VIEW BY:	R.F.C.	DATE:	5/7/08
RECORD BY:	E. SEATON	FILE NAME:	W00723

FINAL
PLAT
OF
ROLLING HILLS ESTATES
IN THE W1/2 OF THE W1/2 OF THE SE1/4 OF SECTION 16 T18N, R15E, IB&M
WAGONER COUNTY, OKLAHOMA
SHEET 2 OF 2

PLC5 - 404A

2008-8394 Book: 1759 pg: 568
6/9/2008 9:08 AM pgs: 568 - 568
Fees: $52.00 Doc: $0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

OWNER'S CERTIFICATE AND DEDICATION
AND RESTRICTIVE COVENANTS
FOR
ROLLING HILLS ESTATES

KNOWN ALL MEN BY THESE PRESENTS:

That ROUND TWO VENTURES LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant", is the Owner of the following described real property situated in Wagoner County, State of Oklahoma, which has been surveyed and platted as:

Lots 1 through 20, Block 1, Rolling Hills Estates, an Addition in the W/2 of W/2 of SE/4 of Section Sixteen (16), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

SECTION I
Easements and Utilities

1. General Utility Easements.

The Declarant does hereby dedicate for the public use the streets and utility easements as depicted on the attached plat for the several purposes of constructing, maintaining, repairing, removing and replacing any and all streets and public utilities, including storm and sanitary sewers, telephone lines, cable television, electric power lines and transformers, gas lines, water lines, and other services capable of being provided on the Property, 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 right of ingress and egress to the easements for the uses and purposes aforesaid; provided, however that the Declarant hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights-of-way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer service to the area included within the plat. The Declarant herein imposes a restrictive covenant, which shall be binding on each Lot Owner and shall be enforceable by the supplier of any affected utility service, that within the utility easements depicted on the attached plat, no building, structure or other above or below ground obstruction that interferes with the the above set forth uses and purposes of the easement shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit utility easements, drives, parking areas, curbing, and landscaping that does not constitute an obstruction as aforesaid.

2. Underground Service.

2.1 Overhead poles may be located along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and 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 the easement ways.

2.2 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 the Lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the Lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

2.3 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.

2.4 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. Each 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.

2.5 The foregoing covenants set forth in this paragraph 2 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.

3. Water and Sewer Service.

3.1 The Owner of each Lot shall be responsible for the protection of the public water mains located on their Lot and shall prevent the alteration of grade or any construction activity which may interfere with the public water main. Said alteration of grade restrictions shall be limited to easement areas.

3.2 Wagoner County Rural Water District #4, or its successors, will be responsible for ordinary maintenance of the public water main, but the Owner of each Lot will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

3.3 Wagoner County Rural Water District #4 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 said underground water facilities.

3.4 No fence, wall, or building which would cause an obstruction shall be placed or maintained in the drainage easement area, and any construction activity which would interfere with the drainage easement area shall be prohibited.

3.5 The foregoing covenants concerning water facilities shall be enforceable by Wagoner County Rural Water District #4 or its successors, and the Owner of each Lot agrees to be bound hereby.

4. Gas Service.

4.1 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.

4.2 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.

4.3 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.

5. Overland Drainage Easements.

5.1 The 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 their Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the County of Wagoner, Oklahoma.

6. Detention Easements.

6.1 The area labeled Detention Area depicted on the attached plat is hereby established for green belt and detention purposes for subsequent conveyance to the Rolling Hills Estates Community Association ("Association"). This area is also dedicated as a general utility easement.

6.2 For the common use and benefit of the Owners of Lots within the Property and for the benefit of the County of Wagoner, detention and drainage facilities are to be constructed in the Detention Area which is necessary to meet Coweta Metropolitan Area Subdivision Regulations and detention requirements applicable to the Property, and for the further purpose of permitting the flow, conveyance and discharge of storm water runoff from the various Lots within the Property and from properties outside the Property.

6.3 Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the Coweta Metropolitan Area Subdivision Regulations, and plans and specifications approved by the County engineer of Wagoner County.

6.4 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.

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

(1) the detention easement areas shall be kept free of silt, obstruction and debris;

(2) the detention easement areas shall be mowed during the growing season at intervals not exceeding three (3) weeks.

(3) concrete appurtenances, if any, shall be maintained in good and working condition.

6.6 In the event the Association should fail to properly maintain the detention easement areas and facilities there situated, the County of Wagoner, 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.

6.7 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, the County of Wagoner 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 Property; 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 the County of Wagoner.

7. Paving and Landscaping within Easements.

7.1 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 County of Wagoner, or the supplier of the utility service shall use reasonable care in the performance of such activities.

8. Fencing Easement.

8.1 The Declarant does hereby establish and grant fence and landscape easements over and upon the area designated Detention Area as well as the designated setback on the Southern edge of the Property bordering East 91st Street South and shown on the accompanying plat for the use and benefit of the Association. The fence and landscape easements are for the limited purpose of constructing and maintaining perimeter decorative fences and entry features including but not limited to fences, walls, sprinkler system, and landscaping, and for the purposes of maintaining and repair thereof, together with the right of access over, across and along such easements and over, across and along Lots in the Property which contain such easements.

9. Limits of No Access.

9.1 The Owner of each Lot hereby relinquishes right of ingress and egress to the Property within the bounds designated as limits of no access (lna) except as may hereafter be released, altered or amended by the County of Wagoner or its successors, or as otherwise provided by the statutes and laws of the state of oklahoma pertaining thereto.

9.2 The foregoing covenants concerning limits of no access shall be enforceable by the County of Wagoner, and the Owner of each Lot agrees to be bound hereby.

IN WITNESS WHEREOF, the Declarant has cause these presents to be executed as of this 5 day of May, 2008.

ROUND TWO VENTURES, LLC

By: _____
Brendan T. Delehanty, Manager

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By Amanda Kolar
DEPUTY

May 07, 2008 - 2:40pm