

DEED OF DEDICATION FOR
SUNDANCE FARMS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Storybook Homes, Inc., an Oklahoma Corporation, is the sole owner in fee simple of the following described real property in Wagoner County, State of Oklahoma, to-wit:

A tract of land situated in the N/2 of the NE/4 of Section 9, T-17-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of the NE/4 of said Section 9, thence S 88°21'42"W and along the North line of said Section 9 for 2645.81 feet to the Northwest corner of the NE/4, thence S 01°27'33"E for 1328.92 feet, thence N 86°25'24"E for 2640.58 feet to a point on the East line of said Section 9, thence N 01°14'04"W and along the East line of said Section 9, for 1331.79 feet to the point of beginning and containing 80.72 acres more or less.

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "SUNDANCE FARMS" a subdivision in Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. Utility Easements and Streets. The undersigned owners dedicates to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television lines, 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 the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said

plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls.

2. Limits of No Access. The owners hereby relinquish rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may hereafter be released, altered, or amended by Wagoner County, and approved by the Wagoner County Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by Wagoner County, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.

3. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

- a. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the South and East boundary of the addition as shown on the attached plat. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- b. 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 plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- c. Except for buildings on lots described in paragraph "a" above, which may be served from overhead electric service lines, underground service cables and gas service lines to all buildings which may be located 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 building as may be located upon said lot: provided that upon the installation of such a service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal, transformer or gas main to the service entrance on the building.

- d. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to 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.
- e. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines 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 service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the lot 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.

4. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any landscaping and paving within the easement on his lot in the event it is necessary to repair any underground water or sewer mains, electric, gas service lines, cable television, or telephone service.

- 5. Drainage Easements. No trees, shrubs or seedlings of any form shall be placed in drainage easements except certain grasses normally used for lawn purposes. No buildings or obstructions shall be placed or permitted to remain in any of the designated drainageways that would hinder or restrict the free and voluntary flow of stream water from its intended passage way.

SECTION II. RESTRICTIONS AND COVENANTS.

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

- 1. Lot Use: Premises are conveyed and shall be used for only residential, single-family purposes. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height. No structure may be moved into "SUNDANCE FARMS."
- 2. Architectural Committee. No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications therefore, exterior color scheme and materials thereof, and a plot plan, which plot plan shows the location and facing of such building, have been approved in writing by the Architectural Committee composed of Gerald Snow, or his duly authorized representative, representatives, or

successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it is herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

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 area. The Architectural Committee shall not be liable for any approval, disapproval or 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, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

- 3. No structure of a temporary character shall be used as a residence.

The following standards shall apply to all dwellings in "SUNDANCE FARMS."

- A. Dwelling size. All dwellings shall have a minimum living space of at least one thousand six hundred (1600) square feet. Dwellings in excess of a single story shall have a minimum living space of 1500 square feet at the lower level with a minimum living space of 500 square feet on the second floor.
- B. Building Materials Requirements (Masonry). The dwellings shall have at least a coverage of 50% masonry. All foundations to be covered with masonry or stucco with no exposed rough concrete.
- C. Garages. All dwellings shall have a garage suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door.
- D. Roof Pitch and Roofing material. The roof of the dwelling shall have a pitch of at least 6/12 over 75% of the total

area, and none of the roof area shall have a pitch of less than 3/12. All roofs shall be of simulated shake in appearance. Standard three (3) tab composition shingles are not acceptable. All metal, where installed, shall be painted. Any outbuildings with metal roofs or siding must be factory painted over galvanized. No unpainted galvanized metal will be allowed.

- E. Outbuildings. Outbuildings may be erected on any lots, provided that it is architecturally compatible with the house and be approved by the Architectural Committee prior to construction. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and appurtenant thereto, provided, the Architectural Committee may waive this restriction in the particular instance.

- F. Fences. No fences shall exceed six (6) feet in height. No chain link galvanized fencing may be installed on any lot. Fencing will be no closer to the front property line, as determined by the direction the front of the house sits on the lot, than the rear or back of the residential dwelling.

- G. Livestock and Poultry Prohibited. No animals, livestock (except for the homeowners family's enjoyment), or poultry, this includes exotic animals such as swine, goats, chickens, etc., of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept for a total of three (3) maximum and the suckling young of said animals. No animals shall be kept, bred or maintained for any commercial purpose. No commercial livestock or poultry raising will be allowed.

- H. Vehicle Storage and Parking. No inoperative vehicle shall be stored on any lot unless in an enclosed building. No trailer, motor home, boat trailer or travel trailer shall be located, parked or stored within a front yard, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway. The driveway shall be constructed of portland cement concrete or asphaltic concrete.

- I. Antennae. No radio or television tower, serial, or antenna shall be located on any lot. Satellite dishes over 24" in diameter shall be screened from view from the street.

- J. Billboards Prohibited. The construction or maintenance of billboards, or advertising boards or structures on any lot is specifically prohibited, except that signs advertising the sale or rental of such property are permitted, provided they do not exceed three (3) square feet in size.

K. Required Yards

- (a). No building shall be erected or maintained nearer to the front or side street lines than the building setback lines shown on the accompanying plat, nor shall it be nearer than thirty (30) feet from the back property line.

Front yard:	35 feet
Side yard:	25 feet
Other side yard:	25 feet
Back yard:	30 feet

- (b). All lots designated for single-family use shall have one side yard of not less than twenty (25) feet, unless approved by the Architectural Committee, and no building shall be permitted within a required side yard.

- L. Commercial Structures. No building or structure shall be placed, erected, or used for business, professional trade or commercial purposes on any portion of any single-family lot. This prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services.

- M. Noxious Activity. No Noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to "SUNDANCE FARMS". No salvage yards are permitted.

- N. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All wastes shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner.

Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers must be removed from streetside and screened from roadway view within eighteen (18) hours after refuse collection vehicles empty the containers.

- O. Existing Structure. No existing, erected building, pre-manufactured home, mobile home or structure of any sort may be moved onto or placed on any lot.

- P. Temporary Structure. No trailer, tent, garage, barn, or outbuilding shall be at any time used for human habitation, temporary or permanently, nor shall any structure of a temporary nature be used for human habitation.

- Q. Construction and Promotional Activity. During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of construction, sales and promotion which might otherwise be prohibited.

- R. Individual aerobic sewage systems is the ONLY system allowed. There will be no sewage disposal lagoons.

SECTION III. TERM, AMENDMENT, AND ENFORCEMENT.

- 1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be

binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years, unless by a majority vote of the then owners within "SUNDANCE FARMS" it is agreed, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "SUNDANCE FARMS".

- 2. The developers of "SUNDANCE FARMS" reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Wagoner County, Oklahoma.

- 3. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "SUNDANCE FARMS", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgement or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "SUNDANCE FARMS" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waive or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

In witness whereof the owners has executed this Deed of Dedication on this 22 day of Feb, 2007.

Storybook Homes, Inc.
[Signature]

STATE OF OKLAHOMA)
COUNTY OF Tulsa) SS

Before me the undersigned, a Notary Public in and for said County and State, on this 22nd day of February, 2007, personally

appeared *[Signature]* and *[Signature]* and to me known to be the identical persons who subscribed the name to the foregoing instrument and that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires 8-20-07



[Signature]
Notary Public

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the instance of the owner designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey to the best knowledge and belief.

WITNESS my hand and seal this 6 day of Feb, 2007.

[Signature]
Charles K. Howard, Registered Land Surveyor #297

STATE OF OKLAHOMA)
COUNTY OF McClain) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of Feb, 2007, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing 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.

Given under me hand and seal the day and year last above written.

My Commission expires: 3-13-10

[Signature]
Notary Public

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.

SUNDANCE FARMS
June 15, 2006
SHEET 2 OF 2

By *[Signature]*
DEPUTY