

DEED OF DEDICATION
And
BUILDING AND USE RESTRICTIONS
FOR
RALEIGH WAITES

KNOW ALL MEN BY THESE PRESENTS:

THAT RELIABLE DEVELOPERS INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS "OWNER", IS THE OWNER, IN FEE SIMPLE TITLE OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND CONTAINED WITHIN THE SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE4) THENCE SOUTH 89°52'56" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE4), A DISTANCE OF 1313.44 FEET TO A POINT ON THE EAST LINE OF FERSIMON ESTATES, AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, THENCE NORTH 0°08'15" WEST, ALONG THE EAST LINE OF SAID FERSIMON ESTATES, A DISTANCE OF 1318.91 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4), THENCE NORTH 89°54'14" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4), A DISTANCE OF 679.85 FEET TO THE NORTHEAST CORNER OF THE WEST-HALF (W2) OF SAID SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4), THENCE SOUTH 0°03'30" EAST, ALONG THE EAST LINE OF SAID WEST-HALF (W2) OF SAID SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4), A DISTANCE OF 624.33 FEET TO THE SOUTHWEST CORNER OF THE NORTH 165 FEET OF THE SOUTHEAST QUARTER (SE4) OF SAID SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4), THENCE NORTH 89°53'33" EAST, ALONG THE SOUTH LINE OF SAID NORTH 165 FEET OF THE SOUTHEAST QUARTER (SE4) OF THE NORTHEAST QUARTER (NE4), A DISTANCE OF 624.33 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE4), THENCE SOUTH 0°00'00" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE4), A DISTANCE OF 494.21 FEET TO THE POINT OF BEGINNING. CONTAINING 27.35 ACRES, MORE OR LESS.

AND HEREBY CERTIFIES THAT IT HAS CAUSED THE SAME TO BE SURVEYED, STAKED, AND PLATTED IN CONFORMITY WITH THE ATTACHED PLAT, WHICH IS HEREBY ADAPTED UNDER THE NAME OF "RALEIGH WAITES", A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA.

DEED OF DEDICATION

Public Streets and Utility Easement Ways:

The undersigned "Owner" does hereby dedicate to the public, for public use forever, the street rights of way as depicted, delineated, and designated on the accompanying plat, and does further dedicate to the public, for public use forever, the easement ways as depicted, delineated, and designated on the accompanying plat as "Utility Easement", for the several purposes of construction, maintaining, operating, repairing, replacing, and/or removing any and all public and private utility facilities, including but not limited to, storm sewers, sanitary sewers, waterlines, electric power lines and transformers, telephone and communication lines, natural gas lines, and cable television lines-together with all associated fittings, poles, wires, conduits, valves, meters and all related equipment and appurtenances necessary for any such utility along with the right of ingress and egress to and from said easement ways for the uses and purposes aforesaid. No buildings or related structures, or other above ground obstruction that would interfere with the purposes aforesaid, will be allowed to be placed, erected, or permitted upon the "Utility Easements" or street rights of way as illustrated, provided however, that the "Owner" reserves the right to construct, maintain, operate, lay and relay water lines, and street improvements together with the right of ingress and egress to, over, across and along all areas of land included within all such "Utility Easements" and street rights of way illustrated on said plat. Nothing herein shall be deemed to prohibit vehicular access drives, parking areas, street improvements, signs, landscaping, and customary screening fences from being installed within any such "Utility Easement".

DECLARATION
of
BUILDING AND USE RESTRICTIONS
for
RALEIGH WAITES

This Declaration of Building and Use Restrictions is executed to be effective the 3rd day of January 2007; by Reliable Developers Inc. hereinafter referred to as the "Owner".

WHEREAS, the Owner is the owner of all of the Lots, and all other land within and comprising the following described subdivision:

Raleigh Waites, a Subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, said plat being hereinafter referred to as the "Plat" and the subdivision hereinafter being referred to as "Raleigh Waites" or as the "Subdivision", and:

WHEREAS, Raleigh Waites is to be a residential community and all Lots within the Subdivision, hereinafter referred to as the "Lots", are intended for single family residences and uses, and;

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for the orderly sale and build out of the Subdivision and the conformity and compatibility of improvements located thereon.

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

SECTION I

APPROVAL OF IMPROVEMENT PLANS

- 1.1 Architectural Committee:** The Owner hereby establishes an architectural review committee hereinafter referred to as the "Architectural Committee". The Architectural Committee shall be the Owner until January 2012. Thereafter the Lot Owners shall exercise the powers and duties of the Architectural Committee provided, however, the Owner may, at any time, assign to the Lot Owners the powers and duties of the Architectural Committee.
- 1.2 Plan Review:** No building, fence, wall, paving, exterior ornament or sculpture, free standing mailbox, exterior antenna, swimming pool, or other exterior structure shall be constructed, erected, placed, altered, maintained, replaced, or permitted on any Lot unless, and until, construction plans and specifications of the proposed improvement have been submitted to, and approved by, the Committee. Prior to commencement of construction, plans and specifications of the proposed improvement shall be submitted to the Committee in duplicate. Submitted plans and specifications shall include a site plan depicting the location of the improvement, elevations of buildings, drainage and grading plans, and exterior materials and color scheme.
- 1.3 Standards of Plan Review:** Raleigh Waites is a planned neighborhood consisting of residences of the predominant architectural styles customarily located within higher quality neighborhoods in the Coweta and Broken Arrow area. The Architectural Committee shall have complete discretion in approving or disapproving plans and specifications and may base its decisions on purely aesthetic grounds and may consider,

- The adequacy of the dimensions of the Lot as related to the proposed improvements.
- The effect of location and use of proposed improvements on neighboring Lots and existing and anticipated improvements thereon.
- The relationship of existing grade and proposed finished grade elevations of the Lot to that of neighboring Lots.
- The facing of main structure elevations in relationship to streets.
- The conformity of proposed improvements with the building and use restrictions set forth under this Declaration.
- The compatibility and harmony of external design with existing and anticipated neighboring structures.

- 1.4 Time for Approval:** If the Architectural Committee fails either to approve or to disapprove properly submitted improvement plans and specifications (including re-submission of disapproved plans and specifications) within ten (10) days from the date of submission, it shall be deemed that the plans and specifications have been approved, subject however, to compliance with the building and use restrictions contained herein. The Architectural Committee shall notify the owner in writing of its approval or disapproval within the ten (10) day review period.
- 1.5 Waiver of Restrictions:** The Architectural Committee may in the particular instance and upon written request, approve a waiver of a building restriction set forth within this Declaration upon its sole and discretionary determination that, by reason of the particular circumstances of a proposed improvement, the waiver would not impair the purpose or intent of the building and use restrictions.
- 1.6 No Liability:** The Architectural Committee shall not be liable in damages or otherwise for any approval or disapproval action and its approval of construction plans and specifications shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations.

SECTION II

BUILDING AND USE RESTRICTIONS

- 2.1 Living Area:** The computation of living area shall not include any unheated basement or attic space. All measurements for living area shall be taken horizontally to the face of the outside frame line (excluding exterior veneer). Any first floor area to be considered as living area must average at least eight feet (8') in height. Second story living areas shall average eight feet (8') in height for at least one-half (1/2) of the area being considered. Any area having less than five feet (5') in height shall be excluded in living area calculations.
 - A. Single Story:** A single story residential dwelling shall have at least 2,500 square feet of finished living area.
 - B. Two Story and One & One Half Story:** A residential dwelling having two levels or stories immediately above and/or below each other, measured vertically, shall have at least 2,000 square feet of finished living area on the first story or level and a minimum of 3,000 square feet of total combined first and second story or level finished living area.
- 2.2 Garages:** Each residential dwelling shall have an attached or detached garage sized adequately to accommodate at least three (3) full sized automobiles. All garages shall be fully enclosed. Any detached garage structure shall be of the same architectural style, materials, and colors used in the primary residence.
- 2.3 Building Requirements**
 - A. Exterior Walls:** Not less than 100% of each exterior wall of a residential dwelling shall be veneered with brick, stone, or stucco. The area of all windows and doors located in exterior wall below the first and second floor plate line shall be excluded in the calculation of exterior wall area. Where a gable type roof is constructed above either the first or second story plate line, the vertical wall area extending above the highest plate line shall be excluded in the exterior wall area calculations. Siding may be used under porch roofs up to 30% of required brick.
 - B. Foundation and Stem Walls:** All above grade foundation and/or stem walls for any structure shall be veneered with brick, stone, or stucco.
 - C. Roofing:** The roofing material of any residential dwelling, detached garage, or accessory structure shall be multi-tab composition type shingles having a minimum weight of 300 pounds per square and shall be "weathered wood" in color.
 - D. Trash Enclosures:** All exterior trash receptacles shall be located at the rear of any residential dwelling and shall be screened from public view in a manner architecturally compatible with the residence.
 - E. HVAC Condensing and Mechanical Units:** All exterior heating, ventilation, and air conditioning (HVAC) condensers and/or mechanical equipment shall be located outside of public view. Screening shall be architecturally compatible with the residence. Utilities shall be underground.
 - F. Windows and Doors:** All windows used in exterior building walls of any structure shall be wood, vinyl, vinyl clad wood, vinyl clad aluminum, or bronze colored aluminum. Exterior doors shall be wood, vinyl clad wood, or vinyl clad aluminum. Aluminum windows and exterior doors having "mill finish" frames or sills are prohibited.
 - G. Roof Pitch:** All residential structures, detached garages, or accessory structures shall have a minimum roof pitch of 8:12 over 75% of the total horizontal roof area. A roof pitch of less than 8:12 is prohibited except for open porches or covered patios, which shall have a minimum roof pitch of 4:12.
- 2.4 Fences and Walls:** All fences, above grade walls, or earth retaining walls shall comply with the following restrictions and limitations.
 - A. Lot Boundary Line Fencing:**
 - Lot Boundary Line Fencing shall be restricted to a maximum of forty eight inches (60") in height as measured from finished grade any point along the fence.
 - Lot Boundary Line Fencing shall be constructed of black vinyl clad chain link fabric & 6" wood posts with 4" top rail or picket type wrought iron fencing and posts, black in color.
 - B. Retaining Walls:** Earth retaining wall shall be constructed of stucco veneered concrete, stucco veneered concrete block, brick, or stone compatible with the materials and colors used on the primary residence.

- 2.5 Commercial Activities:** No building or similar structure shall be placed, erected, or used for business, professional services, trade, or commercial purposes on any Lot. No semi tractor or trailer may be parked or repaired on any Lot. Garage Sales are limited to one per year.
- 2.6 Livestock and Poultry Prohibited:** No agricultural animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot in the Subdivision. However; dogs, cats or other customary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
- 2.7 Noxious Activity:** No noxious or offensive activity shall be carried on upon any Lot in the Subdivision, nor shall any trash, or other refuse be thrown, placed, dumped, or permitted to remain on any Lot. All Lots shall be moved and maintained in an orderly condition at all times.
- 2.8 Signs:** The construction, placement, and/or maintenance of signs, or other similar advertising type structures on any Lot is prohibited, except as follows:
 - One sign not exceeding six (6) square feet per side in surface area advertising the sale of a Lot is permitted.
 - Signs within the Subdivision advertising for sale any particular Lot and/or residence shall be located on that Lot only. Temporary advertising signs for the Subdivision in general may be located in areas near the street entrance.
- 2.9 Existing Building:** No pre-existing building, mobile home or similar structure of any kind may be moved on to, or placed on, any Lot.
- 2.10 Temporary and Accessory Structures and Buildings:**
 - No trailer, tent, garage, barn, outbuilding, or other structure of a temporary nature shall be used for human habitation, temporarily or permanently.
 - Building structures, detached from the principal residence shall be limited to garages, swimming pool bath houses, & gazebo structures. Plans & type building shall be approved. Shop or Storage buildings are prohibited except for Existing Stone Barn on Lot 2.
 - Mail boxes to be breakaway type as approved by the Architectural Committee or if Brick shall be placed a minimum of 2 feet from paving.

- 2.11 Vehicle Storage and Parking:** No inoperable automobile shall be stored on any Lot except within an enclosed garage.
- 2.12 Swimming Pools:** Above ground swimming pools are prohibited. Spas and hot tubs having less than 100 sq feet in area are permitted and shall be screened from public view.
- 2.13 Clotheslines:** Exterior clotheslines and poles or other apparatus used for outdoor clothes drying are prohibited.
- 2.14 Materials and Storage:** No Lot shall be used for the storage of materials for a period greater than ninety (90) days prior to the start of construction of improvements on the Lot. Construction activity on the Lot shall be completed within one (1) year after commencement. Each Lot shall be maintained in a neat and orderly condition at all times during construction. No construction debris shall be allowed to remain on any Lot for a period of more than thirty (30) days.
- 2.15 Side and rear yard Setbacks:** No structure shall be constructed closer to the side or rear lot line than 30 feet or on a platted easement whichever distance is greater.
- 2.16 Subdivide:** Lots may not be subdivided.
- 2.17 Rural Water:** The owner of each parcel shall be responsible for meter hook-up, water and membership fee charged at that time by RWD # 5.

SECTION III

LANDSCAPING

- 3.1 Purpose:** In recognition of the unique contribution that trees and other landscaping make to the esthetic quality and value of an individual Lot and to the Subdivision as a whole, landscaping is required as follows:
 - A. Planting and Preservation of Trees:** Within each Lot, all yard areas excluding patios, pools, drives, and other paved areas shall be landscaped. The required landscaping shall not be less than sodded grass turf, a distance of 50' on front & 20' on each side & back of house and a minimum of 3 trees in addition to native trees existing. No native tree may be removed without Committee approval.
 - Ornamental trees shall be not less than six feet in height and two inches in caliper.
 - Conifer/evergreen trees shall not be less than eight feet in height.
 - Canopy trees shall not be less than twelve feet in height and three inches in caliper.
- 3.2 Installation and Maintenance:** Within a Lot, required landscaping shall be installed prior to occupancy of the dwelling and shall be maintained in a live or healthy condition and replaced as necessary.

SECTION IV

UNDERGROUND UTILITIES

- 4.1.1 Overhead Pole lines** for the supply of electric service may be located along the perimeters of the subdivision. Street light poles or standards may be served by underground cable, except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat.
- 4.1.2 All supply lines** in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- 4.1.3 Underground service cables and gas service lines** to all houses which may be located on all parcels in 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 house as may be located upon each said parcel; provided that upon the installation of such a service cable or gas service line to a particular house, the supplier of service thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said parcel, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entry on the house. Electric service shall extend a maximum distance of 150 feet from transformer to the residence.

- 4.1.4 The supplier of electric, telephone, cable television and gas services,** thru its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat of the Subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim or treat any trees and undergrowth on said easement.
- 4.1.5 Not used.**

- 4.1.6 The owner of each Lot in the subdivision shall be responsible for the protection of the underground electric facilities** located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each parcel in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The forgoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

- 4.1.7 PRIVATE SANITARY SEWAGE:** Lots will require individual septic tank disposal systems as approved by The Oklahoma D.E.Q. and will be each Lot owner's responsibility.

SECTION V

ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

- 5.1 Enforcement:** The Building and Use Restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns and shall inure to the benefit of the owners of the Lots. If the undersigned Owner, or its successors or assigned shall violate, or attempt to violate, any of the covenants set forth within this instrument, it shall be lawful for any owner of a Lot or the Owner 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 doing so or to compel compliance with the covenant. In any judicial action brought by an owner of a Lot which action seeks to enforce the covenants or restrictions set forth herein or to recover reasonable damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and expenses incurred in such action.
- 5.2 Duration:** These Building and Use Restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in full force and effect for a term of not less than thirty (30) years from the date of the recording of this Declaration of Building and Use Restrictions unless terminated or amended as hereinafter provided.
- 5.3 Amendment:** The covenants, restrictions, and limitations contained within this instrument may be amended or terminated at any time by a written instrument signed and acknowledged by all current Lot owners.
- 5.4 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 force and effect.

IN WITNESS WHEREOF: the undersigned owner has executed this instrument this 6 day of Dec 2006.

BY: Mike Yocham President, Reliable Developers Inc. Owner

STATE OF OKLAHOMA

COUNTY OF WAGONER

Before me a Notary Public in and for said County and State, on the 6th day of December 2006, personally appeared Mike Yocham, to me known to be the identical person who subscribed his name as President, thereof to the forgoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed, for the uses and purposes therein set forth.

My Commission Expires: 10-24-07 Notary Public: Melissa Kier

CERTIFICATE OF SURVEY

I, David W. Murdoch, a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state said survey is correct to the best of my knowledge. DAVID W. MURDOCH, Witness my hand and Seal this 23 day of DECEMBER, 2006

By: David W. Murdoch, H.L.S. #1404

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I, hereby certify that the above noted sub-division is approved for use of Public water supply and individual septic systems. 21 of MW 100.

By: Chelle Environmental Specialist of the Oklahoma Department of Environmental Quality

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, Brenda Robertson, Clerk of the Wagoner County Planning Commission do certify that the proposed sub-division RALEIGH WAITES has been processed through the Wagoner County Planning Commission with approval for acceptance.

By: Brenda Robertson, Clerk

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, the Chairman of the Board of County Commissioners do approve the acceptance of RALEIGH WAITES as a sub-division of Wagoner County.

By: Jim Hargrove, Chairman, Wagoner County Board of Commissioners

CERTIFICATE OF WAGONER COUNTY TREASURER

I do here now state that the taxes have been paid for the year 2006 and prior years for those properties herein listed to be designated as RALEIGH WAITES.

By: Elaine Marshall, Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK

I, the County Clerk of Wagoner County do here now state the sub-division called RALEIGH WAITES has been filed into Wagoner County Records.

By: Carolyn M. Kusler, Wagoner County Clerk

2006-1009 Notary Public License #22-22
Fees \$7.00 Doc \$6.00
Wagoner County, State of Oklahoma

PCC-4UB

MELISSA KIER
NOTARY PUBLIC-STATE OF OKLAHOMA
MY COMMISSION # 12010389

PROFESSIONAL LAND SURVEYOR
STATE OF OKLAHOMA
1404
DAVID W. MURDOCH

APPROVED
DEC 12 2006
DEPARTMENT OF ENVIRONMENTAL QUALITY

WAGONER COUNTY PLANNING COMMISSION

WAGONER COUNTY BOARD OF COMMISSIONERS

WAGONER COUNTY TREASURER
WAGONER COUNTY CLERK

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By: *Carolyn M. Kusler*