

CERTIFICATION OF DEDICATION

FOR

STEEPLECHASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Baron Construction Company, An Oklahoma Corporation, being the sole owner of the following described land in the County of Wagoner, State of Oklahoma to wit:

Being the N/2 of the SW/4 of Section 19, T19N, R15E, Wagoner County, Oklahoma, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 19 (also being the centerline intersection of E. 41st Street S. and S. 193rd E. Ave.); Thence N 00°-07'-37" E, a distance of 1322.84 feet along the west section line of Section 19 to the point of beginning;

THENCE, N 00°-07'-37" E., 1322.84 feet along the west section of the Section 19 to a point,

THENCE, N 89°-57'-47" E, 2588.63 feet along the E-W 1/4 section line to the center of said Section 19,

THENCE, S 00°-03'-26" W, 1323.67 feet along the N-S 1/4 section line to a point,

THENCE, S 89°-58'-53" W, 2590.24 feet to the point of beginning and containing 78.661 acres of land less a 60-foot right of way along S. 193rd E. Ave.

has caused the above described land to be surveyed, staked, platted, and subdivided into lots, blocks, and streets, and have designated the same as "Steeplechase", an addition in Wagoner County, Oklahoma.

NOW THEREFORE, the undersigned hereby dedicate for public use all the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets, and for the purpose of providing an orderly development of the above described real estate and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title to subdivisions of said land (hereinafter referred to as lots) the undersigned hereby impose the following restrictions and reservations and create the following easements which shall be binding upon them, their successors and assigns.

THESE covenants are to run with land and shall be binding on all parties and all persons claiming under them until June 1, 2008, at which time said covenants shall be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or their successors in title to subdivisions of said land, shall violate or attempt to violate any of the said covenants therein, it shall be lawful for any other person or persons owning any property

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situated in said development to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues such violations. In validation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A. All lots in Addition shall be known as residential lots, and shall be used for residential purposes only.
- B. No building shall be located nearer to the front lot line, nor nearer to the side street line than the building lines shown on the recorded plat; and in any event, no building shall be located nearer than five (5) feet to any side lot line.
- C. No business, trade, or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- D. No dwelling shall be erected or placed on any residential lot which has an area of less than 1,000 square feet, excluding open porches and garages.
- E. All dwellings shall contain at lease an enclosed two (2) car attached garage.
- F. No fences shall be installed on the front portion of any lot in the addition between the front lot line and the building set-back line, and ^{no} and fence on any residential lot shall be more than six (6) feet in height.
- G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this Addition shall be at any time used as a residence, either temporarily or permanently, nor shall structure of a temporary nature of character be used as a residence.
- H. No structure previously used shall be moved onto any lot in this addition.
- I. No animals, including fowls, shall be raised, bred or kept on any lot at any time, except that not more than two each of any common household pet (which are not used, bred, or maintained for any commercial purpose) may be kept. All household pets must be kept fenced or tied up.
- J. Easements for installation and maintenance of utilities and drainage facilities are dedicated as shown on the

recorded plat, within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority, association of property owners, or utility is responsible. Owners also grant right of ingress and egress to said easements.

K. In connection with the installation of underground electric service, all lots are subject to the following provisions, to-wit:

- (1) Overhead pole lines for the supply of electric service may be located along the North and East lines and along the West line of Lot 1 thru Lot 13, Blk, 10 of the Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as source of supply at secondary voltages, may also be located in said easement-ways.
- (2) Underground service cables to all houses which may be located on all lots in said addition may run from the nearest service pedestal or transformer to the point on 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 a service cable to a particular house, the supplier of electric service or telephone service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way 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 or telephone service, through its proper agents and employees, shall at all times have rights of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by it.
- (4) The owner of each lot shall be responsible for the protection of the underground facilities located on his

property and shall prevent the alternation of grade or any construction activity which may interfere with said facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by owner of lot. The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

L. No vehicular ingress and egress shall be permitted over and across any property designated on the above plat at "Limits of No Access", provided, however, that the points of access may be released, changed or altered by a replat thereof.

IN WITNESS WHEREOF representatives of Baron Construction Company An Oklahoma Corporation, have caused their names to be affixed this 21 Dat of July, 1984.

BARON CONSTRUCTION COMPANY
AN OKLAHOMA CORPORATION

ATTEST: (Corp Seal)

By: James F. Crane /s/
PRESIDENT

BY Dale W. Esmond /s/
Secretary

STATE OF OKLAHOMA)
) S.S.
COUNTY OF WAGONER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 21 day of July, 1984, personally appeared James F. Crane TO ME KNOWN to be the identical person who subscribed the name to the maker thereof the foregoing instrument as the President of Baron Construction Company, An Oklahoma Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:

(seal)

8-1-87

/s/ Arlene Spriggs
Notary Public

1. Agreement made, effective as of January 16, 1998, by and between the following owners of Lots in Steeplechase, an Addition in Wagoner County, Oklahoma, according to the recorded plat thereof. The parties executing this Agreement and Modification of Restrictive Covenants of Steeplechase constitute and comprise at least a majority of the landowners of the parcels contained in the Steeplechase Addition.

2. The undersigned owners, comprising a majority of the lot owners of Steeplechase, hereby amend, modify and add the following Restrictive Covenants filed on the land records of Wagoner County, Oklahoma relative to Steeplechase, as follows, to-wit:

Article F (Amended Article) -- No fences shall be installed on the front portion of any lot in the Addition between the front lot line and the building set-back line, and no fence on any residential lot shall be more than six (6) feet in height.

Article M (new article) -- Mandatory Membership in Steeplechase Homeowners' Association, Inc. All of the lots or parcels contained in Steeplechase shall be subject to a mandatory membership in Steeplechase Homeowners' Association, Inc., an Oklahoma Corporation, and shall be bound by the Certificate of Incorporation and Bylaws of Steeplechase Homeowners' Association, Inc., including the payment of mandatory annual dues established by said Steeplechase Homeowners' Association, Inc. Additionally, the parties hereto grant to Steeplechase Homeowners' Association, Inc. the right to enforce any restrictive covenant currently in effect, or as modified herein, as it relates to Steeplechase Addition. Steeplechase Homeowners' Association, Inc. and/or any individual property owner may exercise any and all appropriate legal or equitable remedies against the real property of any person failing to pay the mandatory dues each year and can maintain a suit in the District Court of Wagoner County for the purpose of collection of those mandatory dues. The prevailing party in any such lawsuit shall be entitled to their costs of the action, including a reasonable attorney fee.