

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
SOUTH RANCH

KNOW ALL MEN BY THESE PRESENTS:

THAT 2004 SOUTHRANCH, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as 'OWNER' is the Owner of Land the following described land in Tulsa County, State of Oklahoma, to-wit:

The SW/4 of Section 32, Township 17 North, Range 13 East, LESS AND EXCEPT the East 215.00 feet of the South 878.00 feet of said SW/4, and the E/2 E/2 E/2 SE/4 of Section 31, Township 17 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, containing in both parcels 176.1102 Acres, more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "SOUTH RANCH", a subdivision in Tulsa County, State of Oklahoma.

SECTION I

STREETS, EASEMENTS AND UTILITIES

A: General Utility Easements:

The Owner/Developer does hereby dedicate for public use the streets, as designated on the accompanying plat, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "UTILITY EASEMENT", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements and right-of-ways for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant

shall be binding on each lot owner and shall be enforceable by the Tulsa County Engineer, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, that do not constitute an obstruction as aforesaid.

B. Underground Service:

1. Overhead lines for the supply of electric service may be located along the South perimeter of the subdivision. Elsewhere throughout the subdivision all supply lines "shall be located underground in the easements in street rights-of-way shown on said Plat". Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.
2. Underground service cables and gas service lines to all structures which may be located within 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 structure as may be located upon the lot, Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective and non-exclusive right-of-way easement on the lot, covering five foot strip extending 2.5 feet on each side of the service cable or line, extending from the gas main service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television and gas services, through its agents and employees, shall at all times have right of access to all easement ways shown on the Plat or other-wise 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 facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the Owner shall 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 set forth in this Paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water mains and storm sewers mains located on his lot.
2. Within the Utility Easement areas depicted on the accompanying Plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or storm sewer mains or any construction activity which would, in the judgment of the Tulsa County Engineer, interfere with public water mains, and storm sewers mains shall be prohibited.
3. The Okmulgee Rural Water District No. 6 or its successors, shall be responsible for ordinary maintenance of public water mains, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by act of the Owner, his agents or contractors.
4. The Tulsa County Engineer or its successors, shall at all times have right of access to all easements depicted on the accompanying Plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of the storm sewer facilities.
5. The foregoing covenants set forth in this Paragraph C shall be enforceable by the Tulsa County Engineer, Okmulgee Rural Water District No. 6 and East Central Oklahoma Electric Cooperative, Inc. or its successors and the Owner of the lot agree to be bound hereby.

D. Gas Service:

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the Plat or as provided for in this Certificate of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.

3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving And Landscaping within Easements:

The Owner of the Lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, storm sewer, natural gas, communication, cable television or electric facilities within the Utility Easement areas depicted upon the accompanying Plat.

F. Limits of No Access:

The undersigned OWNER hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 181st Street South within the bounds designated as "Limits of No Access" or "(L.N.A.)" as shown on the accompanying plat, which "Limits of No Access" or "(L.N.A.)" may be amended or released by the Tulsa County Engineer, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto. The foregoing may be enforced by the Tulsa County Engineer.

G. Drainage Easement:

1. The Owner/Developer does hereby grant to the Tulsa County, Oklahoma and establish a perpetual easement on, over and across that area designated on the accompanying Plat as "Drainage Easement" for the purposes of permitting the overland flow, conveyance and discharge of Storm Water runoff from the various Lots within the Subdivision and from properties outside the subdivision.
2. Drainage facilities constructed in the Overland Drainage Easements shall be in accordance with the adopted Standards of the Tulsa County Engineer, and Plans and Specifications approved by the Tulsa County Engineer, Tulsa, Oklahoma.
3. No fence, wall, building or other obstruction may be placed or maintained in the "Drainage Easement" area nor shall there be any alteration of the grades or contours in the Easement area unless approved by the Tulsa County Engineer, PROVIDED, HOWEVER, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the Tulsa County Engineer, Tulsa, Oklahoma.
4. The Drainage Easement area and facility located within a Lot shall be maintained by the Owner of the Lot upon which the Drainage Easement is located at his cost in accordance with Standards prescribed by the Tulsa County Engineer. In the event

the Owner of the Lot over which an Drainage Easement is located should fail to properly maintain the Easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the Tulsa County Engineer, Tulsa, Oklahoma, or its designated contractor may enter the Easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Owner of the Lot. In the event the Owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the Tulsa County Engineer, Tulsa, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the Lot of the Owner. A lien established as above provided may be foreclosed by the Tulsa Engineer, Tulsa, Oklahoma.

H. Surface Drainage and Lot Grading Restriction:

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner 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 his lot. The foregoing covenants set forth in this Paragraph I shall be enforceable by any affected Lot Owner and by the Tulsa County Engineer, Tulsa, Oklahoma.

I. Private Septic Systems:

1. Within this subdivision sewerage is initially intended to be disposed of by septic tank disposal systems which are subject to regulation by the Tulsa City-County Health Department.
2. The approval and release of the plat of this subdivision does not constitute a guaranty or warranty that the septic system will function properly.
3. No septic system shall be installed within the subdivision until the plans therefor have been submitted to and approved by the Tulsa City-County Health Department, and a permit duly issued.
4. The septic system shall be installed and maintained in accordance with the approved plans.
5. Subsequent to installation of the septic system, no drive, paving, swimming pool, or building shall be constructed over the area of the lot containing the septic system lateral lines.
6. In the event a public sanitary sewerage system is extended to the lots within the subdivision, the lot owners, whether or not

septic systems are properly functioning, shall be required at their cost to connect to the public sanitary sewerage system.

7. The foregoing covenants concerning sewerage facilities shall be covenants running with the land, and shall inure to the benefit of and shall be enforceable by Tulsa County, Oklahoma.

SECTION II

PRIVATE RESTRICTIONS

The OWNER hereby grants and establishes perpetual exclusive mutual access easement depicted on the accompanying plat as RESERVE "B" BRIDLE TRAIL EASEMENT for the purpose of permitting the owner of each lot, their grantees, accompanied guest, successors and assigns to have Horse and Pedestrian access and passage within South Ranch and to and from the public roads adjacent to South Ranch on and across the areas within each lot subject to a mutual access easement. The BRIDLE TRAIL shall be for the sole and exclusive use and benefit of the owners of each lot within South Ranch and their grantees, tenants, invitees, guests, successors and assigns and shall be appurtenant to the ownership of each lot. The South Ranch Homeowners' Association shall maintain the areas designated as RESERVE "B".

The OWNER herein imposes restrictive covenants which shall be binding on each lot owner and shall be enforceable by Tulsa County, affected utility service providers, that no building structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall in the subject easements provided however that nothing herein shall be deemed to prohibit drives, parking areas, landscaping and approved fences form such easements. All South Ranch construction must be approved in writing by the South Ranch Architectural Committee (SRAC) prior to the commencement of construction. The SRAC shall consist of two members selected by the OWNER. The OWNER shall name all replacements members to the committee until control of SRAC shall be transferred to the South Ranch Homeowners' Association, at the completion of all construction.

The OWNER imposes the following restrictive covenants for the purpose of providing for an orderly use of the land to insure adequate restrictions for the mutual benefit of the OWNER and all subsequent lot owners, and their successors and assigns. The OWNER does hereby impose the following restrictions which shall be covenants running with the land, and shall be binding all lot owners. the use of all lots shall be residential and such accessory uses as reasonable.

1. RESIDENCE: There shall be only one residence per lot. Such residence must be built on site, and must be approved in writing by the South Ranch Architectural Committee (SRAC) prior to the start of any construction. Such residence must be hooked to a sewage disposal system approved by the Tulsa County Health

Department, State of Oklahoma, prior to occupancy of the residence. No manufactured homes will be allowed to be moved in to South Ranch to be used as housing on any temporary or permanent basis.

2. LIVING AREA: Each lot is restricted to a single family dwelling containing 2,200 square feet of conditioned living area. Temporary living quarters in barn facilities shall be allowed on an exception basis from this standard with written approval from SRAC.
3. VENEER: Each home shall have a minimum of 50% veneer and roofs of not less than 6/12, over 80% of the roof area.
4. WINDOWS: No mill finished windows, storm windows or doors shall be allowed.
5. ROOFING: All of South Ranch shall have TAMKO Thunder Storm Grey roofing. Such roofing material has been determined by the South Ranch Architectural Committee and shall be used on each and every structure to be built. SRAC may allow upgrade exceptions.
6. CHIMNEYS: All chimneys visible from the front of subject home shall have full masonry veneer.
7. MAILBOXES: Any mailboxes must have SRAC approval.
8. LANDSCAPING: Each residence shall have landscaping across the front of the residence, within 90 days of completion of the residence.
9. BARN/STRUCTURES: No structures previously used may be moved onto any lot. All Barns or Storage structures shall be a baked finish metal sided structure the color pattern must be approved by SRAC. Living areas in barns may be used as temporary and or occasional quarters. No manufactured homes will be allowed to be moved into South Ranch to be used as housing on any temporary or permanent basis.
10. STORAGE: No lot shall be used for outside storage. Working vehicles may be parked behind residence. Covered structures are preferred for all vehicles.
11. FENCING: All fencing shall be approved by SRAC, prior to installation. Fences must be residential in nature. Such fencing shall not be over six foot in height. No fencing may be made of corrugated or sheet metal, or barbed wire. Exception: barbed wire may be used on the perimeter of South Ranch. Pasture fencing shall be allowed forward of a residence, to the side, but not in front of such residence. In every instance SRAC has the right to waive and/or approve any fencing it deems proper.

12. SIGNAGE: Only one marketing sign may be used for the marketing of each residence, except for directional signs and Builder signs. No product marketing signs shall be placed on any lots.
13. LOT SPLITS/FRONTAGE: There shall not be any lot splits allowed on the lots shown on the Plat. All homes shall front the common roadway serving all the lots.
14. VEHICLES: No recreational vehicles or campers or boats, or trailers, of any type, may be parked longer than seven (7) days in front of any residence. Screening fences, subject to SRAC approval, may satisfy this covenant. Hard surface parking pads shall be required for all outside recreation type vehicles or equipment. Also see 10. above. No vehicles are to be parked overnight on the SRAE,
15. DUMPING: No lot shall be used for dumping of any materials, organic or otherwise. The lawns (all areas in front and beside each residence) of each lot must be maintained with grass not to exceed 6" in height. Pastures shall be cut on a regular, at least annual, basis. The South Ranch Homeowners' Association (SRHA) has the right and power to enforce this covenant, as well as any other covenant, and collect for such enforcement, including the right to lien.
16. ANIMALS: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood. No breeding operation, kennels, poultry, swine or cattle operation will be allowed on any residential lot. A maximum of 3 animals of any kind (dog ... cat ..., etc.) and a total of 5 animals maximum, shall be kept on any lot, but the total may be accumulative for multiple lot owners. The maximum horses shall be one horse per acre.. No pigs shall be allowed at any time.
17. BUSINESS ACTIVITY: All lots shall be designated for residential purposes. No business or trade may be conducted in or from any lot except that an owner residing on said lot may conduct business activities so long as all four of the following requirements are met:
 - (a) The existence or operation of the business is not readily apparent or detectable by sight, sound, or smell, and that no business signage is placed on the lot.
 - (b) The business activity conforms to all zoning requirements.
 - (c) The business activity does not involve regular visitation to the lot by clients, customers, employees or solicitation of the other lot owners of South Ranch.
 - (d) The business activity is consistent with the residential character of the area and does not constitute a nuisance or a hazardous use that may threaten the security or safety of the other owners of South Ranch.

