WAGONER COUNTY, OKLAHOMA
JERRY FIELDS, COUNTY CLERK

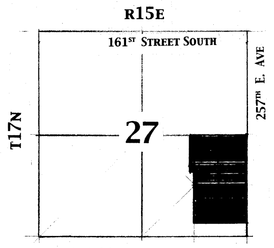
08/05/2003 #2003-13349
01:36:27PM B-1326 P-467

SANDHILL PLACE

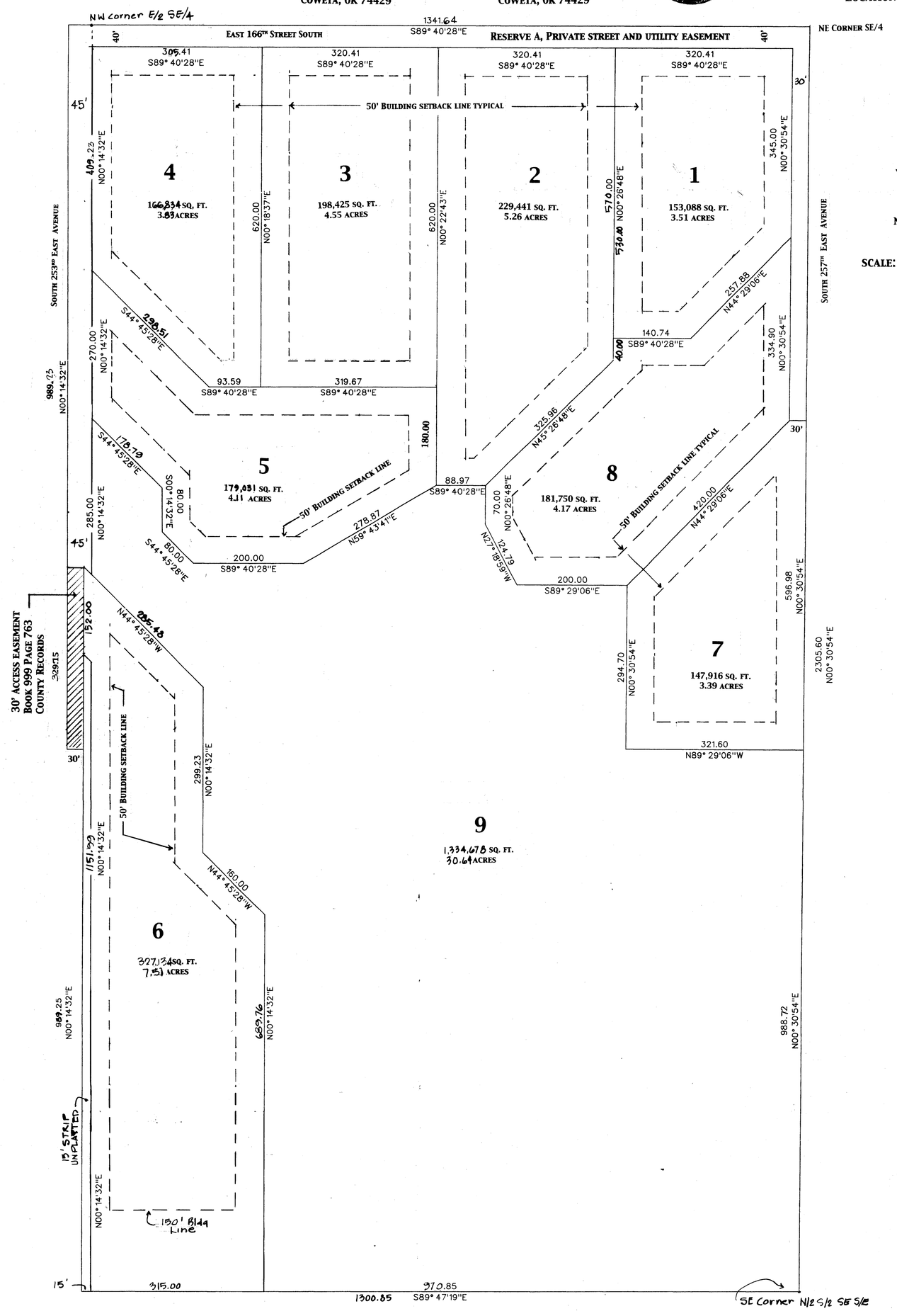
(PARCELS 1 THRU 9) A SUBDIVISION IN WAGONER COUNTY, BEING A PART OF THE SE/4 OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 15 EAST, FURTHER DESCRIBED AS THE NE/4 SE/4 AND N/2 SE/4 SE/4 AND N/2 S/2 SE/4 SE/4 AND E 30' OF N/2 NW/4 SE/4 AND E 30' N/2 S/2 NW/4 SE/4 SECTION 27, T17N, R15E, OF THE IB&M, WAGONER COUNTY, STATE OF OKLAHOMA CONTAINING 70 ACRES, MORE OR LESS.

OWNER: GEORGE E. DAY JR.
25500 E. 170
COWETA, OK 74429

ENGINEER: GEORGE E. DAY JR. # 5836
25500 E. 170
COWETA, OK 74429



WAGONER COUNTY
LOCATION MAP



DECLARATION of BUILDING AND USE RESTRICTIONS for SANDHILL PLACE

This Declaration of Building and Use Restrictions is executed to be effective the 15th day of May, 2003; by George E. Day Jr. hereinafter referred to as the "Owner".

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

Sandhill Place, 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 "Sandhill Place" or as the "Subdivision", and:

WHEREAS, Sandhill Place is to be a residential community and all Parcels within the Subdivision, hereinafter referred to as the "Parcels", 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 buildout 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 Parcels, 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 2010. Thereafter the Parcel Owners shall exercise the powers and duties of the Architectural Committee provided, however, the Owner may at any time assign to the Parcel 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 Parcel 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: Sandhill Place is a planned neighborhood consisting of residences of the predominant architectural styles customarily located within higher quality neighborhoods in the Tulsa and Broken Arrow metropolitan 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, but shall not be limited to, the following:

A. The adequacy of the dimensions of the Parcel as related to the proposed improvements.

B. The effect of location and use of proposed improvements on neighboring Parcels and existing and anticipated improvements thereon.

C. The relationship of existing grade and proposed finished grade elevations of the Parcel to that of neighboring Parcels.

D. The facing of main structure elevations in relationship to streets and common areas.

E. The conformity of proposed improvements with the building and use restrictions set forth under this Declaration

F. 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 submittal, 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 it's 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 it's approval of construction plans and specifications shall not constitute a warranty or 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 a 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. Carport type structures shall be allowed provided they are not visible from common drives. 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 50% 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.

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. Propane tanks will be screened.

F. Windows and Doors: All windows used in exterior building walls of any structure shall be wood, 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 6:12 is prohibited except for open porches or covered patios, which shall have a minimum roof pitch of 4:12.

H. Utilities shall be underground.

2.4 Fences and Walls: All fences, above grade walls, or earth retaining walls shall comply with the following restrictions and limitations.

A. Privacy Fencing and Screening Walls: Privacy fencing and screening walls, hereinafter referred to as "Privacy Fencing", shall meet the following restrictions and limitations:

1. Privacy Fencing shall not extend beyond the building setback lines of the Lot as depicted on the Plat. If the dwelling is located behind any such building line, the Privacy Fencing shall not extend nearer to an abutting street or an adjacent Lot line than the nearest corner of the dwelling.

2. Privacy Fencing shall not exceed six feet (6') in height measured from finished grade at any point along the fence or wall.

3. Privacy Fencing shall be attached to the primary residence and shall be limited to providing visual screening or security for enclosed areas not exceeding 3,500 square feet.

4. Privacy Fencing shall be set back from any lot line a minimum distance of fifty feet (50').

5. Privacy Fencing shall be constructed of wood, brick, stone, stucco, or other materials architecturally compatible with the style, materials, and colors used on the primary residence.

B. Lot Boundary Line Fencing:

1. Lot Boundary Line Fencing shall not be erected nearer than 25' from drainage ways.

2. Lot Boundary Line Fencing shall be restricted to a maximum of forty eight inches (48") in height as measured from finished grade any point along the fence.

3. Lot Boundary Line Fencing shall be constructed of chain link fabric or picket type wrought iron fencing and posts, black in color.

C. 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.

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. Parcels 1 thru 3 may keep 2 horses.

2.7 Noxious Activity: No noxious or offensive activity shall be carried on upon any Parcel in the Subdivision, nor shall any trash, or other refuse be thrown, placed, dumped, or permitted to remain on any Parcel. All Parcels shall be mowed 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 Parcel is prohibited, except as follows:

A. One sign not exceeding six (6) square feet per side in surface area advertising the sale of a Parcel is permitted.

B. Signs within the Subdivision advertising for sale any particular Parcel and/or residence shall be located on that Parcel 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 Parcel.

2.10 Temporary and Accessory Structures and Buildings:

A. No trailer, tent, garage, barn, outbuilding, or other structure of a temporary nature shall be used for human habitation, temporarily or permanently.

B. Parcels 1 thru 8 Building structures, detached from the principal residence shall be limited to garages, swimming pool bath houses, gazebo structures and one shop building not to exceed 1,500 square feet.

2.11 Vehicle Storage and Parking: No inoperable automobile shall be stored on any Parcel except within an enclosed garage.

2.12 Swimming Pools: Above ground swimming pools are prohibited. Spas and hot tubs having less than 100 square feet in area are permitted and shall be screened from public view and located within the 3,500 square feet of permitted Privacy Fencing set forth in Subsection 2.4.

2.13 Clotheslines: Exterior clotheslines and poles or other apparatus used for outdoor clothes drying are prohibited.

2.14 Materials and Storage: No Parcel 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 Parcel. Construction activity on the Parcel shall be completed within one (1) year after commencement. Each Parcel 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 the thirty (30) days

2.15 Subdivide: Parcels 1 thru 8 may not be subdivided. Parcel 9, no smaller than 2½ acres.

2.16 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 Parcel and to the Subdivision as a whole, landscaping is required as follows:

A. Planting and Preservation of Trees: Within each Parcel, 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 and a minimum of six (6) trees in addition to native trees existing. No native tree may be removed without Committee approval.

1. Ornamental trees shall be not less than six feet in height and two inches in caliper.

2. Conifer/evergreen trees shall not be less than eight feet in height.

3. Canopy trees shall not be less than twelve feet in height and three inches in caliper.

3.2 Installation and Maintenance: Within a Parcel, 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.

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 Propane gas may be used and tank shall be underground type.

4.1.6 The owner of each parcel 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: Parcels will require individual septic tank disposal systems as approved by The Oklahoma D.E.Q. and will be each owners 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 Parcels. 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 Parcel 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 Parcel which action seeks to enforce the covenants or restrictions set forth herein or to recover reasonable damages for the breech 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 Parcel 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 15 day of May, 2003.

BY: George E. Day Jr. Owner

STATE OF OKLAHOMA

COUNTY OF WAGONER

Before me, a Notary Public in and for said County and State, on the 15th day of May 2003, personally appeared George E. Day, Jr. to me known to be the identical person who subscribed his name as Owner, thereof to the forgoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My Commission Expires: July 24, 2007 Notary Public: Glenda Holmes
99011662

CERTIICATE OF SURVEY

I, Enoch Cox, 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.

Witness my hand and Seal this...6TH.....day of ..MARCH.....2003

Enoch Cox, R.L.S. #286

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

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

By FEB 14 2003
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 SANDHILL PLACE has been processed through the Wagoner County Planning Commission with approval for acceptance.

Brenda Robertson, Clerk

Approved by
Wagoner Metropolitan
Area Planning Commission

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, Jim Hargrove, Chairman of the Board of County Commissioners do approve the acceptance of SANDHILL PLACE as a sub-division of Wagoner County.

Jim Hargrove, Chairman

CERTIFICATE OF WAGONER COUNTY TREASURER

I do here now state that the taxes have been paid for the year 2002 and prior years for those properties herein listed to be designated as SANDHILL PLACE.

Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK

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

Jerry Field, Clerk