

BAILEY RANCH ESTATES
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT BAILEY RANCH ESTATES, L.L.C., an Oklahoma Limited Liability Company (the "Developer"), being the owner in fee simple of the following described real estate situated in Tulsa County, State of Oklahoma, to wit:

A tract of land in the west half of Section 17, Township 21 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the official U. S. Government survey thereof; more particularly defined as follows:

Commencing at the southwest corner of the SW/4 of said Section 17; thence N 01° 10' 19" W, along the west line of said Section 17, a distance of 1322.66 feet to the point of beginning; thence N 01° 10' 19" W, a distance of 1500.23 feet; thence N 88° 49' 41" E, a distance of 190.00 feet; thence N 01° 10' 19" W, a distance of 15.00 feet; thence N 88° 49' 41" E, a distance of 180.00 feet; thence S 01° 10' 19" E, a distance of 9.19 feet; thence S 73° 25' 02" E, a distance of 398.26 feet; thence S 49° 22' 05" E, a distance of 219.77 feet; thence S 46° 12' 55" E, a distance of 161.40 feet; thence N 78° 00' 02" E, a distance of 125.14 feet; thence N 40° 18' 08" E, a distance of 74.53 feet; thence S 41° 07' 38" E, a distance of 191.11 feet; thence S 48° 52' 22" W, a distance of 44.92 feet; thence along a curve to the right having a central angle of 9° 01' 59" and a radius of 325.00 feet, a distance of 51.24 feet; thence S 32° 05' 39" E, a distance of 135.71 feet; thence S 48° 52' 22" W, a distance of 44.00 feet; thence S 29° 33' 05" E, a distance of 182.94 feet; thence along a curve to the right having a tangent bearing of S 60° 26' 55" W and a central angle of 8° 36' 08" and a radius of 530.00 feet, a distance of 79.57 feet; thence along a curve to the left having a central angle of 84° 05' 07" and a radius of 25.00 feet, a distance of 36.69 feet; thence along a curve to the right having a central angle of 13° 51' 45" and a radius of 150.00 feet, a distance of 36.29 feet; thence S 01° 10' 19" E, a distance of 385.81 feet; thence along a curve to the left having a central angle of 90° 00' 00" and a radius of 25.00 feet, a distance of 39.27 feet; thence N 88° 49' 41" E, a distance of 33.00 feet; thence S 01° 10' 19" E, a distance of 182.00 feet; thence S 88° 44' 25" W, a distance of 1343.13 feet to the point of beginning, containing 1770200.9108 square feet or 60.64 acres, more or less.

Has caused said real estate to be surveyed, staked, and platted into lots, blocks, streets, and reserve areas, and has designated the same as "BAILEY RANCH ESTATES", an addition to the City of Owasso, Tulsa County, State of Oklahoma.

SECTION I.

STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENT

The Developer does further dedicate for public use the streets, easements, and rights-of-way as shown on the attached plat for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all streets and public utilities, including storm and sanitary sewers, communication 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 and upon said easements and rights-of-way for the uses and purposes aforesaid, provided, however, that the Developer hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across, and along the public streets, easements and rights-of-way shown of the plat for the purpose of furnishing of water and/or sewer services to the area included in said plat and the adjacent property (hereinafter defined).

B. FENCE AND LANDSCAPE EASEMENT.

The Developer herein establishes for the benefit of the homeowners' association described in Section IV below a perpetual easement along the west boundary of the subdivision, such easement being designated and depicted on the accompanying plat as "3'F.A.", for the purpose of the erection and maintenance of decorative and/or security fencing and walls, together with the right of ingress and egress to and upon said easement for the uses and purposes aforesaid, landscaping, irrigation systems and signage for the addition. If the Developer, or said Homeowners' Association, shall have constructed such improvements within the easement imposed as above described, the maintenance of such improvements shall be the obligation of the Homeowners' Association.

C. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. Overhead pole lines for the supply of electric and communication service may be located in the street right-of-way of N. Garnett Road and in the easement reserved for general utility services and streets, as shown on attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements and rights-of-way. Street light poles or standards may be served by underground cable.
2. Underground service cables to all houses which may be located on lots in the addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house upon the lot, provided that upon the installation of such a service cable to a particular house, the supplier of electric service or communication service shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
3. The supplier of electric and communication service, through its proper agents and employees shall at all times have the right of access to all such easements 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 electric or communication facilities so installed by it.
4. The owner of each lot shall be responsible for the protection of the underground electric and communications facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communications facilities. The company will be responsible for ordinary maintenance of underground electric and communications facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 5. The foregoing covenants concerning underground communications and electric facilities shall be enforceable by the supplier of communications and electric services, and the owner of each lot agrees to be bound hereby.

D. WATER AND SEWER SERVICES

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.
2. Within the depicted utility easement areas, the alteration of grade in excess of three (3) feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited.
3. The City of Owasso or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner of each lot shall pay for damage or relocation of such facilities caused or necessitated by acts of such owner, his agents, or contractors.
4. The City of Owasso or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easements 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 or sewer facilities.
5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Owasso shall use reasonable care in the performance of such activities.
6. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Owasso, and the owner of each lot agrees to be bound thereby.

E. LIMITS OF NO ACCESS.

The developer relinquishes rights of vehicular ingress and egress over, through, or across any area designated on the attached plat as **L.N.A. (Limits of No Access)**. These limits of no access may be amended or released by the City of Owasso, its agents, successors, or assigns, or as otherwise provided by law.

SECTION II.

RESTRICTIONS

A. USE OF LAND/DEVELOPMENT STANDARDS

1. All lots shall be known and described as residential lots and shall be used for single-family residential purposes, and shall comply with the development standards of approved Planned Unit Development OPUD No. 12.
2. The number of dwellings within the addition shall not exceed 118.
3. All lots shall have a minimum street frontage of seventy-two (72) feet.
4. No lot shall be lot-split or resubdivided into any lot or building plot having an area of less than 9,000 square feet; provided, however, that a lot may be divided into a parcel having less than 9,000 square feet if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two parcels is not less than 9,000 square feet.
5. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:
 - FRONT YARD: 25 Feet
 - SIDE YARD: 5 Feet
 - OTHER SIDE YARD 10 Feet
 - BACK YARD 25 Feet
6. Reserve areas shown and designated as such on the attached plat shall be used for open space, landscaping, and signage for the Addition. All reserve areas are reserved by the developer for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section IV hereof. The maintenance of the reserve areas shall be the responsibility of the Homeowners' Association.

B. ARCHITECTURAL COMMITTEE – PLAN REVIEW

1. There is hereby established an Architectural Committee consisting of three (3) members to be appointed by the developer. Initially, the member of the Architectural Committee shall be Larry Pennington, Jeffrey A. Tuttle, and John T. Neas (the "Architectural Committee"). The developer may name substitute or replacement member of the Architectural Committee by filing notice thereof in the land records of the County Clerk of Tulsa County, Oklahoma.

No building, fence, wall, driveway, or mailbox shall be erected, placed, or altered on any lot in the subdivision until the plans and specifications therefore have been approved in writing by any one of the members of the Architectural Committee. For each building, the required plans and specifications shall be submitted in duplicate to the

- Architectural Committee and include a plot plan depicting the facing of the building, drainage and grading plans, and exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials, and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection, placement, or alteration of any such building, fence, walk, driveway, or mailbox has been commenced prior to the 30th day following completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.
2. The Architectural Committee's purpose is to promote good design and compatibility with the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized, the Architectural Committee 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 any building plans or other submittals, shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
 3. The powers and duties of the Architectural Committee shall be deemed transferred to the Homeowners' Association provided for in Section IV on the 1st day of January, 2005, or upon written assignment to the Homeowners' Association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners' Association or any committee appointed by such board.

C. FLOOR AREA OF DWELLINGS

1. Living Area. All single story dwellings shall have at least 1,700 square feet of finished, heated living area. One-and-one-half and two-story dwellings shall have at least 1,000 square feet of finished, heated living area on the first floor, and at least 750 square feet of finished, heated living area on the second floor.
2. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average 7 feet 6 inches in height, except that in the computation of second, or upper story living area, the height shall be 7 feet 6 inches for at least one-half of the required living area, and any area less than 5 feet in height shall be excluded.

D. ROOF PITCH AND HEIGHT

The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 3/12. No dwellings shall exceed two stories in height.

E. GARAGE

Each dwelling shall have an attached garage suitable for accommodating at least two standard size automobiles. Carports are prohibited.

F. BUILDING MATERIAL REQUIREMENTS

1. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 50% brick, stone, or stucco; provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls.
2. Foundation or Stem Walls. No concrete blocks, poured concrete, or any other foundation or stem wall shall be exposed unless constructed of brick or stone.
3. Roofing. The roof of the dwelling erected on any lot shall be wood shingle or composition shingle equal to or exceeding the quality of the composition shingle known as "Heritage II". All roofs shall have a color of weathered wood roofing.
4. Rooftop Protrusions. Sheet metal vents, flue liner terminals, chimney caps, metal roof flashing, and other rooftop protrusions shall be painted to conform with roof color.
5. Windows. The frames of aluminum windows shall be finished.

G. COMMERCIAL STRUCTURES

No building or structure shall be placed, erected, or used in whole, or in part, for any business, professional, trade, or commercial purpose on any portion of any lot in this subdivision.

H. LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock, poultry, or bees 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, provided that they are not kept, bred, or maintained for commercial purposes.

I. NOXIOUS ACTIVITY

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

J. SIGNS PROHIBITED

The construction or maintenance of advertising signs or other advertising structures on any lot is prohibited, provided that signs advertising the sale or rental of a property are permitted if they do not exceed 6 square feet in display surface area. Permanent signs identifying the addition may be erected and located within the fence and landscape easement and reserve areas.

K. EXISTING BUILDINGS

No existing erected building or used building may be moved onto or placed on any lot.

L. TEMPORARY STRUCTURES AND OUTBUILDINGS

No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be used for human habitation, temporarily or permanently.

M. VEHICLE STORAGE AND PARKING

No vehicle shall be parked or stored on any front or side yard. No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer, or similar recreational vehicle shall be located, parked, or stored on any lot for more than forty-eight (48) hours within any seventy-two (72) hour period except in a garage or screened from view in the rear yard. Owners' or residents' vehicles shall not be parked in any street.

N. ANTENNAS

No exterior radio or television tower, aerial, antenna, or satellite dish shall be located upon any lot.

O. INTERIOR FENCES OR WALLS

1. Except for the fence or wall to be located in the fence and landscape easement, no fence or wall shall exceed 6 feet in height nor be erected or maintained nearer to the interior streets of the addition than the building setback lines depicted on the plat.
2. Fences or walls shall be of wood, brick, stone, stucco, wrought iron, or chain link with wood post and top rail, provided that no chain link fences of any kind shall be erected or maintained facing East 100th Street North on: Lot 01 Block 02, Lot 06 Block 03, Lot 23 Block 05, Lots 03, 13, 14, and 34 Block 06, and Lots 08 and 09 Block 07.

P. MAILBOXES

All mailboxes shall be enclosed in brick or masonry structure which shall extend to the ground and conform to the building. Mailboxes shall be located so that the front face is approximately 6 inches behind the face of the curb and 6 feet from the inside edge of the driveway.

Q. DRIVEWAYS

All driveways into a lot from any street shall be constructed of concrete and shall be not less than fourteen (14) feet in width. No driveways shall be constructed in areas of L.N.A. (Limits of No Access) designated on the interior streets of the attached plat.

R. LANDSCAPING

The front yard of each lot must be fully sodded prior to completion of the construction of the dwelling.

SECTION III.

RIGHT RESERVED BY DEVELOPER

The developer is also the owner of the following described real property located immediately adjacent to this addition and consisting of the balance of all real property encompassed within the aforescribed OPUD No. 12, to-wit:

The north half of the southwest quarter (N2 SW4) and the south half of the northwest quarter (S2 NW4) of section seventeen (17), township twenty-one (21) north, range fourteen (14) east of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, less and except such portion thereof as is included in the addition, (the "Adjacent Property").

The developer contemplates subdividing and platting into residential lots all or a portion of the adjacent property by means of amending the plat and this Deed of Dedication of this Addition to incorporate all or a portion of the adjacent property therein and as a part thereof and/or by means of preparing and filing of one or more separate subdivision plats and Deeds of Dedication. In connection therewith, and in pursuance thereof, the developer does hereby reserve unto itself, its successors, and assigns, to any interest or estate in the adjacent property, the following unqualified and irrevocable rights:

1. The right at any time within ten (10) years from the date hereof to unilaterally amend, one or more times, the plat and Deed of Dedication of this Addition to add thereto and incorporate as a part thereof all or any portion of the adjacent property. Immediately upon request of the developer or its successor in interest to the adjacent property, each owner of any interest in any property within this addition shall execute such amendment or amendments or other documents which in the sole judgment of developer or its successor is necessary to properly effect the addition of adjacent property, or any portion thereof, to and as a part of this Addition. No such amendment or amended plat shall alter the size or configuration of any lot, street, or other common area in this Addition nor impose upon any lot owner in this Addition and additional or further restriction over and above that imposed by the terms of this Deed of Dedication.
2. The right at any time within ten (10) years from the date hereof to unilaterally grant to the owners of lots in any one or more additions into which the adjacent property, or any portion thereof, is subdivided, the right in common with all owners of lots in this Addition to the use of all common areas within this Addition, **provided**, that each owner of any lot(s) in this Addition is granted by the Deed of Dedication or a separate instrument the right in common with all owners of any such addition(s) into which the adjacent property or any portion thereof is subdivided use of all common areas included within any such addition(s).
3. The right to designate the Homeowners' Association to be formed as provided in Section IV below as the Association for administration, management, and maintenance of the Common Areas hereafter located within the adjacent property, or any portion thereof, or incorporated in and forming a part of any independent subdivision should the adjacent property, or any portion thereof, be separately platted. Should the adjacent property be separately platted as one or more independent or separate residential subdivisions, said

Homeowners' Association shall, if requested by developer, administer, manage, and maintain all common areas located within such additions as though the same were one entity or addition. In such event, the assessments against the lots to which the adjacent property or any portion thereof is subdivided shall be at least equal to the assessment of this Addition.

SECTION IV

HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

The developer shall cause to be formed the Bailey Ranch Estates Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of Bailey Ranch Estates, and, if requested by developer in accordance with Section III above, any or all of the common areas of the adjacent property.

B. MEMBERSHIP

Every person or entity who is a record owner of the fee interest of a lot in the Addition shall be a member of the Association, and membership shall be appurtenant to, and may not be separated from, the ownership of such lot. The acceptance of a Deed to a lot shall constitute acceptance of membership in the Association as of the date of its incorporation, or as of the date of recording of the Deed, whichever occurs last.

C. COVENANT FOR ASSESSMENTS.

The developer and each subsequent owner of a lot, by acceptance of a Deed thereto, is deemed to covenant and agree to pay to the Association, assessments to be established by the Board of Directors of the Association in accordance with a declaration to be executed and recorded by the developer prior to the conveyance of a lot within Bailey Ranch Estates. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of the first mortgage.

D. CERTAIN RIGHTS OF THE ASSOCIATION

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

E. CERTAIN OBLIGATIONS OF THE ASSOCIATION

Subject to satisfaction of the conditions precedent set forth below, upon the amendment of the Deed of Dedication and the plat of the subdivision to incorporate and add thereto any part of the adjacent property, the obligations of the Association shall further include the administration, management, and maintenance of all common areas contained within said part of the adjacent property. Likewise, subject to satisfaction of the conditions precedent set forth below, if the adjacent property or

any portion thereof is subdivided and platted into one or more separate residential additions, this Association will be charged with the administration, management, and maintenance of all common areas contained within such addition(s) in the same manner, and to the same extent, as provided herein for this Addition.

The following are conditions precedent to the performance of the obligations imposed upon the Association in this subsection E:

1. There must be filed in the appropriate records of Tulsa County, Oklahoma, an amended plat and Deed of Dedication of this Addition, **or** there must be filed in said records a plat and Deed of Dedication of the Addition into which the adjacent property or any portion thereof is subdivided and platted if the adjacent property or any portion thereof is independently platted and subdivided in lieu of such amendment.
2. The Association must have received a Deed of Conveyance to that part of the adjacent property comprising the common areas to be administered, managed, and maintained.
3. In the event of the platting of the adjacent property into one or more separate or independent additions, there must have been filed in the appropriate records of Tulsa County, Oklahoma, covenants obligating the owners of lots in any such independent addition to become members of the Association and to pay assessments for common area maintenance at least equal to the assessments required of the owners of lots in this Addition.

SECTION V.

ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the developer, its successors, and assigns, and all parties claiming under them. The covenants contained in Section II, Subsection A, are established pursuant to the zoning code of the City of Owasso, Oklahoma, and shall inure to the benefit of the developer, the owners of lots within the Addition, the Homeowners' Association provided for in Section IV, and the City of Owasso, Oklahoma. The remaining covenants within Section II shall inure only to the benefit of developers, the owners of lots within the subdivision, and the Homeowners' Association provided for in Section IV. If the owner of any lot shall violate any of the covenants within Section II, it shall be lawful for the developer, any person or persons owning any lot situated within the Addition or the Homeowners' Association, or the City of Owasso as to violations of the covenants contained in Section II, Subsection A, 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 so doing or to compel compliance with the covenant or to recover damages.

B. DURATION

These restrictions shall remain in full force and effect until January 1, 2010, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. AMENDMENT

The covenants contained within Section II, Subsection A, may be amended or terminated by a written instrument signed and acknowledged by the City of Owasso Planning Commission, or its successors, and by the owners of more than 75% of the lots within the Addition, and the provisions of such instrument shall be binding from and after the date it is properly recorded. The remaining covenants within Section II may be amended or terminated by a written instrument signed and acknowledged by the developer during such period that the developer is the record owner of at least ten (10) lots within Bailey Ranch Estates, and the provisions of such instrument shall be binding from and after the date it is properly recorded, or alternatively, the remaining covenants within Section II may be amended or terminated by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the Addition, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

D. 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 full force and effect.

In witness whereof: Bailey Ranch Estates, LLC, has caused its name to be affixed hereto this
26th Day of October, 1994.

See official recorded plat for official signatures & notaries.