

Ashlane Estates Phase 1 Deed of Dedication

****Complete legal description of property, and complete covenants and deed restrictions can be found at Creek County Clerk's Office.****

1. Public Streets and Utility Easements:

- a. The Developer dedicates to the public, for public use forever, the easements and rights of way as shown on the Plat for the several purposes of constructing, maintaining, operating, repairing and replacing any and all streets and public utilities, including but not limited to, communication lines, electric power lines, cable television lines, transformers, pedestals, gas and water lines, together with all fittings and equipment for each such facility and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and rights of way for the uses and purposes thereof.
- b. The Owner of each lot and the mandatory Home Owner's Association shall be responsible for maintenance of the storm sewer drainage and that said drainage is maintained free of obstruction.

CERTAIN RESTRICTIONS

2. Underground and Electric and Communication Service: In connection with the installation of underground electric, telephone, communication and cable television services, all lots are subject to the following:

- a. Overhead pole lines for the supply of electric service, telephone, communication and cable television service, may only be located along the perimeter property lines of the subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision, all supply lines shall be located underground in the easement ways reserved for general utilities and streets shown on the plat. Service pedestals and transformers as sources of supply at secondary voltages may be also located in such easement ways.
- b. Except to houses and structures on lots adjacent to the perimeter property lines of the subdivision as described in subparagraph (A) above, which may be served from overhead electric service lines, telephone and/or communication lines and cable television cables, underground service cables to all houses which may be located on all lots in the subdivision may be run from the nearest services 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 a service cable to a particular house, the supplier of electric service, telephone communication 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 5-foot strip, extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house.
- c. The supplier of electric, telephone, communication and cable television service, through its 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 declaration for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, communication and cable television, so installed by it.
- d. The Owner of each lot shall be responsible for the protection of the underground electric, telephone, communication and cable television facilities located on such Owner's property

and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, communication and cable television facilities. Such utility company will be responsible for ordinary maintenance of underground electric, telephone, communication or cable television facilities, but the Owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the Owner, its agents or contractors.

- e. The foregoing covenants concerning underground electric, telephone, communication and cable television facilities shall be enforceable by the supplier of electric, telephone, communication or cable television service, and the Owner of each lot agrees to be bound thereby.

3. Underground Gas Service: Underground service lines to all homes may be run from the nearest service connection to the point of usage, determined by the location and construction of the home; provided that upon the installation of such a service line to a home, the supplier of gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right of way easement on said lot, covering a 5-foot strip extending 2.5 feet on each side of such service line, extending from the service connection to the service entrance on the home. All gas meters shall be physically located at or near the service entrance to the home.

- a. The supplier of gas service, through its proper agents and employees, shall at all times have right of access to all such easement ways shown on the plat or provided for in this declaration for the purposes of installing, maintaining, removing, or replacing any portion of said underground gas facilities so installed by it.
- b. The Owner of each Lot shall be responsible for the protection of the underground gas facilities located on its Lot and shall prevent the alteration of grade or any construction activity which may interfere with said gas facilities. The supplier of gas services will be responsible for ordinary maintenance of underground gas facilities, but such Owner will pay for damage or relocation of such facilities caused by acts of such Owner or its agents or contractors.
- c. The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the Owner of each Lot agrees to be bound hereby.

4. Water, Sanitary Sewer and Storm Drainage.

- a. The Owners of each Lot shall be responsible for the protection of the public water mains and sanitary sewer system facilities located on such Owner's lot and shall prevent the alteration of grade in excess of 3 feet from the original contours, or any construction activity which may interfere with said facilities. Said alterations of grade restrictions shall be limited to easement areas. The grade of any bar ditch shall not be altered in any way that would impede the intended flow of storm water.

5. Landscape, Detention Pond, Paving Repair.

- a. The Owner of each lot responsible for the repair and replacement of any landscaping and paving located shall be within the utility easements. In the event it is necessary to repair and underground water, sanitary sewer, storm drainage, electric, natural gas, television, communication or cable television service. No lot Owner shall plant any trees or shrubbery in dedicated utility easements or rights of way which would potentially endanger threaten or harm any utilities located within said easement or rights of way. If it is determined that any tree or shrubbery located within said easement or rights of way are damaging or endangering utilities in said easement or rights of way, the adversely affected utility

company shall have the right to remove said trees or shrubbery upon 5 days notice thereof at the lot Owner's expense, or within such time, the lot Owner may remove the same.

- b. The detention pond on the reserve area and drainage easement shall be maintained by the Home Owner's Association, and not dedicated to the county.
6. Developer's Reserved Rights.
- a. Inclusion in Property Owner's Association. As a part of the development of the subdivision, the Developer therefor has created or will create Ashlane Estates Association, an Oklahoma not-for-profit corporation (the "Association"). The Developer may permit adjacent property owners, e.g., Owners of lots in future additions of Ashlane Estates, etc., to become members of the association and/or to enjoy any portion of the adjacent or nearby park areas that may be create.
 - b. Binding Effect: All lawful acts of association made under and pursuant to its certificate of incorporation and bylaws shall be binding upon the lots contained in the subdivision and the Owners thereof. Membership in the association shall consist of all Owners of the lots in the subdivision, and all Owners of such additional property designated by the Developer.
 - c. Assessments: Annual assessments may be made by the association on a per lot basis, all as more fully set forth in the association governing documents and in the covenants, conditions and restrictions for Ashlane Estates Phase 1.
 - d. Other Rights: Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Developer under this declaration, including the execution and filing of various covenants, conditions, and restrictions for the subdivision, except as may be provided herein.
7. Reserve Area. The area designated on the plat as a Reserve Area is hereby retained by the Developer and shall be used for the purpose of providing green areas, proper visual screening of the subdivision from surrounding areas, and for the construction and maintenance of any screening fence, wall, or storm water detention, and for other purposes deemed advisable by the Developer or the association.
8. The Drainage Easements (D/E), which includes the 100 W.S.E. is for the overland surface water flow. no obstructions or construction, except creek crossings, of any kind, including buildings or fences shall be allowed that would prevent the overland flow of surface water. The Owner of each lot and the mandatory Home Owner's Association, shall be responsible for the maintenance of the storm sewer drainage, and that said drainage is maintained free of obstructions.
9. Detention Pond, Reserve Area and Drainage Easement are hereby reserved for the construction of a storm water detention facility and related activities and shall be operated and maintained by a mandatory Home Owner's Association, in accordance with the regulations and requirements of the present or subsequent ordinances as set forth by the City of Sapulpa-Creek County Metropolitan Area Planning Commission.

NOW, THEREFORE, "ASHLANE ESTATES PHASE 1" is an area of distinctive natural beauty. It is the desire and intent of the Developer, DANNY LACKEY, to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards.

Enforcement to restrain or recover damages for violation of the covenants may be brought by the development or an Owner of any lot or having interest therein, whether acting jointly or severally. The Developer and Ashlane Estates Home Owner's Association shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in Ashlane Estates Phase 1 shall have standing to prosecute any proceedings at law or at equity against the person violating the same to prevent the violation or to recover damages for such violation. If the prevailing party shall be entitled to award, the of attorney fees to be taxed as cost.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- a. All lots in the this subdivision shall be known as and used for residential lots, only. No antennas or like structures shall exceed 6 feet above the ridge line of the residence thereon.
- b. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- c. No building or parts thereof, shall be constructed and maintained on said sites nearer to the front or side street lot lines than the building lines established on the recording plat of the subdivision. All buildings shall not be nearer than 12 feet to any side lot lines.
- d. No fence, other than ornamental shall be erected nearer to the front lot line than the 30 foot building line, or nearer to the side street lot lines than the side street building lines shown on the recorded plat, except Ashlane Estates Phase 1, or its successors, may build a fence along the street on the property line, to provide a decorative entrance to the subdivision. No chicken or hog-wire type fencing shall be installed on any lot. No fence shall exceed 6 feet in height.
- e. No structure shall be erected, placed or permitted to remain on any residential lot other than a detached single-family dwelling and a single accessory building, constructed of the same materials as the single-family structure.
- f. No structure previously used shall be moved onto any lot; nor shall any lot be subdivided.
- g. No outside toilets shall be allowed on the property hereon described and all sanitary arrangements shall comply with local and state Department of Environmental Quality requirements.
- h. No outside storage of building materials, old cars, junk or salvage shall be permitted.
- i. No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.
- j. No sign of any kind shall be displayed to the public view on any residential lot, except one (1) professional sign of not more than 5 square feet advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any residence.

- k. No animals(vicious breeds in particular), livestock or poultry of any kin, bred or kept on any lot, accept household pets, such as dogs, cats, providing that they are not kept, bred or maintained for any commercial purpose.
- l. All residence must conform to the following minimum requirements:
- a. All residents must have a private garage for not less than two standard size cars, attached to the residence. Carports may be allowed at the option or the decision of the Developer. The driveway approach shall be paved from the edge of the street to the garage.
 - b. All structures shall be constructed of brick, stucco, or stone veneer on at least 50 percent of their outside wall surfaces. Computed by excluding windows, doors, porches and patios on the first floor; exception: special architectural designs requiring less than 50 percent masonry computed as above shall be submitted to the Developer, and approval for construction received before construction is started. Exterior Materials Not Permitted: Metal siding, naturally weathered wood; masonite siding, plywood siding, vinyl siding, diagonal siding, quasi-wood grain, or 3-tab shingles. Flat roofs not permitted.
 - a. Roof: Minimum 8:12 pitch unless approved by Developer or Home Owner's Association.
 - b. Roof Materials Accepted: 25-year warranty such as Prestique II GS Firehalt, Tamko Heritage, Timberline Traditions (orequa); artificial roof slate or wood shakes
 - c. Exposed Roof Metal, i.e. plumbing vents must be located on rear or side slope and never face a street and must be painted to match roof.
 - d. Solar collectors are not permitted.
 - c. All accessory structures, as a minimum, shall be constructed with 30% wainscot of brick, stucco, or stone in the same materials as the residence.
 - d. No residential structure shall be allowed which has less than 2,000 square feet of floor space. The foregoing areas shall be computed excluding garages, porches and patios. All two-story residences shall have no less than 1,000 actual square feet on the ground floor, with a minimum of 2,000 square feet total both floors.
 - e. Completed structures shall not have any exposed pier or grade beams showing in the foundation.
 - f. No pole barns, tin buildings, or above ground propane tanks shall be permitted on any lot.
 - g. A mandatory Home Owner's Association, known as Ashlane Estates Home Owner's Association, shall be formed upon the sale of eleven (11) lots. Membership in the association shall consist of all Owners of lots in the addition "Owners" and the Owners shall be responsible to elect officers, assess dues. The association shall be responsible for the maintenance of the detention pond and drainage easements. It is the Home Owners Associations' responsibility to maintain all drainage channels if such required maintenance is not performed by the individual lot Owner. Annual dues / assessment of \$100.00 per lot shall be made on a per-lot basis and such assessment shall be a lien upon the assessed lot. Any such lien may be foreclosed by the association in connection with such suit. The provisions of the covenants, may be amended, modified, changed, or canceled only by a written instrument, signed and acknowledged by the Owner or Owners of 60 percent or more of the lots within the addition, and the provisions of such instruments shall be binding from and after the

date it is properly recorded. No lot shall be entitled to more than two votes, regardless of the number of Owners. The property Owners in Ashlane Estates Phase 2 shall be mandatory members of Ashlane Estates Home Owner's Association as are property Owners in Ashlane Estates Phase 1.

- h. The failure of the Grantor, or successor in title to enforce any given restrictions for covenant, at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions.
- i. These covenants, conditions and restrictions are to run with the land, and shall be binding upon all persons claiming under them, provided, however, they may be amended by the Owners of 60 percent or more of the lots in Ashlane Estates Phase 1 which amendment shall be effective upon the recordings and records of the Creek County Clerk. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2025 at which time said covenants shall be automatically extended to successive periods of ten (10) years, unless by vote of a majority of then Owners of the lots has agreed to change said covenants and holder in part.
- j. All driveways, culverts, will be required to have concrete, brick or stone headwalls installed.