

DEED OF DEDICATION

FOR

STONEBRIDGE PARK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Charles Sanders Homes, Inc., an Oklahoma Corporation, is the sole owner in fee simple of the following described real property in Tulsa County, State of Oklahoma, to-wit;

A tract of land that is part of the North Half of the Southeast Quarter (N/2 SE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma according to the United States Government Survey thereof, said tract being more particularly described as follows, to-wit:

COMMENCING at the Northeast corner of said N/2 SE/4; Thence South 88°47'04" West and along the Northerly line of Said N/2 SE/4, for a distance of 60.00 feet to a point, said point being the Point of Beginning; Thence South 1°19'04" East and parallel with the Easterly line of the N/2 SE/4, a distance of 467.92 feet to a point, Thence South 88°47'01" West and parallel with the Northerly line of Block Three (3), "THE AMENDED PLAT OF THE PARK AT ADAMS CREEK - PHASE I", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof (Plat No. 5663), for a distance of 225.00 feet to a point; Thence South 1°19'04" East and parallel with the Easterly line, for a distance of 400.00 feet to a point on the Northerly line of Block 3; Thence South 88°47'01" West and along the Northerly line of Said Block 3, for a distance of 1,005.74 feet, Thence North 1°18'59" West for a distance of 100.00 feet to a point, Thence South 88°47'01" West and parallel to the Northerly line for 813.39 feet, Thence North 76°35'48" West and parallel with the Northerly line of Block 3, for a distance of 351.91 feet to a point; Thence North 16°23'08" East for a distance of 712.81 feet to a point on said Northerly line of the N/2 SE/4; Thence North 88°47'04" East and along said Northerly line of the N/2 SE/4, for a distance of 2,167.80 feet to the POINT OF BEGINNING and containing 40.761 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 "STONEBRIDGE PARK", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. Utility Easements and Streets. The undersigned owner 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. Areas designated in the accompanying plat as hereinafter designated as Reserve "A" and "B" are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from within this subdivision and adjacent properties. Drainage facilities constructed in the restrictive drainageway areas shall be in accordance with the standard plans and specifications of the City of Broken Arrow. The restrictive drainageway area and facilities shall be maintained by the lot owner upon which the drainageway is located at his cost in accordance with the standards as prescribed by the City of Broken Arrow. In the event the lot owner should fail to adequately and properly maintain the drainageway area and facilities, the City of Broken Arrow or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Broken Arrow. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow and there shall be no alteration of the grades or contours in the restrictive drainageway areas without the approval of the City Engineer of the City of Broken Arrow. The easement or any part thereof may be terminated, released, and canceled upon a resolution being adopted by the Broken Arrow City Council providing such. PROVIDED HOWEVER, that the supplier of public utilities have the right to cross this easement with their services as outlined in Item 4 of Section I hereinafter defined.
3. 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 be hereafter be released, altered, or amended by the City of Broken Arrow an approved by the Broken Arrow 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 the City of Broken Arrow, Oklahoma, or its successors, and the owners of each lot agrees to be bound therby.

4. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:
 - A. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East and South lines of the subdivision. Street light poles or standards may be served by underground cables 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 be located in such easement ways.
 - B. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines, and cable television cables, underground service cables to all houses which may be located on all lots in Said 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 as may be located upon each said lot; provided that upon the installation of such service cable to a particular house, the supplier of electric service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of way easement on each 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.
 - C. The supplier of electric, telephone, cable television and natural gas service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or natural gas services so installed by it.
 - D. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas 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 natural gas facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.
 - E. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or natural gas service, and the owner of each lot agrees to be bound thereby.

- F. The area encompassed by the PSO right of way, Book 3609, Page 135, and filed at the Clerks office of the Tulsa County, Tulsa, Oklahoma, shall be subjected to the following restrictions:
- a. No trees or shrubs shall be planted or any alterations to the existing contours shall be made without P.S.O.'s written permission.
 - b. Fences crossing the Right of Way shall have fourteen foot (14') wide gates installed for P.S.O. access.
5. In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Broken Arrow or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound hereby.

6. Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS.

WHEREAS, the owner desires to establish restrictions for the purpose of achieving an orderly development for the mutual benefit of the Owner and the Owner's successors in title; and

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. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for the interpreting the development and construction standards contained herein. Charles Sanders Homes, Inc., its successors, assigns or appointees are hereafter referred to as the Architectural Committee.

2. All lots shall be single family residential lots only.

Single story homes shall have a minimum of 1600 square feet of living area. One and one-half or two story homes shall have no less than 1800 square feet of living area with a minimum of 1200 square feet of living area on the first floor. This provision for one and one and one-half and two story homes may be modified with written approval of the Architectural Committee. No outbuildings will be allowed. The homes shall have a full front brick masonry, except for covered porches and on the sides and back, brick up to the bottom of a 5' window. Roof shall have a minimum of 6:12 pitch and shall be Heritage II "Weathered Wood" or equivalent in weathered wood color only. There will be masonry mailboxes.

3. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garage shall be enclosed and attached. Carports are not permitted.
4. No pre-existing or off-site built residence or out building may be moved onto any lot.
5. No radio or television tower, aerial, or antenna shall be located on any lot. A maximum 18" satellite dishes will be allowed but shall be screened from view from the street.
6. No animals, livestock, or poultry 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.
7. No obnoxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall any vegetable gardens be in front of the main structure of said residence, no exposed clothesline poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot.
8. Fencing. Wood privacy fence on all lots with the following exception: Lots 1 through 13, Block 1, Lots I through 6, Block 4 and Lots 1 through 6, Block 6 shall wood privacy fencing where the street is faced. Interior fencing where not exposed to the street, maybe 4' chain link fence with wood post and wood rails. Fencing across the PSO easement will conform to Section 1 : 4 : F : b.

9. A \$500.00 minimum landscaping and full sod all lots. On Lots 1 through 13, Block 1, Lots 1 through 6, Block 4 and Lots 1 through 6, Block 6, the PSO easement would have to sod.
10. No inoperative vehicles shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored within a front yard, or in front of the building line, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.
11. Reserve Areas and Common Areas.
 - a. Reserve areas "A", "B", "E", "F", AND "G", will be for storm water drainage facilities that will be deeded to and maintained by the Homeowners Association and construction shall be in accordance with the current standards and specifications of the City of Broken Arrow, Oklahoma. No wall, fence, building or other structure shall be placed or maintained in the easement area, nor shall there be any alteration of grade or contours in the easement area unless approved by the City of Broken Arrow, Oklahoma, provided however, that these areas may be utilized by the public utility companies for construction of their facilities.
 - b. Reserve area designated "C" on the attached plat and the fence along North 23rd Street are areas that will be deeded to and/or maintained by the Homeowners Association of "STONEBRIDGE PARK" for their use and benefit and will be limited to the construction of a fence and appurtenances thereto and Reserve "C" will be used for recreational facilities for the residents of "STONEBRIDGE PARK".
 - c. Reserve area designated Reserve "D" on the attached plat which is part of the public street right-of way and will be used for a traffic calming device and for landscaping and signage for the use and benefit of all lots in the addition and this Reserve will be maintained by the Homeowners Association of "STONEBRIDGE PARK". Landscaping and signage will be approved by the City of Broken Arrow. The City of Broken Arrow shall have no liability for any damage to landscaping, including irrigation systems, occasioned by the maintenance or reconstruction of the adjoining public street.

12. Sidewalks

- a. It shall be the responsibility of the builder on each lot to construct sidewalks on the street side of the lot.
 - b. The developer shall also construct sidewalks next to the Reserve Areas along all street frontages and along North 23rd Street.
13. Property Owners Association: The Owners have formed or shall cause to be formed, the "STONEBRIDGE PARK HOMEOWNERS ASSOCIATION, INC." (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the state of Oklahoma and formed for the general purposes of maintaining the

common open areas and the storm water detention facility and for enhancing the value, desirability and attractiveness of STONEBRIDGE PARK.

14. Membership: At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the Owner therefore become a member of the "STONEBRIDGE PARK HOMEOWNERS ASSOCIATION, INC." and membership shall be apartment to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the homeowner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.
15. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contains or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instrument as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions or protective covenants. In matters pertaining to the appearance of specific homes in "STONEBRIDGE PARK" and the overall appearance of "STONEBRIDGE PARK" subdivision, the Architectural committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.
16. The developers of "STONEBRIDGE PARK" 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 Tulsa County, Oklahoma.

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, and by the City of Broken Arrow, Oklahoma, 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 "STONEBRIDGE PARK" 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 "STONEBRIDGE PARK".

2. 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 "STONEBRIDGE PARK", 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 "STONEBRIDGE PARK" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, Charles Sanders Homes, Inc., has caused this Certificate of Dedication and Restrictive Covenants to be executed this 31st day of December 2003.

Charles Sanders Homes, Inc., an Oklahoma corporation

NOTICE: A fully certified and official copy of this document is on file with the Tulsa County Clerk.

Stonebridge Park

LOT	BLOCK	ADDRESS	LOT	BLOCK	ADDRESS
1	1	2312 East Queens St.	16	2	1516 North 22nd St.
2	1	2308 East Queens St.	17	2	2209 East Queens St.
3	1	2304 East Queens St.	18	2	2205 East Queens St.
4	1	2300 East Queens St.	19	2	2201 East Queens St.
5	1	2212 East Queens St.	20	2	1509 North 21st St.
6	1	2208 East Queens St.	21	2	1505 North 21st St.
7	1	2204 East Queens St.	22	2	1501 North 21st St.
8	1	2200 East Queens St.	23	2	1500 North 21st St.
9	1	2116 East Queens St.	24	2	1504 North 21st St.
10	1	2112 East Queens St.	25	2	1508 North 21st St.
11	1	2108 East Queens St.	26	2	1512 North 21st St.
12	1	2104 East Queens St.	27	2	1516 North 21st St.
13	1	2100 East Queens St.	1	3	2313 East Queens St.
14	1	1528 North 20th St.	2	3	2309 East Queens St.
15	1	1524 North 20th St.	3	3	1525 North 22nd St.
16	1	1520 North 20th St.	4	3	1521 North 22nd St.
17	1	1516 North 20th St.	5	3	1517 North 22nd St.
18	1	1512 North 20th St.	6	3	1513 North 22nd St.
19	1	1508 North 20th St.	7	3	1509 North 22nd St.
20	1	1504 North 20th St.	8	3	1505 North 22nd St.
21	1	1500 North 20th St.	9	3	1501 North 22nd St.
1	2	1521 North 20th St.	10	3	2305 E. Princeton St.
2	2	1517 North 20th St.	11	3	2301 E. Princeton St.
3	2	1513 North 20th St.	12	3	2213 E. Princeton St.
4	2	1509 North 20th St.	13	3	2209 E. Princeton St.
5	2	1505 North 20th St.	14	3	2205 E. Princeton St.
6	2	2100 E. Princeton St.	15	3	2201 E. Princeton St.
7	2	2104 E. Princeton St.	16	3	2117 E. Princeton St.
8	2	2108 E. Princeton St.	17	3	2113 E. Princeton St.
9	2	2112 E. Princeton St.	18	3	2109 E. Princeton St.
10	2	2200 E. Princeton St.	19	3	2105 E. Princeton St.
11	2	2204 E. Princeton St.	20	3	2101 E. Princeton St.
12	2	1500 North 22nd St.	21	3	2029 E. Princeton St.
13	2	1504 North 22nd St.	22	3	2025 E. Princeton St.
14	2	1508 North 22nd St.	1	4	2000 East Queens St.
15	2	1512 North 22nd St.	2	4	2004 East Queens St.

LOT	BLOCK	ADDRESS	LOT	BLOCK	ADDRESS
3	4	2008 East Queens St.	4	6	1908 East Queens St.
4	4	2012 East Queens St.	5	6	1904 East Queens St.
5	4	2016 East Queens St.	6	6	1900 East Queens St.
6	4	2020 East Queens St.	7	6	1512 North 18th St.
7	4	1513 North 19th Pl.	8	6	1508 North 18th St.
8	4	1511 North 19th Pl.	9	6	1504 North 18th St.
9	4	1507 North 19th Pl.	10	6	1500 North 18th St.
10	4	1503 North 19th Pl.	11	6	1412 North 18th St.
11	4	1415 North 19th Pl.	12	6	1408 North 18th St.
12	4	1411 North 19th Pl.	13	6	1404 North 18th St.
13	4	1407 North 19th Pl.	14	6	1400 North 18th St.
1	5	1506 North 19th Pl.	15	6	1401 North 18th St.
2	5	2013 East Queens St.	16	6	1405 North 18th St.
3	5	2009 East Queens St.	17	6	1407 North 18th St.
4	5	2005 East Queens St.	18	6	1410 North 18th Pl.
5	5	2001 East Queens St.	19	6	1406 North 18th Pl.
6	5	1925 East Queens St.	20	6	1402 North 18th Pl.
7	5	1921 East Queens St.	21	6	1403 North 18th Pl.
8	5	1917 East Queens St.	22	6	1407 North 18th Pl.
9	5	1913 East Queens St.	23	6	1411 North 18th Pl.
10	5	1909 East Queens St.	24	6	1415 North 18th Pl.
11	5	1505 North 18th St.	25	6	1408 North 19th St.
12	5	1904 E. Princeton St.	26	6	1404 North 19th St.
13	5	1908 E. Princeton St.	27	6	1400 North 19th St.
14	5	1912 E. Princeton St.	28	6	1401 North 19th St.
15	5	1916 E. Princeton St.	29	6	1405 North 19th St.
16	5	1920 E. Princeton St.	30	6	1409 North 19th St.
17	5	1924 E. Princeton St.	31	6	1413 North 19th St.
18	5	2000 E. Princeton St.	32	6	1410 North 19th Pl.
19	5	2004 E. Princeton St.	33	6	1406 North 19th Pl.
20	5	2008 E. Princeton St.	34	6	1402 North 19th Pl.
21	5	2012 E. Princeton St.	32	6	1410 North 19th Pl.
22	5	2016 E. Princeton St.	33	6	1406 North 19th Pl.
1	6	1920 East Queens St.	34	6	1402 North 19th Pl.
2	6	1916 East Queens St.			
3	6	1912 East Queens St.			



