

# AMENDED GLEN EAGLES ADDITION

FORMERLY KNOW AS GLEN EAGLES ADDITION AND GLEN EAGLES TWO ADDITION,  
AN ADDITION TO THE W/2 OF THE SE/4 OF SECTION 19, T19N, R15E,  
WAGONER COUNTY, OKLAHOMA. TRACT CONTAINS 29.62 ACRES.

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## DEED OF DEDICATION AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AMENDED GLEN EAGLES ADDITION

### KNOW ALL MEN BY THESE PRESENTS:

That Glen Eagle, L.L.C., an Oklahoma limited liability company, hereinafter "Developer" or "Declarant", is the sole and only owner in fee simple title to the real estate and property situated in Wagoner County, State of Oklahoma, described as follows, to-wit:

A TRACT OF LAND BEING A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION 19, T19N, R15E OF THE I.B.&M., WAGONER COUNTY, OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID W/2 SE/4; THENCE N00°03'26"E ALONG THE WEST LINE OF THE SE/4 A DISTANCE OF 50 FEET; THENCE S89°49'42"E A DISTANCE OF 250 FEET; THENCE N00°03'26"E A DISTANCE OF 25.55 FEET; THENCE N06°43'45"E A DISTANCE OF 86.07 FEET; THENCE N00°03'26"E A DISTANCE OF 39.46 FEET; THENCE N89°56'34"W A DISTANCE OF 260 FEET; THENCE N00°03'26"E A DISTANCE OF 2447.26 FEET TO THE NORTHWEST CORNER OF THE SE/4; THENCE S89°51'55"E A DISTANCE OF 770 FEET; THENCE S00°03'26"W A DISTANCE OF 343.39 FEET; THENCE S27°42'10"W A DISTANCE OF 310.44 FEET; THENCE S13°04'36"W A DISTANCE OF 618.40 FEET; THENCE N89°56'34"W A DISTANCE OF 316.64 FEET; THENCE S00°03'26"W A DISTANCE OF 79.23 FEET TO A POINT OF CURVE HAVING A RADIUS OF 150 FEET, A DELTA ANGLE OF 27°29'11"; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 71.96 FEET TO A POINT OF A REVERSE CURVE HAVING A RADIUS OF 100 FEET, A DELTA ANGLE OF 54°58'22"; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT A DISTANCE OF 95.95 FEET TO A POINT OF A REVERSE CURVE HAVING A RADIUS OF 150 FEET, A DELTA ANGLE OF 27°29'11"; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 71.96 FEET; THENCE S89°56'34"E A DISTANCE OF 250 FEET; THENCE S00°03'26"W A DISTANCE OF 1,063.67 FEET; THENCE N89°49'42"W A DISTANCE OF 420 FEET TO THE POINT OF BEGINNING, TRACT CONTAINS 29.52 ACRES.

Hereinafter the "Property" according to the recorded Plat thereof, which was filed on \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, in the office of the County Clerk for Wagoner County, State of Oklahoma, hereinafter the "Plat".

Developer does hereby certify that Developer has caused the Property to be surveyed, staked and plotted into blocks, lots, streets and easements in conformity with the above recorded Plat, and Developer does hereby adopt the same as the Plat of the Property, and names and designates the Property as Glen Eagles a subdivision in Wagoner County, State of Oklahoma.

## **STREETS, EASEMENTS, AND UTILITIES**

### **A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**

Developer does hereby dedicate for public use all streets and avenues as shown and designated on the Plat of the Property, and Developer does further dedicate for public use the easements as shown and designated on said Plat for the several purposes of constructing, installing, maintaining, repairing, removing and replacing any and all public utilities, including but not limited to, drainage and storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities, including but not limited to, wires, poles, conduits, pipes, valves, meters, and such other necessary or convenient appurtenances thereto, with the right of ingress and egress, in and to said easements for the uses and purposes aforesaid; Provided, however, the Developer, its grantees, successors and assigns, hereby reserves the right to construct, install, maintain, operate, lay, and relay water lines, sewer lines, gas lines, drainage swales, together with the right of ingress and egress, over, across, under and through all such easement areas shown on said Plat, both for the purposes of furnishing water, gas, sewer and/or drainage services to the area included in said Plat, and to other areas not included within the Plat.

### **B. UNDERGROUND SERVICE**

1. Overhead lines for the supply of electric, telephone, and cable television service may be located along the North and West boundary of the subdivision if located within the public and/or utility easements herein established. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easements dedicated for general utility services and in the rights-of-way of the public streets, as depicted on the accompanying Plat. Service pedestals and transformers as sources of supply of secondary voltages, may also be located in easement-ways.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest 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 definitive, permanent, effective and exclusive right-of-way easement on the Lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, 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 otherwise 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 their lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The 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, SEWER AND GAS SERVICE**

1. Each supplier of water, sewer, or gas service through its agents and employees shall at all times have right of access to all easement-ways shown on said plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing a portion of the underground facilities installed by the supplier of service.
2. The owner of the lot shall be responsible for the protection of the underground facilities located on their lot, and shall prevent the alteration of grade or any construction activity, which would interfere with the facilities. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by the acts of the owner of the lot or his agents or contractors.

3. The restricted water line easement (RW/E) shown in the plat is hereby established for and restricted to the use of the Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4, its successors and assigns, for water line construction, operation and maintenance, however, other utilities are granted the use of this easement for crossing access to their facilities.

4. Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 or its successors will be responsible for ordinary maintenance of public water mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

5. Green Country Sewer Company or its successors will be responsible for ordinary maintenance of public sewer mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

6. Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 and Green Country Sewer Company or its successors, through its proper agents and employees, shall at all times have 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 their respective underground water facilities.

7. The owner of the 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; provided, however the Wagoner County Rural Water District No. 4 and Green Country Sewer Company shall use reasonable care in the performance of such activities.

8. The foregoing covenants set forth in this paragraph C shall be enforceable by the Wagoner County Rural Water, Sewer, Gas and Solid waste management District No. 4 and Green Country Sewer Company or its successors, and the owner of each lot agrees to be bound hereby.

#### D. SURFACE DRAINAGE

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 paragraph D shall be enforceable by any affected lot owner and by Wagoner County, Oklahoma.

#### 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 necessary maintenance of water, sewer, storm, sewer natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the supplier of the utility service shall use reasonable care in the performance of such activities.

#### F. RESERVE AREA "A"

The area designated on the accompanying plat as "Reserve Area A" is hereby established by grant of the owner as a perpetual easement for the common use and benefit of the various lots within the subdivision for the purpose of constructing and maintain storm water detention facilities. Ownership of said "Reserve Area A" shall be vested in the owners of the lots in shares proportional to their respective lot areas. Said detention facilities shall be maintained in accordance with the following minimum standards:

1. Banks and side slopes shall be maintained in a clean condition.
2. Grades and slopes of banks shall not be altered.

3. Grass areas shall be mowed as needed.
4. Concrete appurtenances shall be maintained in good condition.
5. The area within the easement shall be kept reasonable free of debris.
6. A fence shall be erected and maintained by the owners.

It shall be the duty of all lot owners of this subdivision to maintain said "Reserve Area A" and facilities at a cost which shall be proportional and based on an agreement which shall be entered into by and between said lot owners.

Developer, for the purpose of providing an orderly and uniform plan of development for the Property, and for ensuring adequate conditions, restrictions and protective covenants to preserve the character of the Property for the mutual benefit of Developer, and its grantees, successors and assigns, does hereby declare and establish the following conditions, restrictions, protective covenants and reservations of easements set forth hereinbelow, which are made for the use and benefit of each person accepting a conveyance thereof either directly from Developer or from any of Developer's grantees, successors and assigns, and such persons shall take the same subject to such conditions, restrictions and protective covenants, and by accepting such conveyance shall be deemed to have assented thereto and shall be entitled to all of the benefits and shall assume all of the responsibilities thereof. The conditions, restrictions and protective covenants set forth herein shall run with the land and shall be binding upon the Property and all Lot Owners claiming under them until ten (10) years from the recording date hereof and such conditions, restrictions and protective covenants shall be automatically extended and renewed for successive periods of ten (10) years each thereafter, unless prior thereto, the owners of two-thirds (2/3rds) of the Lots, by written declaration, signed and acknowledged by them and recorded in the office of the County Clerk for Wagoner County, Oklahoma, cause such conditions, restrictions and protective covenants, or any of them, to be altered, amended or terminated; Provided, the Developer reserves the right, in Developer's sole discretion and without joinder of any other Lot Owner, at any time prior to the Turnover Date as defined hereinbelow, to amend, revise or terminate any one or more of the said conditions, restrictions and protective covenants by written declaration, signed and acknowledged and recorded in the office of the County Clerk for Wagoner County, Oklahoma. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Developer by this Declaration may be assigned or transferred by Developer to any successor developer of all or any part of the Property, or to the Association or any architectural committee composed of the Lot Owners. Any such assignment or transfer shall be evidenced by an appropriate written instrument recorded in the office of the County Clerk of Wagoner County, Oklahoma, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Developer by this Declaration.

Developer does hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Easements set forth below. Each conveyance of a Lot or of any interest in a Lot by Developer, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

## COVENANTS, CONDITIONS AND RESTRICTIONS

### ARTICLE I DWELLING AND LOT IMPROVEMENTS

1.1 Dwellings: Unless waived by the Developer in writing the following standards shall apply to all dwellings in the Addition:

A. Dwelling Size: All single story dwellings shall have a minimum living space of at least 1,400 square feet. Dwellings in excess of a single story shall have a minimum living space of 800 square feet at the lower level and a total minimum living space of at least 1,500 square feet. Squarr footage shall be computed on measurements over frame of the living space, exclusive of open spaces, breezeways, porches, patios, and garages.

B. **Masonry:** All dwellings shall have at least thirty percent (30%) of the exterior walls thereof comprised of brick, stone or stucco, provided, however, that the area of all windows and doors located in the exterior walls shall be excluded from the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. In particular cases, the Developer reserves the right to permit other material brands in lieu of brick, stone or stucco.

C. **Garages.** All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by overhead garage doors. No glass, plastic or other transparent material shall be permitted for use in the overhead garage doors. Carports shall not be permitted. A detached garage shall not be permitted without the prior written approval of the Developer, or the Homeowner's Association after the Turnover Date as defined herein, and unless it is constructed in accordance with Paragraph 1.5 hereof.

D. **Patio Covers.** All patio covers shall be an integral part of the dwelling such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the dwelling.

E. **Driveways.** All driveways into a Lot from any street shall be constructed of concrete, shall not be less than fourteen (14) feet in width and shall extend to and terminate at the interior edge of the street.

F. **Mailboxes.** As long as mail service in Glen Eagles Addition is curbside, mailboxes including pedestals shall conform to the design specifications of the Developer. The mailbox shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 feet from the "Inside Edge" of the driveway. "Inside Edge" shall mean the edge of the driveway, which borders the largest continuous lot area. The top of the mailbox shall be 44.5 inches from street level.

G. **Roof Pitch:** The roof of the dwelling shall have a pitch of at least seven-twelfths (7/12ths).

H. **Roof Materials:** Roofing shall be Heritage II self-sealing composition roofing shingles.

I. **Retaining Walls:** Only concrete or railroad tie retaining walls may be built in the Addition. Plans for all retaining walls must be submitted along with plans for the dwelling to the Developer prior to construction. In particular cases, the Developer may require the construction of a retaining wall built to the Developer's specifications.

1.2 **Approval Of Plans:** For the purpose of further insuring the development of the Addition as an area of high standards, the Developer reserves the power to control the buildings, structures and other improvements constructed or placed on each Lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, addition or alteration, shall have been submitted to and approved in writing by Developer or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". Developer shall consider applications for a waiver herein authorized or for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall, be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors, the nature and character of the proposed building or structure; the quality of workmanship; the nature and durability of materials; the availability of alternative materials; the site upon which it is proposed to be constructed; harmony of external design with existing Structure; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety, the effect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

The Developer shall not be liable for any approval, disapproval or failure to approve hereunder, and its for building methods, materials, approval of building plans shall not constitute a warranty or response procedures, structural design, grading or drainage or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Developer is herein authorized to grant the waiver.

No residence, accessory structure, fence or wall shall be constructed, placed or altered on any Lot in the Addition until the plans and specifications thereof have been approved in writing by the Developer. The required plans and specifications shall be submitted to the Developer in duplicate prior to the commencement of construction for any improvements on any Lot and shall have the following attached exhibits:

- A. Site plan showing the location and orientation of all improvements;
- B. Full working drawings with floor plan and all elevations;
- C. Drainage Plan (included on Site Plan);
- D. Specifications identifying all exterior materials to be used. Submission of the color scheme for all exterior materials may be deferred until at least ten (10) days prior to application of said materials.

**1.3 Set-back Lines, Fronting and Access Limitation:** 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 subsequently modified by the Wagoner County Metropolitan Area Planning Commission. 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: 7 feet  
Back yard: 20 feet

Each dwelling shall front on interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines if differing building setback lines have been established on the lot.

**1.4 Fences:** Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence. Provided however, on corner lots fencing may extend to within 24.5 feet from the curb of the street forming the side yard boundary of the lot (12.5 feet from the street right-of-way). No fence on any Lot shall exceed six (6) feet in height. Privacy enclosures of open patios, swimming pools or garden courts, where approved in writing by Developer, may exceed six (6) feet in height. All fences must be of wood and a wood top rail shall be installed. Barbed wire, meshed, chain link fences and other metal fencing are prohibited. No fences shall be constructed on overland drainage easements.

**1.5 Outbuilding:** All tool sheds, hobby rooms, detached garages or other outbuildings shall not exceed 80 square feet in floor area and shall be constructed of materials which are the same as or better than the exterior trim of the dwelling on the lot. Metal exteriors are prohibited. All such outbuildings shall be shingled with the same color shingles as the dwelling. No outbuildings of any kind shall be constructed without the prior written approval of the Developer.

**1.6 Antennas:** Exterior Antennas or other devices (including supporting structures) for the transmission or reception of radio, television, satellite signals or other forms of electromagnetic radiation are prohibited. Provided, however, within each lot one satellite dish not exceed 2 feet in diameter and not visible from any public street shall be permitted.

**1.7 Planters:** To protect views and maintain the character of the Addition, no planter or hedge shall be more than six feet (6) high.

1.8 Easements: No Structure, planting or other material shall be placed or permitted to remain on or within the easements or within any utility or similar easements shown on the Plat of the Property, which such Structure, planting or other material 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 channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner or occupant of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other Language which purports to convey Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Developer to thereby convey or release the easements.

Developer further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual corporate body or municipality; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Developer may deem necessary for the improvement of the Property, in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in this Declaration or as shown on the Plat of the Addition. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Developer.

## ARTICLE II LOT USE AND RESTRICTION

2.1 The Lots and premises in the Addition are conveyed and shall be used and occupied only for residential single family purposes. No Lot shall be used for any business, commercial or manufacturing purposes. No Lot may be subdivided to accommodate two or more separate owners or dwellings. No dwelling or other structure which exceeds two (2) stories in height shall be placed, altered, constructed or permitted to remain on any Lot. No prefabricated or manufactured dwelling of any kind or any residence constructed off site may be moved onto any lot. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No mobile home shall be moved into or be present in the Addition. Notwithstanding the aforementioned, this restriction does not apply to the Developer prior to the Turnover Date as defined herein.

2.2 Noises/Nuisance: No obnoxious, offensive or illegal activity of any sort shall be permitted, nor shall anything be done on any Lot, which may be or may become an annoyance or nuisance to the Addition. Activities expressly prohibited are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.3 Animals. No animals, livestock, or poultry of any kind shall be kept on any Lot except for a total of three (3) household pets and the suckling young of said animals; provided that no more than two (2) adult dogs shall be maintained on any Lot. Animals shall not be kept, bred or maintained for commercial purposes and shall not be permitted on any Lot which does not contain a dwelling being used as a residence. All animals must be kept in a fenced yard or on a leash. Animal shelters shall be screened from view from any street unless in conformity to the requirement for the construction of outbuildings herein. Animals shall not be permitted to roam in the Addition, and at the option of the Developer or the Association, lawful measures may be taken to control any animals not under the immediate control of their owners, including but not limited to the right to impound such animals and to charge reasonable fees for their return.

**2.4 Maintenance.** All Lots and the Structures thereon shall be kept and maintained at all times by the Lot Owner or occupant in good order and in a neat, attractive, healthful and sanitary condition. The Lot Owner or occupant of each Lot shall seed and mow the lawns thereon, and shall keep the shrubbery trimmed and the painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any portion of a Lot, which could block the view of operators of motor vehicles so as to create a traffic hazard. In no event shall any Lot be used for storage of material or equipment, except for normal residential requirements or incident to construction of improvements thereon, nor shall any Lot Owner or occupant permit accumulation of garbage, debris, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring Lots, streets, or other property. The Developer reserves the right to enter upon any Lot for the purpose of maintenance if a Lot is not being kept and maintained in a manner acceptable to the Developer. The cost of such maintenance shall become a lien upon the Lot and governed by the provisions of paragraph 3.3 hereof.

**2.5 Wind Generators, Solar Collectors.** No wind generators or solar collectors shall be installed on any Lot without the prior written approval of the Developer or Association.

**2.6 Swimming Pools.** Swimming pool drains shall be piped into the sanitary sewer or the street gutter either in front of or nearest to the Lot. All pool service equipment shall be kept and stored from view behind a privacy fence and located in either (a) a side yard between the front and rear boundaries of the dwelling; or (b) in the back yard adjacent to the dwelling; and shall not be visible from any residential street or other Lot. No temporary pool covering shall extend higher than four feet above the water level of the pool. Above ground pools shall not be permitted without the prior written approval of the Developer.

**2.7 Clothes Lines.** No permanent exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot, or on any structure thereon, and the drying of clothes in public view is prohibited.

**2.8 Aircraft.** No helicopters, hovercraft, or other aircraft of any kind shall be landed, stored, parked or otherwise allowed within the Addition.

**2.9 Air Conditioning Requirements.** No window or wall-type or rooftop air conditioning units shall be permitted. All dwellings shall be equipped with one or more central heating and air conditioning units, which shall be installed and maintained in accordance with good building practices.

**2.10 Storage.** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted on any Lot. Building materials may be stored for a period of thirty (30) days prior to the start of construction of any improvements on a Lot. The construction of dwellings and other improvements in the Addition shall be completed within twelve (12) months after the pouring of the footings.

**2.11 Vehicles, Boats, Motorcycles.** Vehicles, boats, motorcycles, motor bikes, camper trailers, motor homes, RVs or trailers of any kind, whether or not operable (collectively called "Vehicles"), shall not be kept, parked, maintained or stored in the yard portion of any Lot, and shall not otherwise be kept, parked, maintained or stored on any Lot or street in the Addition for more than forty-eight (48) hours during any seventy-two (72) hour period, except within an enclosed garage. No commercial vehicles larger than a standard size pickup truck or SUV shall be parked at any time on a street or driveway by a Lot Owner or occupant, nor by any other person for a period longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

**2.12 Signs.** No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Developer, except one sign of not more than five (5) square feet advertising the sale of a Lot or rental of a dwelling, or campaigning for a particular result in any political elections or issue, or advertising a garage sale by a Lot Owner or Occupant, or advertising the sale of a Lot or dwelling during the construction and sales period by the Developer or a builder.

**2.13 Wastes.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material shall be kept in a clean, neat and orderly manner. The Lots and all easements shall be kept clean, neat and mowed to the street. All waste containers must be removed from the curbside and screened or maintained from public view from any street within twelve (12) hours after refuse collection services empty the containers.



2.14 Compliance with Code. All Lots in the Addition are subject to the uses, restrictions, rules, requirements and jurisdiction of the Wagoner Metropolitan Area Planning Commission, Wagoner County, Oklahoma, and any other local, state or federal agency or authority having jurisdiction thereof.

2.15 Perimeter Fencing. The Developer herein reserves an exclusive perpetual easement (which may be subsequently assigned and conveyed to the Homeowner's Association to be formed pursuant to Article III) to erect and maintain fencing, walls, and landscaping along the boundaries of the subdivision adjacent to East 41st Street South.

### ARTICLE III HOMEOWNERS ASSOCIATION

3.1 Homeowner's Association. A homeowner's association, known as "Glen Eagles Homeowner's Association", an unincorporated association, has been established pursuant to Title 60 O.S.A. § 851, et seq., to maintain the entryway and the common or reserve areas in the Addition and for such other purposes as shall be deemed advisable, necessary or convenient. All lawful acts of the Glen Eagles Homeowner's Association (the "Association"), shall be binding upon all Lots in the Addition and the Lot Owners and occupants. Membership in the Association shall consist of the Lot Owners in the Addition and the owners of such additional property designated by the Developer.

3.2 Assessment. Annual assessments of \$60.00 shall be made on a per Lot basis, and the assessments may be increased five percent (5%) per year by the Board of Directors of the Association, and up to ten percent (10%) per year upon the affirmative vote of two-thirds (2/3rds) of the Lot Owners in the Addition. Special assessments, as needed, may be made upon the affirmative vote of two-thirds (2/3rds) of the Lot Owners in the Addition for such assessments. These assessments shall be a lien upon the Lot assessed as provided in the Declaration of Homeowners Association filed in the office of the County Clerk of Wagoner County, Oklahoma. Any such lien may be foreclosed by the Association and the Lot Owner shall be responsible for all costs and attorneys fees incurred by the Association in connection with such action. Any Lot owned by the Developer or a builder holding such Lot(s) for resale, and actually sold within twelve (12) months from the date of commencement of such ownership, shall not be subject to the annual assessment.

### ARTICLE IV DEVELOPER'S RESERVED RIGHTS

4.1 In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Declaration or the Declaration of Homeowners Association document, Developer shall have the rights and powers set forth in this article. Anything in this Declaration or the Declaration of Homeowners Association document to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided herein, the provisions of this article shall terminate and be of no further force and effect from and after such times as Developer is no longer vested with or controls title to any part of the Property. The Developer shall not be restricted from using such rights-of-way or easements as evidenced in the attached Plat in any manner the Developer deems necessary.

4.2 Glen Eagle. In connection with the promotion, sale or rental of any dwelling or other improvements upon the Property: (a) Developer shall have the right and power, in its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things, in, on, or to the Property, as Developer may determine to be necessary or convenient, including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and (b) Developer and its guests, agents, prospective purchasers and/or tenants, shall have the right of ingress, egress and parking, in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

4.3 Construction on the Property. Developer is hereby granted the right and power to make such improvements to the Property as Developer deems to be appropriate, necessary or convenient. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish, and subject to such limitations and conditions as Developer may impose and require. Developer, its agents and contractors shall have the right of ingress, egress and parking on the Property and the right to store construction equipment and materials on the Property without the payment of any fee or charge whatsoever.

**4.4 Developer Control of Homeowners Association.** The Board of Directors of the Association shall consist of such persons designated by Developer according to the provisions of the Declaration of Homeowners Association. Developer's rights under this section to designate the members of the Board of the Association shall terminate upon the occurrence of the first of the following events: (a) the Developer no longer holds or controls title to any part of the Property, (b) the Developer gives written notice to the Association of Developer's election to terminate its right to select the Board, or (c) the expiration of ten (10) years from the date of recording hereof (the "Turnover Date"). From and after the Turnover Date, the Board of Directors of the Association shall be constituted and elected as provided in the Bylaws of the Association. Prior to the Turnover Date, Glen Eagle, L.L.C. shall be the sole voting member of the Association, with all voting rights of the Lot Owners vested exclusively in Glen Eagle, L.L.C., and the Lot Owners shall have no voting rights until the Turnover Date.

**4.5 Other Rights.** Developer shall have the right and power to execute all documents and do all such other lawful acts and things affecting the Property which Developer determines are necessary or desirable in connection with the rights of Developer under this Declaration. The real property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Developer, the owner of the additional land described in the supplement, and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any real property other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this paragraph. All of the rights granted and reserved to Developer in this Declaration shall be assigned, transferred and fully vested in the Homeowners Association or any of its organized committees after the Turnover Date.

#### **ARTICLE V PRUDENTIAL CONSIDERATIONS**

**5.1 Enforcement.** Enforcement to restrain any act or to enforce any provision hereof or to recover damages for violation of the covenants, conditions and restrictions established hereby may be brought by the Developer, the Association, a Lot Owner or any other person having an interest therein, whether acting jointly or severally. The Developer and the Association shall have the right but not the obligation, to enforce any covenant, condition or restriction through legal proceedings or otherwise.

**5.2 Remedies.** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions set forth herein, the Developer, the Association, a Lot Owner, or any other person owning an interest in any Lot in the Addition, shall have standing to prosecute any proceeding at law or in equity against the person violating the same to prevent such violation or to recover damages for such violation. In any action brought to enforce any provision hereof the prevailing party, whether the Developer, the Association, a Lot Owner, or any other person having an interest therein, shall be entitled to an award of attorneys fees to be taxed as costs, which shall become a lien upon the Lot and other property of the Lot Owner or occupant so violating any such covenant, condition or restriction imposed hereby.

**5.3 Assessments for Violation of Covenants, Conditions and Restrictions.** If any Lot Owner or occupant shall violate any covenant, condition or restriction herein, the Board of Directors of the Association, acting through its appointed agent or agents, or the Developer, shall have the right to enter upon said Lot and remedy the violation. The cost for curing the violation shall thereupon be assessed against the Lot Owner and shall be a lien upon the Lot and property of such Lot Owner, which lien may be foreclosed as provided by law.

**5.4 No Waiver.** The granting of an exception or waiver to any portion of these covenants, conditions and restrictions, or the failure or refusal of the Developer or the Association to enforce any given covenant, restriction or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy hereunder, nor a modification of these protective covenants, restrictions and conditions.

**5.5 Waiver of Right of Recovery.** Each Lot Owner shall be responsible for the risk of injury and physical loss or damages of any kind to personal property, whether the property of the Lot Owner or the Lot Owner's invitee, and shall also be responsible for obtaining adequate insurance coverage for and against such risk, loss and damages, including, but not limited to, any personal property stored or located on the Property and with respect to the Lot Owner's dwelling and premises. The Association and each Lot Owner hereby waive, release and relinquish any and all claim which they may have at any time against any Lot Owner, the Association, its directors and officers, the Developer, its successors and assigns, a managing agent, if any, and their respective employees and agents, for damages to any Lot, dwelling, other improvement, or any personal property located on the Lots, or in the dwellings or other improvements, caused by fire or other casualty, to the extent that such damage is insurable by a fire policy or other forms of casualty insurance, and to the extent possible, do hereby waive, release and relinquish any and all rights of subrogation against any Lot Owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents.

**5.6 Severability.** Invalidity of any one or a portion of any one or more of these covenants, restrictions or conditions shall not affect the validity of any other provisions hereof which shall remain in full force and effect.

**5.7 Disclaimer of Warranty.** Except as may be expressly provided in writing by separate instrument, the Developer makes no warranties, express or implied, regarding the Addition or any implement in the Addition, the condition of the common or reserve areas in the Addition, the sufficiency of utilities, the workmanship, design or materials used in every implement, including without limitation, the common or reserve areas, and including without limitation, any expressed or implied warranty of merchantability or marketability, liability, fitness or suitability for any particular purpose or use, or any warranty of quality.

**5.8 Binding Effect: Amendments.** These covenants, conditions and restrictions run with the land and are binding upon and inure to the benefit of all parties and all persons claiming by, through and under them provided, however, the Developer reserves the right to grant variances therefrom in particular cases, and further provided that they may be amended as follows:

**A. Special Amendment:** Developer shall have the right, by written instrument duly executed, acknowledged and recorded in the office of the County Clerk of Wagoner County, Oklahoma, which need only be signed by Developer and the holder of any mortgage or similar lien on the portion of the Property then owned by Developer, to modify the provisions of this Declaration at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable local, state or federal governmental statutes, rule, regulations or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (iv) to correct errors and make clarifications or additions in this Declaration; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Developer believes, in Developer's sole reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each Lot Owner. The consent to such modification by any Lot Owner or of the holder of any mortgage or lien on such Lot Owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by Developer. Each deed, mortgage, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power reserved and granted to Developer to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at the Turnover Date.

**B. In General.** After the Turnover Date, this Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the total votes or by an instrument executed by one or more Lot Owner of at least two-thirds (2/3rds) of the Lots; except that (i) the provisions of this paragraph 5.8 may be amended only by an instrument executed by all of the Lot Owners; and (ii) any provision relating to the rights of Developer may be amended only with the written consent of Developer. No amendment shall be effective until the same is properly recorded in the office of the County Clerk of Wagoner County, Oklahoma. "Lot Owners" shall not be deemed to include mortgagees or other person(s) holding liens on any Lot, and such mortgages and other lien holders shall not be required to join in any amendment to this Declaration.

ARTICLE VI  
COMMON OR RESERVE AREAS

6.1 Usage. The Reserve Areas as shown on the Plat of Amended Glen Eagles Addition are designed primarily for the use of Amended Glen Eagles Addition Lot Owners and occupants and their guests. The areas also function as storm water detention facilities to be maintained by the Association. The covenants, conditions and restrictions for Amended Glen Eagles Addition shall not apply to the Reserve Areas unless (a) one or more of the Reserve Areas is actually conveyed, sold and transferred to the Association, and (b) the instrument by which one or more of the Reserve Areas is conveyed to the Association specifically reflects that the Reserve Area so conveyed is subject to the covenants, conditions and restrictions for Amended Glen Eagles Addition.

6.2 In the event the drainage structures or embankments in the Reserve Areas should fail, deteriorate or become damaged, it shall be the responsibility of the Association to repair or remedy such deficiencies. If the drainage structures and embankments are not properly maintained by the Association, or any governmental authority shall have the right to perform the necessary repairs and/or maintenance and to assess the Association for the cost of such repairs and/or maintenance, including labor and materials used and expended in such repairs and/or maintenance.

In Witness Whereof, the undersigned, being the sole owners of the Property named and designated as Amended Glen Eagles Addition, a subdivision in Wagoner County, Oklahoma, according to the recorded Plat thereof do hereby establish and approve the foregoing Deed of Dedication and Amended Covenants, Restrictions and Conditions this 30<sup>th</sup> day of August, 2002.

Glen Eagle, L.L.C., an Oklahoma Limited Liability Company

By: Terry Dorsey  
Manager

STATE OF OKLAHOMA }  
COUNTY OF Tulsa } ss.

This instrument was acknowledged before me on the 30<sup>th</sup> day of August, 2002, by Terry Dorsey, Manager of Glen Eagle, L.L.C., an Oklahoma Limited Liability Company.

April 26, 2003  
My commission expires

Angela A. Good Voice  
Notary Public # 99007070



SURVEYORS CERTIFICATE

I, Jack L. Spradling, do hereby certify on this 30th day of August 2002, that I am a Professional Registered Land Surveyor in the State of Oklahoma, and that the Plat of Amended Glen Eagles Addition, a subdivision in Wagoner County, Oklahoma, represents a survey made under my supervision and to the best of my knowledge all monuments shown thereon actually exist; and the positions are correctly shown.

Date: Aug 30 2002

Jack L. Spradling  
Registered Land Surveyor  
Oklahoma No. 481



STATE OF OKLAHOMA )  
 )ss.  
COUNTY OF TULSA )

This instrument was acknowledged before me on the 30<sup>th</sup> day of August, 2002, by Jack L. Spredling, Registered Professional Land Surveyor.

April 26, 2003  
My commission expires

Angela A. Good Voice / Angela A. Good Voice  
Notary Public # 99007070



**ACCEPTANCE OF PLAT**

BE IT RESOLVED by the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma, that the accompanying Plat is accepted. Adopted by the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma.

Date: September 4, 2002  
Approved By  
Wagoner Metropolitan  
Area Planning Commission

Brona Spertson  
Wagoner Metropolitan Area  
Planning Commission

SEAL \_\_\_\_\_

**WAGONER COUNTY COMMISSION**

BE IT RESOLVED by the Wagoner County Board of County Commissioners, Wagoner County, State of Oklahoma, that the accompanying Plat is approved.

Approved by the Wagoner County Board of Commissioners, Wagoner County, State of Oklahoma.  
Date: 9-4-02

Mike Coplin  
Chairman, Wagoner County  
Board of County Commissioners

**CERTIFICATE OF COUNTY TREASURER**

The undersigned County Treasurer for Wagoner County, Oklahoma, does hereby certify that I have examined the records pertaining to ad valorem taxes on the Property set forth and described on the Plat of Amended Glen Eagles Addition, and find that all ad valorem taxes for the property have been paid for all prior years, and a deposit for 2002 ad valorem taxes has been made.

DATE: September 4, 2002

Mary Sue Ladd  
Wagoner County Treasurer

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

I certify I have reviewed the Application and Plan for a Plat of a residential development which is on file at the Wagoner Office of the Department of Environmental Quality, and hereby approve this Plat for the use of a public water system and a public sewage system.

Date: 9-4-2002

Chad Kelly  
Environmental Program Specialist  
Oklahoma Department of Environmental  
Quality



RATIFICATION OF THE PLAT AND DEED OF DEDICATION  
AND RESTRICTIVE COVENANTS OF  
AMENDED GLEN EAGLES ADDITION, A SUBDIVISION IN  
WAGONER, OKLAHOMA AND  
SUBORDINATION OF MORTGAGE

WHEREAS, Gold Bank ("the Bank") is the holder of a Mortgage dated March 22, 2002 in Book 1204 at Page 185 of the records of the Wagoner County Clerk (the "Mortgage"). The Mortgage covers the following described real property located in Wagoner County, Oklahoma (the "Property") shown on Exhibit A attached hereto and made a part thereof.

WHEREAS, on September 4, 2002, Glen Eagle, L.L.C., ("Glen Eagle"), ratified by Gleneagles Corporation, each being then the owners of the Property, filed in the office of the Wagoner County Clerk a Plat and Deed of Dedication and Restrictive Covenants of Amended Glen Eagles Addition (hereinafter collectively referred to as the "Plat"). The Plat was recorded in Book PLC4 at Page 411 of the records of the Wagoner County Clerk.

WHEREAS, the Bank desires to wholly adopt, ratify and confirm the Plat.

NOW, THEREFORE, the Bank does hereby wholly adopt, ratify and confirm that certain Plat and Deed of Dedication and Restrictive Covenants of Amended Glen Eagles Addition filed of record September 4, 2002 in Book PLC4 at Page 411, records of the Tulsa County Clerk and subordinates its Mortgage to the streets, alleys and easements of the subdivision.

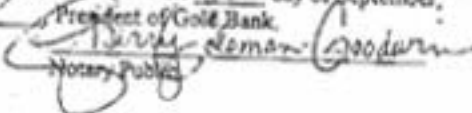
IN WITNESS WHEREOF, the Bank has executed this Ratification of the Plat and Deed of Dedication and Restrictive Covenants of Amended Glen Eagles Addition and Subordination on the 19 day of September, 2002.

Gold Bank  
By 



STATE OF OKLAHOMA )  
COUNTY OF Tulsa )

ss.

This instrument was acknowledged before me on the 19 day of September, 2002, by Scott Janzen, SVP President of Gold Bank.  
  
Notary Public

My Commission Expires:

09/31/05  
(SEAL)



471 014798

FILE DATE: 09/20/2002 FILE TIME: 08:33  
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK

BOOK: 1239 PAGE: 186  
RECE#: 200213843

EXHIBIT "A"

Amended Glen Eagles Addition more particularly described as:

A tract of land being a part of the West Half of the Southeast Quarter (W/2 SE/4) of Section 19, T19N, R15E of the I.B.&M., Wagoner County, Oklahoma, being more particularly described by metes and bounds as follows: Beginning at the Southwest corner of said W/2 SE/4; thence N00°03'26"E along the West line of the SE/4 a distance of 50 feet; thence S89°49'42"E a distance of 250 feet; thence N00°03'26"E a distance of 25.55 feet; thence N06°43'45"E a distance of 86.07 feet; thence N 00°03'26" E a distance of 39.46 feet; thence N89°56'34"W a distance of 260 feet; thence N00°03'26"E a distance of 2447.26 feet to the Northwest corner of the SE/4; thence S89°51'55"E a distance of 770 feet; thence S00°03'26"W a distance of 343.39 feet; thence S27°42'10"W a distance of 310.44 feet; thence S13°04'36"W a distance of 618.40 feet; thence N89°56'34"W a distance of 316.64 feet; thence S00°03'26"W a distance of 79.23 feet to a point of curve having a radius of 150 feet, a delta angle of 27°29'11"; thence Southwesterly along said curve to the right a distance of 71.96 feet to a point of reverse curve having a radius of 100 feet, a delta angle of 54°58'22"; thence Southwesterly along said curve to the left a distance of 95.95 feet to a point of a reverse curve having a radius of 150 feet, a delta angle of 27°29'11"; thence Southeasterly along said curve to the right a distance of 71.96 feet; thence S89°56'34"E a distance of 250 feet; thence S00°03'26"W a distance of 1,063.67 feet; thence N89°49'42"W a distance of 420 feet to the point of beginning, tract contains 29.52 acres.





SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, GLENEAGLES CORPORATION, Corporation, an Oklahoma the owner(s) of the legal and equitable title to the following real estate, for and in consideration of the sum of one Dollar (\$1.00) cash in hand paid by the Green Country Sewer Company of Tulsa, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do/does hereby grant and convey unto the said Green Country Sewer Company, of Tulsa, Oklahoma, a perpetual easement, through, over, under, and across the following described property:

THE WEST 15 FEET OF THE EAST 65 FEET OF THE NE/4 SE/4, SECTION 19,  
TOWNSHIP 19 NORTH, RANGE 15 EAST, INDIAN BASE AND MERIDIAN, WAGONER  
COUNTY, OKLAHOMA

AND

THE NORTH 15 FEET OF THE EAST 65 FEET OF THE SE/4 SE/4, SECTION 19,  
TOWNSHIP 19 NORTH, RANGE 15 EAST, INDIAN BASE AND MERIDIAN, WAGONER  
COUNTY, OKLAHOMA

for the purpose of permitting the Green Country Sewer Company to construct a sanitary sewer, including manholes and other appurtenances, thereon through, over, under, and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same and of affording the Green Country Sewer Company its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sanitary sewer and for the further purpose of enabling the Green Country Sewer Company to do any and all convenient things incident to such construction, operation, repairing, and maintaining of such sanitary sewer.

TO HAVE AND TO HOLD such easement and right-of-way unto the Green Country Sewer Company, its successors or assigns, forever.

Dated this 16 day of October, A.D., 2002

ATTEST: (SEAL)



GLENEAGLES CORPORATION

BY: [Signature]  
D.W. KANG, PRESIDENT

STATE OF OKLAHOMA }  
                                  } SS  
COUNTY OF TULSA }

On this 16 day of October, 2002, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared D.W. KANG, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its PRESIDENT, and acknowledged to me that HE executed the same as HIS free and voluntary act and deed, and 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 the day and year last above written.

My commission expires:

[Signature]  
Notary Public

July 25, 2003 No. 99011091



FILE DATE: 10/22/2002 FILE TIME: 11:02  
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK

BOOK: 1247 PAGE: 292  
RECE#: 200215669 \*\*

VACATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS:

In accordance with 11 O.S. §42-106, the undersigned, more than 60% of the owners of Glen Eagles Addition and Glen Eagles Two Addition, hereby vacate the plat of Glen Eagles Addition and of Glen Eagles Two Addition and hereby adopt, ratify and affirm the Amended Glen Eagles Addition plat filed of record September 4, 2002 in Book PLC4 at Page 411, records of Wagoner County, Oklahoma, which is a replat of the vacated Glen Eagles Addition and Glen Eagles Two Addition.



GLENEAGLE, L.L.C.

By: [Signature]  
Manager

VERDIGRIS LAND CO., L.L.C.

By: [Signature]  
Manager

STATE OF OKLAHOMA )

COUNTY OF Tulsa )

ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15<sup>th</sup> day of October, 2002, personally appeared Terry D. Dancy to me known to be the identical person who executed the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My Commission Expires:  
04/16/05  
(SEAL)



FILE DATE: 10/22/2002 FILE TIME: 11:02  
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK

BOOK: 1247 PAGE: 293  
RECEIVED: 200215669

STATE OF OKLAHOMA )  
COUNTY OF Tulsa ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 18<sup>th</sup> day of October, 2002, personally appeared Jerry D. Fields to me known to be the identical person who executed the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

Edna M. DeLoore  
Notary Public

My Commission Expires:  
04/16/05  
(SEAL)





*519719NR15C*  
**STORM SEWER EASEMENT  
CORPORATE or PARTNERSHIP**



KNOW ALL MEN BY THESE PRESENTS:

That the owner, Dorsey, Inc., an Oklahoma Corporation, by Terry Dorsey, its President, of Rogers County, State of Oklahoma, hereinafter referred to as "Grantor," and of the legal and equitable title to the following described real estate, for and in consideration of one dollar (\$1.00) and other value received, the receipt of which is hereby acknowledged, do(es) hereby grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, "Grantee" and its successors and assigns, a perpetual easement under and upon the following described property situated in Wagoner County, State of Oklahoma:

See Exhibits A & B

for the purposes of permitting the construction of storm sewers under said property together with all necessary and convenient appurtenances thereto; and to use and maintain the same and affording the City of Broken Arrow, its officers, agents, employees and all persons under contract with it, the right to enter upon said premises for the purposes of surveying, excavating for, operating and maintaining and replacing such utility, and for terminating such use.

The easement granted herein shall not be impaired or otherwise affected by any division of ownership of the adjacent land or by sale of all or any part thereof.

Grantor retains, reserves and shall continue to enjoy the use of the surface of the premises except as may be necessary for the purposes granted to grantee. Grantor acknowledges that the easement granted to the City of Broken Arrow is superior to the Grantor's interest in the use of the surface, or to buildings or structures thereof, which arise due to the design, construction, maintenance, operation, repair, or removal of a storm sewer in the easement; Grantor for himself and his assigns, hereby expressly agrees to indemnify and hold the entity harmless for any loss, including costs and attorney fees, which hereafter arises from such design, construction, maintenance, operation, repair or removal of said storm sewer.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 11<sup>th</sup> day of May, 2005.

DORSEY, INC.

By: *Terry Dorsey*  
Terry Dorsey, President

State of Oklahoma )  
County of Rogers ) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 11<sup>th</sup> day of May, 2005, personally appeared Terry Dorsey for Dorsey, Inc., an Oklahoma Corporation, to me known to be the identical person who executed the within and foregoing instrument as its president and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last



*Paula J. Greever*  
Notary Public

Approved as to Form:  
*Blaine Davis*  
Asst. City Attorney

Approved as to Substance:  
*James M. Twomey*  
City Manager

Engineer: *WPA* checked: 6/15/05  
Project: Amended Glen Eagles DRAINAGE



WAGONER COUNTY, OKLAHOMA  
CAROLYN H. KUSLER, COUNTY CLERK

10/12/2005 #2005-16064  
09:38:22AM B-1529 P-692

*City of Broken Arrow  
Office of the City Clerk  
P.O. Box 610  
Broken Arrow, Oklahoma  
74013-0610*

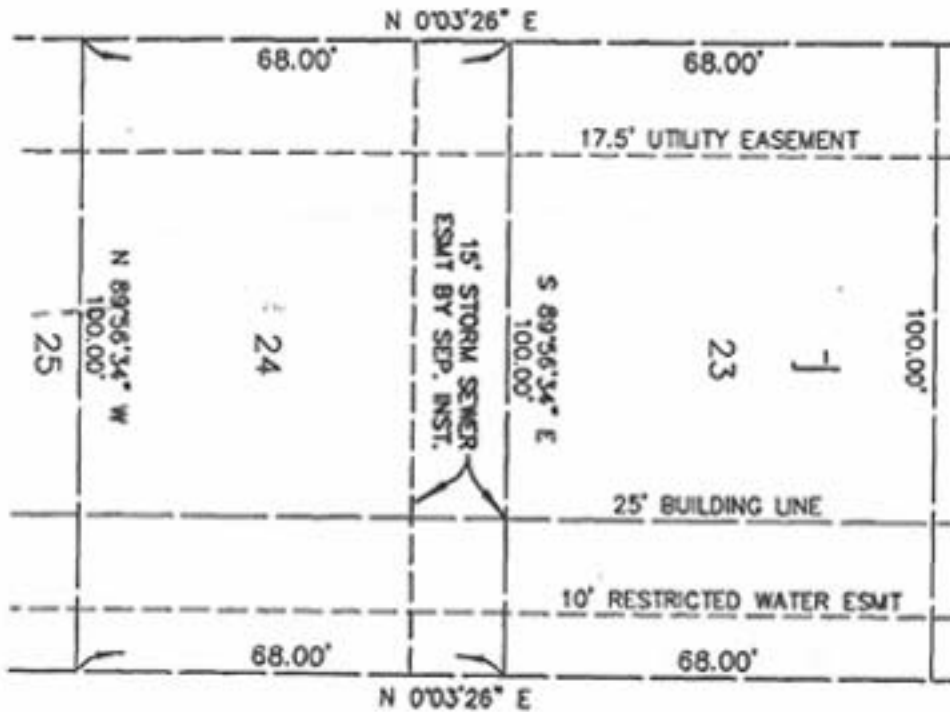
*3*

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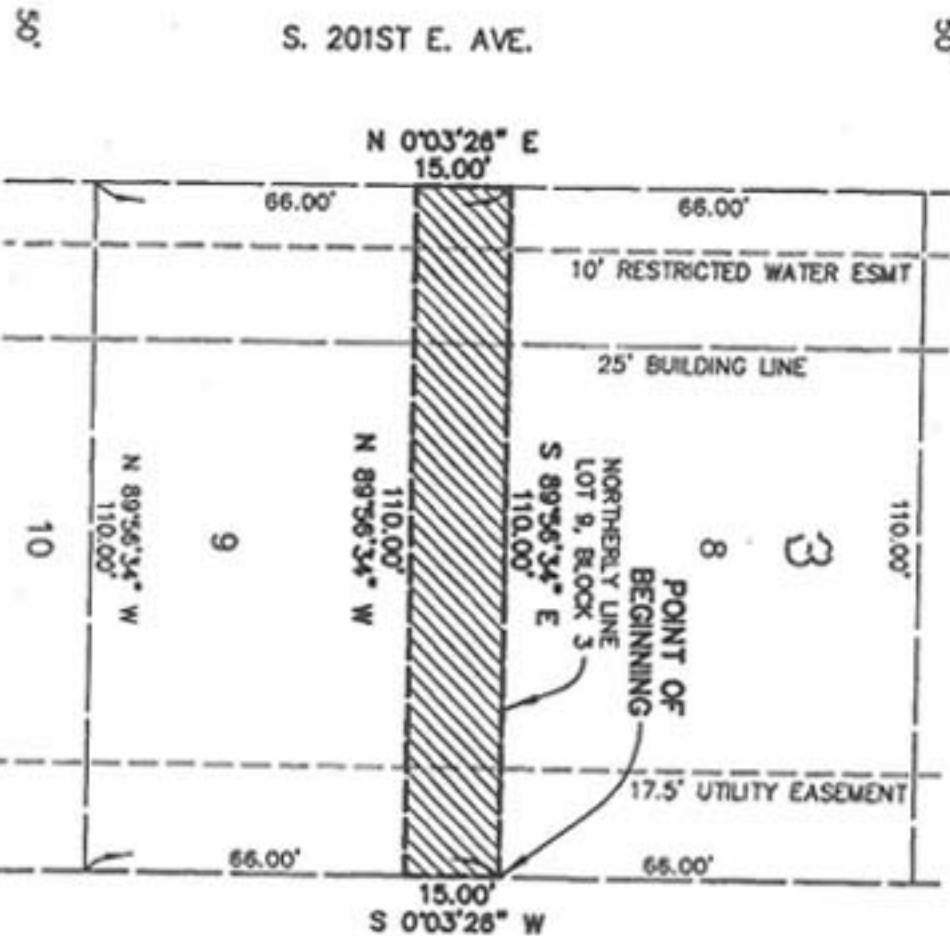


N.T.S.

RESERVE AREA A



**Exhibit "B"**  
 Lot 9, Block 3  
 Amended Glen Eagles Addition  
 15' Storm Sewer Easement



EX-50 3/29/2005

**Tanner Consulting, LLC**  
 5323 SOUTH LINES AVENUE • TULSA, OKLAHOMA 74106 • (918)745-9929