

section may be terminated or amended as set forth in Section III, Paragraph 3.3. Any such termination amendment or vacation shall not affect any rights of any public utility in any easement as set forth herein before, except as may be permitted pursuant to the provision of the Oklahoma statutes.

1. All the plots shall be known and designated as "residential building lots" and hereinafter designated as "lot". No lot shall be further subdivided.
2. Only new conventionally built homes shall be permitted. All houses shall have composition or wood shingle roofing or better. All exterior finishes shall be real or simulated wood siding, brick veneer, masonry, stucco, or a combination thereof. A minimum of 30% exterior masonry shall be required excluding porches, windows, doors and gable ends.
3. Minimum square footage of residences shall be 1,600 square feet, exclusive of porches or garages, and shall be constructed no closer than 50 feet from the road or 25 feet from the lot line. Any and all construction shall be completed within (9) nine months from starting date.
4. No business, trade, or commercial activity shall be carried on upon any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No structure of temporary character, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence or for commercial purposes, either temporary or permanent, and no structure previously used shall be moved onto any lot.
6. No trash, junk cars, or refuse, may be placed, thrown, or dumped on any lot. Each owner of a vacant lot shall keep said lot in presentable condition and any non-burnable refuse shall be hauled away for disposal.
7. All outbuildings shall be of new construction and neat in appearance.
8. Septic tanks shall conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. The residential building contractor or builder/owner shall notify the State Health Department that the septic system is ready for final inspection prior to the covering of any septic system. A septic tank system shall be no closer than 20 feet to any lot line and shall be constructed so as not to interfere with the proper drainage either on the owner's lot or any other lot.
9. Construction standards shall be the minimum contained in the National Building Code, National Electric Code, National Plumbing Code, Industrialized Housing Building Code, and/or in accordance with Veterans Administration, Federal National Mortgage Association, or Federal Housing Administration.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water, and other utility services by any person, firm, or corporation engaged in supplying such services to the public.
11. Vehicles and machinery in salvage condition or in a state of disrepair will be prohibited on any tract.
12. Buildings are prohibited on any and all easements and no improvements may be placed on drainage easement that may restrict natural drainage (chain link fences, driveways without drainage structures, etc.).
13. No mobile homes either of a temporary or permanent basis shall be allowed on any lot or tract.
14. No more than (1) one large animal per acre shall be raised, bred or kept on any lot or tract except for a total of (3) three household pets.
15. "Ham" radio transmitters and towers are not allowed. Satellite "dishes" may be erected in back yards only, out of sight from the street, the small 18" to 24" satellite dishes may be attached to the residence.
16. Wire fences shall not be allowed in front of residential yards on public road frontage.

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF

### PEPPER RIDGE

#### KNOW ALL MEN BY THESE PRESENTS:

Whereas, Red Fox Land Co. L.L.C., being sole owner of the following described real estate in Rogers County, Oklahoma, describe as follows to-wit:

PEPPER RIDGE, A subdivision located in the Southwest Quarter (SW/4), of Section 31, Township 22 North, Range 17 East, of the I.B. & M., Rogers County, Oklahoma, more particularly described as follows:

Commencing at the Southwest corner of said Section 31, thence N 89°33'44" E a distance of 660 feet; thence N 0°34'23" W a distance of 695.50 feet to the Point of Beginning; thence N 0°34'23" W a distance of 1942.32 feet; thence N 89°46'22" E a distance of 2013.71 feet; thence S 0°42'55" E a distance of 1970.44 feet; thence S 89°33'44" W a distance 1844.00 feet; thence N 31°35'55" W a distance of 144.53 feet; thence along a curve to the left having a radius of 295.00 feet and a central angle of 26°05'52" a distance of 134.37 feet to the Point of Beginning, containing 91.10 acres more or less.

And that the undersigned owner have caused the above described to be surveyed, staked, platted and have designated the same as PEPPER RIDGE, an addition to Rogers County, Oklahoma.

The owners and proprietors being desirous of establishing a uniform system of development of the said property and preserving the character thereof as residential, does hereby establish the following restrictions, conditions, and protective covenants, which shall be and are hereby made for the use and benefit of each and every person acquiring conveyance thereof, either directly or remotely from the said owner or any of their grantees, and they shall take the same subject to such restrictions, conditions, and protective covenants, and by accepting such title shall be deemed to assented thereto; and shall be entitled to all the benefits therefrom and to have assumed all the responsibilities therefore, to-wit:

#### DEDICATION

The owner hereby dedicates for public use all streets and utility easements shown on said plat and do hereby guarantee clear title to all the land so dedicated.

The undersigned owner further dedicates to the public use forever, easements and right-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm drainage, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipments 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 upon said easements and rights-of-way for the uses and purposes of aforesaid together with the similar rights of any and all of the streets and alleys shown on said plat.

The undersigned owners of PEPPER RIDGE, will install permanent property pins on all lots after installation of utility services, unless requested by the owner of a lot or lots before completion of utility services. The owner of each lot shall be responsible for the protection of the property pins after installation. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade of any construction activity which may interfere with the electrical facilities. Repairs of cost of relocation required by violation of this covenant shall be paid for by the owner of the lot.

Provided, however, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water lines, sewer lines, and gas lines together with the right of ingress and egress for the construction, maintenance, operation, laying and relaying both for the purposes of furnishing water and/or sewer and/or gas service to the area included in the plat and/or to any other area.

#### CONDITIONS AND RESTRICTIONS

These Covenants and Restrictions are to run with the land and shall be binding on the Undersigned, its Grantees, Successors and Assigns and on all Parties and all persons claiming under then for a period of (20) twenty years from the date this Certificate of Dedication is recorded after which time they shall be automatically extended for successive periods of (10) ten years each. The Covenants and Restrictions set forth in this