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FINAL PLAT OF SADDLE CLUB ESTATES AMENDED A PLANNED EQUESTRIAN DEVELOPMENT THE N1/2 SW1/4 OF SECTION 23, T18N, R16E, WAGONER COUNTY, STATE OF OKLAHOMA SHEET (2) OF (3)

SADDLE CLUB ESTATES
Deed of Dedication and Restrictive Covenants

REVISED RESTRICTIVE COVENANTS AND HOMEOWNER'S ASSOCIATION PROVISIONS, EFFECTIVE IMMEDIATELY UPON FILING WITH THE WAGONER COUNTY CLERK, OKLAHOMA

NOTE: DEED OF DEDICATION REMAINS SAME

KNOW ALL MEN BY THESE PRESENT:

Saddle Club Estates, L.L.C. an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner/Developer" is the owners of the following lots in the County of Wagoner, State of Oklahoma, to wit:

LOTS 4,5,6,7,8 and 9 of BLOCK ONE of Saddle Club Estates, a platted development in the N1/2 of the SW1/4 of Section 23, Township 18 North, Range 16E of the Indian Base and Meridian, Wagoner County, State of Oklahoma. AND

Ford Homes, Inc. an Oklahoma corporation is the owner of Lot 3 Block One of Saddle Club Estates, a platted development in the N1/2 of the SW1/4 of Section 23, Township 18 North, Range 16E of the Indian Base and Meridian, Wagoner County, State of Oklahoma. AND

Rick Wilson and Cindy Wilson, husband and wife, are the owners of Lots 1 and 2 of Block One of Saddle Club Estates, a platted development in the N1/2 of the SW1/4 of Section 23, Township 18 North, Range 16E of the Indian Base and Meridian, Wagoner County, State of Oklahoma. AND

WHEREAS: said Owner/Developer originally created said Saddle Club Estates to be surveyed, platted and subdivided into nine (9) individual, residential ranch lots, streets and one designated, reserve lot of five (5) acres dedicated to the individual lot owners as an "Equestrian Park" for said lot owners' joint use and enjoyment in cooperation as a Homeowners' Association

AND WHEREAS: the owners of all lots of Saddle Club Estates are in unanimous agreement to revise and amend the restrictive covenants and homeowners' association rules and bylaws as evidenced by all their signatures hereon, the following shall be the

said restrictive covenants and homeowners' association rules and bylaws, effective immediately upon the filing of same:
IT IS UNANIMOUSLY AGREED THAT THE RESERVE LOT OF FIVE ACRES IS HEREBY DISSOLVED AND THAT THE NORTH 1/2 OF SAID RESERVE LOT IS HEREBY MERGED INTO LOT 5 (MAKING IT A 10-ACRE LOT) AND THE SOUTH 1/2 OF SAID RESERVE LOT IS HEREBY MERGED INTO LOT 6 (MAKING IT A 10-ACRE LOT).

NOTE: DEED OF DEDICATION REMAINS THE SAME

THE UNDERSIGNED OWNER/DEVELOPER FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ENTIRE TRACT AND FOR THE FURTHER PURPOSE OF INSURING ADEQUATE RESTRICTIONS AND COVENANTS AND FOR THE MUTUAL BENEFIT OF THE UNDERSIGNED OWNER/DEVELOPER, THEIR SUCCESSORS AND ASSIGNS (hereinafter referred to as "Members") AND FOR THE ADJACENT TRACT OWNER/DEVELOPERS, DO HEREBY IMPOSE THE FOLLOWING DEED OF DEDICATION PROVISIONS AND THE FOLLOWING RESTRICTIONS, LIMITATIONS AND RESERVATIONS, INCLUDING THE HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS WHICH SHALL BE BINDING UPON ALL SUBSEQUENT PURCHASERS.

A. DEED OF DEDICATION:

1. STREETS AND GENERAL UTILITIES EASEMENTS

The Owner/Developer does hereby dedicate for exclusive use of the Owner/Developer, its successor lot owners' (Members), and Utility companies, the use of the street, SADDLE CLUB DRIVE, as depicted on the accompanying plat and does further dedicate for the use of the utility easements as depicted on the accompanying plat as a "U/E" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing and/or removing any and all utilities and related services for the use of the Members, including telephone, cable television, internet and other communication lines/cables, electric power lines and transformers, gas lines, water lines, any sanitary sewers as may become available, including poles, wire, 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 Utility companies, Owner/Developer and Members shall additionally be deemed to grant to their fellow homeowner Members as is required for utility service to each lot, and to any entity providing said utilities to the subdivision the right to conduct, construction maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of providing said utility services to maintain, operate, lay and relay water lines, possible sewer lines and other related and necessary utilities for use by Members, together with the right of ingress and egress for such the area included in the plat. 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.

The Owner/Developer and owners of each lot (Members) shall be responsible for the protection of all of the utility services and related facilities located on each such lot and shall prevent the alteration or grade or any construction activity which would interfere with any and all such utilities. The suppliers of utility services shall be responsible for ordinary maintenance of all such utilities, but the Owner/Developer, Members and/or Homeowners' Association shall pay for damage or relocation to such facilities caused or necessitated by acts of the Owner/Developer, Members, Homeowners' Association, or their respective agents or contractors.

The foregoing utility easements shall be enforceable by the supplier of said utilities and the Owner/Developer, Members and Homeowners' Association agree to be bound thereby.

2. STREETS; CONSTRUCTION AND MAINTENANCE

As is reflected on the attached plat, there shall be one principle street (Saddle Club Drive) which shall serve Lots 2, 3, 5, 6, 7, 8, and 9 and the Equestrian Park (Lot 10). Lots 1 and 4 shall have private entries from 353rd E. Avenue. Lots 1 and 4 shall have rights of access to the Equestrian Park (Lot 10) via Saddle Club Drive, as well as access at the East boundary line of their lot where they share a common boundary with the Equestrian Park. Otherwise, Saddle Club Drive shall be for the exclusive use of the Lot Owners (Members) of the Homeowners' Association, including their joint use of the Equestrian Park. Connecting driveways from Saddle Club Drive to each individual lot (Lots 2, 3, 5, 6, 7, 8 and 9) shall be the sole responsibility of each individual Lot Owner (Member), including original construction and maintenance. Likewise, Owners (Members) of Lots 1 and 3 shall be responsible for constructing and maintaining their driveways onto their lots from 353rd E. Ave. Said individual driveways shall be constructed in similar quality of Saddle Club Drive. Driveway construction plans must be approved by the Owner/Developer or the Homeowners' Association. NOTE: The Equestrian Park (Lot 10) is removed.

Original construction of Saddle Club Drive shall be at the expense of Owner/Developer. Saddle Club Drive will be constructed in accordance with the road construction standards established by the Wagoner County Commissioners for acceptance to their county road system. (It is noted that it is the intent of Owner/Developer that Saddle Club Drive will remain a private road system for the Members in coordination with the Homeowners' Association).

Upon formal creation of the Homeowners' Association, Saddle Club Drive maintenance costs will become an expense of the Homeowners' Association.

Construction timetable: As set forth in the Development Timeline, set forth hereinafter, construction of Saddle Club Drive up to the Equestrian Park (Lot 10) will be completed within ninety (90) days of the sale of the second lot (of Lots 1, 2, 3, 4) of Saddle Club Estates. Completion of Saddle Club Drive will occur within ninety (90) days of when one (1) of Lots 5, 6, 7, 8 or 9 occurs. (Within sixty (60) days of the first lot sale (Lots 1, 2, 3 or 4) Owner/Developer will construct a 110' by 200' riding arena within the Equestrian Park). NOTE: This provision is now inapplicable.

3. SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the storm and surface water from lots and drainage areas of higher elevation and from public streets and easements. No lot Owners 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 said lots. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot Owner (Member) and by the County of Wagoner, Oklahoma.

4. COMMON FENCE LINES BETWEEN LOTS

As an Equestrian-themed residential ranch development, adjacent lot Owners (Members) shall cooperate in constructing common fence lines. Said fence construction shall first be approved by the Architectural Committee set forth hereinafter which shall strive for a consistent look for all fences. Adjoining landowners (Members) shall be equally responsible for such fence construction. In the event that a Member constructs a common fence alongside an unsold lot, one-half of the costs of said common fence line shall be due and payable by the new Owner (Member) at the time of sale/closing on the unsold lot to the Member who constructed the common fence. Provided, the cost amount shall be first approved by the Architectural Committee at the time that approval for construction of the fence is made.

5. PERIMETER FENCING OF THE EQUESTRIAN PARK

The adjoining Lot Owners (Members) who share a common fence line with the Equestrian Park (Lot 10) shall be responsible for construction and maintenance of the common fence line. NOTE: This provision is now inapplicable. See 4 above.

B. DEVELOPMENT TIMELINE / USE OF UNSOLD LOTS

1. In order to provide notice and guidance to prospective purchasers of lots

within Saddle Club Estates, the Owner/Developer hereby agrees to be bound by the following timeline for development of this residential ranch development:

a. ARENA: Lots 1, 2, 3 and 4 shall be available for sale first. When the first of said lots are sold, Owner/Developer shall construct a 100' by 200' riding arena within the Equestrian Park (Lot 10) similar in quality of a Priefert riding arena, including a sufficient amount of sand for a reasonably suitable riding surface in said arena. Said arena will be completed within sixty (60) days of the sale of the first lot. NOTE: this provision is now inapplicable.

b. SADDLE CLUB DRIVE - INITIAL: Upon the sale of a second lot, Owner/Developer shall construct the first phase of Saddle Club Drive which will connect the Equestrian Park (Lot 10) with 353rd E. Ave. Said construction will be completed within ninety (90) days of the sale of the second lot.

c. SADDLE CLUB DRIVE - FINAL: Upon the sale of one of Lots 5, 6, 7, 8 or 9, Owner/Developer will complete construction of Saddle Club Drive with one hundred and twenty (120) days of the sale of said lot.

d. UTILITIES: Lots 1 and 2 will be served by a common water line (2 separate water meters, one for each lot) along with a single electrical pole. The same will apply for Lots 3 and 4. Placements of these water and electrical services are set forth on the attached plat. Owner/Developer will bear the expense of placing the individual water meters and electrical poles, with transformers. Lot Owners (Members) will be responsible for underground service from said water meter and electrical transformer to their chosen placement of their residential ranch home construction.

Lots 5, 6, 7, 8, 9 and the Equestrian Park (Lot 10) shall receive their utility services alongside Saddle Club Drive as set described on the plat. When a sale of Lot 5 or 6 occurs, Owner/Developer shall construct the main utilities up to the eastern boundary of the Equestrian Park (Lot 10) within ninety (90) days of said sale. When a sale of Lot 7,8, or 9 occurs, Owner/Developer shall complete the main utilities to said lots within ninety (90) days of said sale as set forth on the Utility Easement Plat.

USE OF UNSOLD LOTS: Lots Owners (Members) and their family shall have the right to reasonable access to the unsold lots of Saddle Club Estates for recreational horseback riding. When an unsold lot is actually sold to a new Lot Owner, other Member access to that newly sold lot shall terminate.

C. AMENDED RESTRICTIVE COVENANTS

Whereas, the Owner/Developer desires to establish restrictions, in addition to the restrictions and requirements set forth in the above Deed of Dedication, for the purpose of providing 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.

- 1. USE: All lots shall be known and described as residential ranch lots and shall be limited in use to a single-family residence, with architecturally complimentary horse barns structures in a horse-ranch setting. There shall be no lot splits and only one residence shall be erected per lot. No prefabricated, pre-assembled or modular dwelling, mobile home or structure previously erected or used shall be moved onto any lot. No trailer, basement, tent, shack, garage, barn or other structure will be permitted as a permanent dwelling or even a temporary residence. All house and barn plans must be approved by the Owner/Developer or Homeowners' Association which said approval may not be unreasonable withheld.
- 2. FLOOR AREA: Each dwelling shall have minimum of 2,500 square feet of living area. The calculation of square feet of living area shall exclude garages, open spaces and breezeways. All residences shall have a minimum of two (2) car garage.
- 3. FOUNDATIONS: Any exposed foundations shall be covered with brick, stone or stucco. No stem wall shall be exposed.
- 4. BUILDING ELEVATION REQUIREMENT: With respects to Lots 7, 8 and 9 all structures must be built with an elevation of any finish floors of any structure at an elevation of not less than 546.0 feet above mean sea level.
- 5. MASONRY: A minimum of 30% of the exterior surface (excluding windows and doors) shall be of brick, stone or stucco, provided the Owner/Developer or Homeowners' Association may, in the particular instance and upon written request, approve a waiver of this restriction.
- 6. ROOFING MATERIALS: Roofing shall be Heritage 30 year shingle and weathered wood in color or of similar quality and appearance as shall be approved by the Owner/Developer or Homeowners' Association.
- 7. BARN/GARAGE STRUCTURES: This is a rural, ranch themed development and barn structures, along with separate garages/shop buildings are anticipated. These additional structures (plans) shall be subject to approval of the Owner/Developer or Homeowners' Association. Said barn structures/outbuildings shall be similar in architecture to the dwelling but may be constructed with colored metal sides and roofs.
- 8. UTILITIES: All utilities from the roadway/easement area where main utility service is provided shall be underground. The lot Owner (Member)

shall be responsible for the protection of the underground utilities on his property and shall prevent alteration or construction that would interfere with said utility facilities.

9. NO CONSTRUCTION OF ANY STRUCTURE WITHIN 125 FEET OF THE 2 NON-OPERATING GAS WELLS ON DEVELOPMENT: There is one abandoned gas well within Lots 1 and 2, and one abandoned gas well within the Equestrian Park. These wells have been submitted for plugging with the Oklahoma Corporation Commission. Each lot owner will own the oil and gas minerals of their individual lots. Pursuant to Oklahoma House Bill 1569 no structures shall be built within 125 feet of these wells. In the future, with the possibility of each lot owner tapping his/her gas/oil/mineral reserves for their personal use, wells may be drilled so long as they do not violate the 125 foot restriction and comply with all federal, state and local requirements. Further, the 125 foot restriction will apply so that no well may be drilled within 125 feet of adjoining lot boundary lines so as not to restrict an adjoining lot owner full use of his/her property.

10. PETS: Each Lot Owner (Member) shall be allowed no more than 3 large dogs and 3 small dogs, along with no more than 4 cats. Provided that each Lot Owner (Member) shall be responsible for making certain that any dogs, large or small, are restricted to Lot Owner's (Member's) lot and shall not allow their dogs/cats to roam the development.

11. LIVESTOCK: This is a rural, ranch-themed development that contemplates horses or other domestic livestock for family/lot members enjoyment. There shall be no limit on the number of livestock that each Lot Owner (Member) can board on their individual lot. However, this does not mean that any Lot Owner can abuse this privilege by overgrazing his/her lot to such an extent that said lot becomes a private nuisance as determined by Owner/Developer or a Homeowners' Association vote of at least six (6) of the nine (9) member association. In that event, the offending Lot Owner (Member) shall have thirty (30) days to reduce his/her herd to the number determined by Owner/Developer or at least six (6) members of said association.

In addition, no Lot Owner (Member) shall board for a fee or for free any livestock not owned by said Lot Owner (Member or resident family member) without the prior written consent of the Homeowners' Association.

Any Stallion horse shall be confined to a secure pen/corral/run that shall not adjoin any adjacent lot.

12. RESIDENTIAL USE ONLY: No business or trade may be conducted in or from any lot, except that a Lot Owner (Member or resident family member) may conduct business activities within the lot so long as: (a) The existence or operation of a business activity is not apparent or detectable by sight, sound or smell from outside the lot and no sign indicating such business is placed on said lot; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve regular visitation of the lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of said lots; and (d) the business activity is consistent with the residential character of the area and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Lot Owners (Members) and their families and livestock.

13. SEWAGE DISPOSAL: Sewage disposal shall be by an aerobic sanitary septic system in conformity with the standards and recommendations of the Oklahoma State Department of Health and/or Department of Environmental Quality.

14. TRASH/ANIMAL WASTE: No trash or animal waste (stall/barn refuse) or other refuse shall be exposed or placed in an open area where it is unsightly and/or emits noxious odors and/insects, etc. to gather and/or create a possible health hazard. Members may use appropriate spreading techniques to fertilize their pastures/yards with animal waste so long as it does not create a nuisance and/or health hazard. Otherwise, all trash and animal waste or any other refuse shall be regularly removed from the lots by commercial trash haulers or at the individual lot Owner's (member's) expense.

15. LOT MAINTENANCE: No inoperative vehicles or machinery of any kind shall be stored outside on any lot and each lot shall be maintained in a neat and orderly condition, free or rubbish, trash and other debris and shall be cut, trimmed and re-mowed so as to prevent growth of weeds or tall grass.

16. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. In order to assure an orderly and consistent development, there shall be an Architectural Committee which shall review for approval or disapproval all plans for the construction of any structures and/or fences on each lot. Said Architectural Committee shall be the Owner/Developer until such time as the Homeowners' Association is created. Then, the Homeowners' Association shall act as the Architectural Committee and approve or disapprove plans by a vote of not less than 5 members of the 9 member Homeowners' Association.

2. No building, fence, wall, barn or other structure shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by the "Architectural Committee". For each building project, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, appropriate elevation, drainage and grading plans, along with exterior materials and color schemes. 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 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.

3. 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 erected and the harmony thereof with the surrounding areas. The Architectural Committee shall not be liable for any approval/disapproval or failure to approve hereunder and its approval or 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 (Member) from prosecuting any legal action relating to improvements

4. The powers and duties of the Architectural Committee shall, upon the completed sale of the 6th lot, be deemed transferred to the Homeowners' Association as set forth hereinafter and thereafter the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners' Association in accordance with the rules and regulations set forth herein.

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