant, to any entity providing sanitary sewer and water service to the subdivision and the Owner/Developer hereby reserves the right to conduct, 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 re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat or areas not included within the plat. No building, structure or other ground obstruction shall will interfere with the purposes aforesaid will be placed, erected installed or permitted upon the easements or right-of-way as shown.

B. Underground Services

- 1. Street light poles or standards may be served by over head line or underground cable television as gas lines shall be located underground in the easement-ways dedicated for general utility services and in the rights-of-way of the public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement-ways.
- 2. Underground service cables to all structures which 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 the structure, as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the line service entrance on the structure.
- 3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, at all times have right of access to all easement-way 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 of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- 5. The foregoing covenants set forth in this Paragraph B shall be enforceable by the supplier of the electric, the telephone, cable television or gas services and the owner of the lot agree to be bound hereby.

C. Water, Sewer and Gas Services

- 1. Each supplier of water, sewer, or gas service through its agents and employees shall at all times have right of access to all easement-ways shown on said plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground facilities installed by the supplier of service.
- 2. The owner of the lot shall be responsible for the underground facilities located on his lot, and shall prevent the alteration of grade or any construction activity which would interfere with the facilities. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for any damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or his agents or contractors.
- 3. The foregoing covenants set forth in this Paragraph C shall be enforceable by the supplier of service and the owners of the lot agree to be bound hereby.

D. Surface Drainage

- 1. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph D shall be enforceable by any affected lot owner and by the County of Wagoner, Oklahoma

2. DETENTION AREA MAINTAINED BY LOT OWNERS - The areas designated on the Pecan Grove Subdivision "Detention Area", is hereby established by grant of the Owner/Developer as a perpetual easement for the common use and benefit of the various lot within the this subdivision for the purpose of constructing and maintaining storm water detention and drainage facilities in accordance with standards prescribed by the County of Wagoner on in accordance with plans and specifications approved by the County Engineer of the County of Wagoner. No fence, wall, planting, building, or other obstruction may be placed or maintained in said detention area without approval of the County Engineer of the County of Wagoner, and there shall be no alterations of the grades or contours in said detention area or drainage channel without the approval of said County Engineer. It shall be the duty of the Pecan Grove Homeowners Association, to maintain said detention area and drainage facilities at their cost in accordance with standards prescribed by the County of Wagoner. In the event said lot owners should fail to adequately and properly maintain said detention area and facilities, the County of Wagoner 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 lot ownership. In the event said lot owners fail to pay the cost of said maintenance or any part thereof within thirty (30) days after completion of said maintenance, said cost shall be a lien against all lots in the subdivision for which proportionate payment has not been made which lien may be foreclosed by the County of Wagoner in addition no swimming shall be permitted within the detention areas. Said easement or any part thereof may be terminated, released, and canceled upon resolution being adopted by the Wagoner County council providing such.

3. RESTRICTIVE DRAINAGE EASEMENT MAINTAINED BY LOT OWNERS The designated on the accompanying plat as "Restrictive Drainage Easement" and the area designated on the Pecan Grove Subdivision is hereby established by grant of the Owner/Developer as a perpetual restrictive drainage easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from the various lots within this subdivision and from outside the subdivision. Drainage facilities constructed in said restrictive drainage easement areas shall be in accordance with standards prescribed by the County of Wagoner and in accordance with plans and specifications approved by the County Engineer of the County of Wagoner. Said restrictive drainage easement area and facilities shall be maintained by the Pecan Grove Homeowners Association, at their cost in accordance with standards prescribed by the County of Wagoner. In the event said lot owners should fail to adequately and properly maintain said drainage easement area and facilities, the County of Wagoner 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 lot ownership. In the event said lot owners fail to pay the cost of said maintenance or any part thereof within thirty (30) days after completion of said maintenance, said cost shall be a lien against all lots in the subdivision for which proportionate payment has not been made which lien may be foreclosed by the County of Wagoner. No fence, wall, planting, building, or other obstruction may be placed or maintained in said restrictive drainage easement areas without approval of the County Engineer of the County of Wagoner and there shall be no alterations of the grades or contours in said drainage easement areas or without the approval of said County Engineer. Said easement or any part thereof may be terminated, released, and canceled upon resolution being adopted by the Wagoner County council providing such.

E. Paving and Landscaping Within Easements

The Owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the supplier of the utility service shall use reasonable care in the performance of such activities.

F. Septic Systems

All individual wells and sewage disposal or septic tank systems must be constructed, equipped and maintained in accordance with the minimum standards and recommendations of the Oklahoma State Department of Health and Department of Environmental Quality. All systems must have a minimum of three hundred (300) lineal feet of field tile.

RESTRICTIVE COVENANTS

Section II PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desire to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants, which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use

All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.

B. Fronting and Access Limitation

Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines if differing building setback lines have been established on the lot.

C. Yards and Setbacks

- 1. Street Setback. No building shall be erected nearer to a public street than thirty (30) feet as depicted on the accompanying plat unless subsequently modified by the Wagoner County Planning Commission and Council.
- 2. Side Yards. Each side yard shall not be less than 10 feet in width.
- 3. Rear Yard. No building shall be erected any closer than 20 feet from the rear lot line.
- 4. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

D. Architectural Committee - Plan Review

- 1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by D & E Land and Development Co., L.L.C., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.
- 2. 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 areas. The Architectural Committee shall not be liable for any approval/disapproval of 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 or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision, which they would otherwise be entitled to prosecute.
- 3. The powers and duties of the Architectural Committee shall, upon 50% completion of the subdivision, be deemed transferred to the homeowners' association set forth in Section III, or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

E. Floor Area

Each dwelling shall have a minimum of 1450 square feet of living area. The calculation of square feet of living area shall exclude garages, open spaces and breezeways.

F. Garages

An attached garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are prohibited.

G. Foundations

Any exposed foundation shall be covered with brick, stone or stucco. No stem wall shall be exposed.

H. Masonry

A minimum of 30% of the exterior surface of first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction.

I. Windows

Aluminum windows having a mill finish are prohibited.

J. Roof Pitch

No dwelling shall have a roof pitch of less than 6/12 provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of restrictions to permit a dwelling having a flat roof area equal to no more than 20% of the area covered by all roof surfaces.

K. Roofing Materials

Roofing shall be Heritage 30 year shingle and weathered wood in color.

L. On-site Construction

No residence built off-site shall be moved or placed onto any lot.

M. Outbuildings

Outbuildings will be permitted if the building is erected on a concrete slab and is similar in architecture to the home.

N. Perimeter Fencing & Subdivision Signage

The Owner/Developer herein reserves an exclusive perpetual easement (which may not be subsequently assigned and conveyed to the homeowners' association to be formed pursuant to Section III) to erect and maintain subdivision signage, fencing, walls, and landscaping along the boundaries of the subdivision.

O. Fencing

Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence, provided however, on corner lots fencing may extend to within 2 1/2 feet from the street forming the side yard boundary of the lot (no less than 12 1/2 feet from the street right-of-way). Fences shall be of wood, brick, stucco or stone or vinyl chain link, provided however, chain link fencing shall not exceed 4 feet in height, supporting posts shall be wood, and a wood top rail shall be installed. Barbed wire, meshed and other metal fencing are prohibited. No fence shall exceed 6 feet in height.

P. Antennas

Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

Q. Lot Maintenance

No inoperative vehicle or machinery shall be stored on any lot and each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed removed to prevent growth of weeds or tall grass.

R. Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited.

S. Mailboxes

As long as mail service in Pecan Grove is curbside, mailboxes including pedestals shall conform to design specifications to be adopted by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 2 feet from the base of the edge of the driving lane and 6 feet 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 44 1/2 inches from street level.

T. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

U. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. No exposed garbage can, trashcan or any trash burning apparatus or structure shall be placed on any lot.

V. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

W. Materials and storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

SECTION III HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer formed the Pecan Grove Homeowners' Association in accordance with the Pecan Grove subdivision (hereinafter referred to as the "Association"), a nonprofit corporate entity established in accordance with the statutes of the State of Oklahoma, and formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of Pecan Grove, and other single family subdivisions which may later be annexed to the Association. The Association will also be responsible for the maintenance of the entrance commonly know as 135th Street until such time that the county of Wagoner assumes custody of the roadway.

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 Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

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 Owner/Developer, its successors and assigns. Within the provisions of Section I, Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants in Section II, Private Building and Use Restrictions shall inure only to the benefit of owners of lots within the subdivision and the homeowners' association provided for in Section III. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association provided for in Section III, 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 covenant or to recover damages. In any judicial action brought by the homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and cost and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The Covenants contained within Section I, Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by Wagoner County Planning Commission and Council, or its successors. The covenants within Section II, Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least 5 lots within Pecan Grove or alternatively, the covenants within Section II, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer (during its ownership of at least 5 lots) and any amendment properly by the owners of 75% of the lots in the subdivision, the instrument executed by the Owner/Developer shall prevail during the time of the Owner/Developer's ownership of at least 5 lots. The provisions of any instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

D. 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 or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: D & E LAND AND DEVELOPMENT CO., L.L.C., an Oklahoma corporation, has executed this instrument the 12th day of May 2005

D & E LAND AND DEVELOPMENT CO., L.L.C., an Oklahoma Limited Liability Company.

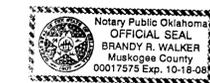
By: Don Winkle, Manager

State of Oklahoma

County of Tulsa

This instrument was acknowledged before me on this 12th day of May 2005 by Earl L. Howard and Don Winkle, as managers of D & E LAND AND DEVELOPMENT CO., L.L.C., an Oklahoma Limited Liability Company.

Notary Public



CERTIFICATE OF SURVEY

I, Brian D. Scott, of Cook & Associates Engineering, Inc. a registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Pecan Grove", a subdivision in Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Brian D. Scott, Professional Land Surveyor, Oklahoma License No. 1585

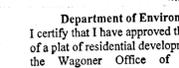


State of Oklahoma

County of Tulsa

The foregoing Certificate of Survey was acknowledged before me on the 12th day of May 2005

Notary Public



Department of Environmental Quality

I certify that I have approved the application and plan of a plat of residential development which is on file in the Office of the Department of Environmental Quality and hereby approve this plat for the use of the public water system and private sewer systems for the reason that all lots are 1.52 acres or greater.

Date: 11-29-05

Signed: Carolyn M. Kusler, Wagoner County Clerk

Certification by County Clerk

This Plat of Survey has been filed in the Office of the County Clerk, Wagoner County, State of Oklahoma.

Book: 1541 Page: 724

Date: 11-29-05

Signed: Carolyn M. Kusler, Wagoner County Clerk

Acceptance of Plat

Be it resolved by the Wagoner County Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma, that the attached plat and deed of dedication is accepted and adopted by the Wagoner Metropolitan Area Planning Commission.

Date: 11-29-05

Signed: Brenda Robertson, Wagoner Metropolitan Area Planning Commission

Wagoner County Commission

Be it resolved by the Wagoner County Board of County Commissioners, Wagoner County, State of Oklahoma, that the attached plat is approved.

Date: 11-29-05

Signed: Tom Vincent, District I Commissioner

Date: 11-29-05

Signed: Jerry Hefner, District II Commissioner

Date: 11-29-05

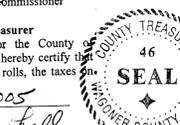
Signed: Jan Hargrove, District III Commissioner

Wagoner County Treasurer

I, the undersigned, treasurer for the County of Wagoner, State of Oklahoma, do hereby certify that according to the 2004 tax rolls, the taxes on the above described are paid.

Date: Nov 2, 2005

Signed: Glenn Marshall



ROADS WILL BE MAINTAINED BY WAGONER COUNTY