

STONE VILLA SECOND – PHASE I

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 260

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Charney Properties, Inc., an Oklahoma corporation, Manager of Capital Homes Residential Group, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the NW/4 of Section 34, T-19-N, R-11-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the northwest corner of Lot 1, Block 3, "Stone Villa", a subdivision in the City of Sand Springs, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5740, as filed in the records of the Tulsa County Clerk's office;

Thence S 01°07'25"E a distance of 1,490.88 feet along the west line of Block 3 of said "Stone Villa" subdivision to the northwest corner of Lot 1, Block 4 in said "Stone Villa" subdivision;

Thence S 88°52'56"W a distance of 183.19 feet;

Thence N 01°07'04"W a distance of 50.00 feet;

Thence S 88°52'56"W a distance of 79.65 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 12°54'46", a radius of 100.00 feet, an arc length of 22.54 feet, a chord bearing of N 84°39'41"W and a chord length of 22.49 feet;

Thence N 01°07'04"W a distance of 668.05 feet;

Thence N 70°43'19"E a distance of 14.36 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 14°26'32", a radius of 150.00 feet, an arc length of 37.81 feet, a chord bearing of N 77°56'35"E and a chord length of 37.71 feet;

Thence N 04°50'09"W a distance of 50.00 feet;

Thence N 13°44'00"W a distance of 162.42 feet;

Thence N 18°08'51"W a distance of 54.71 feet to the southeast corner of Reserve "B" in said "Stone Villa" subdivision;

Thence N 00°59'59"W a distance of 498.61 feet along the east line of said Reserve "B" to a point on the south Right-of-Way line of West 51st Street South (ROW) as dedicated by said "Stone Villa" subdivision plat;

Thence N 89°00'32"E a distance of 288.08 feet along said south ROW to the "Point of Beginning".

Said tract contains 414,224 square feet or 9.5093 acres.

The non-astronomic bearings for said tract are based on an Oklahoma State Plane Grid bearing of N 89°00'32"E along the north line of the NW/4 of Section 34, T-19-N, R-11-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

And does hereby certify that it has caused the above described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat and subdivided into three (3) blocks, forty five (45) lots and streets and has designated the same as "STONE VILLA SECOND - PHASE I", an addition to the City of Sand Springs, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and

egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Sand Springs, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction. Furthermore, nothing herein shall prevent the Owner/Developer or the Association from expending Association funds, pursuant to an agreement with Stone Villa Homeowners' Association or otherwise, for the purpose of maintaining said Reserve "B".

1.2 Underground Service

1.2.1 Overhead poles may be located along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Sand Springs, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 The City of Sand Springs, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Sand Springs, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner, by the Owner/Developer and by the City of Sand Springs, Oklahoma.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West 51st Street South within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Sand Springs Planning Commission, or its successor, and with the approval of the City of Sand Springs, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Sand Springs, Oklahoma.

1.6 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the STONE VILLA SECOND HOMEOWNERS' ASSOCIATION, INC., formed pursuant to Section II - HOMEOWNERS' ASSOCIATION, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping (excluding trees), shrubbery, signage and/or irrigation along the North property boundary of the subdivision within the Fence and Landscape Easement depicted on the accompanying plat. Public/private utility providers reserve the right for purposes including but not limited to constructing, maintaining, operating, repairing, replacing, and/or removing any and all utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the Fence and Landscape Easement for the uses and purposes aforesaid. If it is determined that any fencing, landscaping, or shrubbery located within said Fence and Landscape easement is damaging, endangering, interfering, obstructing, hindering, or preventing access to utilities in said easement, the City of Sand Springs and or respective utility provider shall have the right to remove said fencing, landscaping or shrubbery upon five (5) days' notice thereof at the lot owner's expense, or within such time the lot owner may remove the same, except in the event of an emergency situation in which utility providers have the right to remove any of the aforesaid improvements without notice.

1.7 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Sand Springs and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice thereof at the lot owner's expense, or within such time the lot owner may remove the same.

1.8 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Sand Springs the "STONE VILLA SECOND HOMEOWNERS' ASSOCIATION, INC.", an Oklahoma not-for-profit corporation, as set forth in the Restrictive Covenants, for STONE VILLA SECOND - PHASE I. The Owner/Developer reserves the right to add previous or future phases of the Stone Villa neighborhoods to the Association.

1.9 Restrictive Covenants

Additional covenants and restrictions for STONE VILLA SECOND - PHASE I are filed, as a separate instrument, in the Tulsa County Clerk's office.

1.10 Maintenance of Reserve "B", Stone Villa (Plat No. 5740)

Maintenance of Reserve "B", Stone Villa shall be the sole responsibility of the STONE VILLA HOMEOWNERS' Association as designated by the Deed of Dedication of Stone Villa filed in Plat No. 5740 in the office of the Tulsa County Clerk. Accordingly the maintenance of Reserve "B", Stone Villa shall not be the responsibility of the STONE VILLA SECOND HOMEOWNERS' ASSOCIATION, however, nothing herein shall prevent the Owner/Developer or the Association from entering onto Reserve "B" and performing any maintenance efforts to encourage the free flow of stormwater drainage. Furthermore, nothing herein shall prevent the Owner/Developer or the Association from expending Association funds, pursuant to an agreement with Stone Villa Homeowners' Association or otherwise, for the purpose of maintaining said Reserve "B".

SECTION II. HOMEOWNERS' ASSOCIATION

2.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "STONE VILLA SECOND HOMEOWNERS' ASSOCIATION, INC.", an Oklahoma not-for-profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all common areas; provided, however, no assessment shall be made or attach to any lot owned by the Owner/Developer.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Sand Springs, Oklahoma.

3.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

3.3. Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Sand Springs Planning Commission or its successors with the approval of the City of Sand Springs, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 3.3, the term "the Subdivision" shall explicitly mean the Plat of STONE VILLA SECOND - PHASE I.

3.4. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

3.5. Lot owner's Responsibilities

The respective lot owner of each dwelling shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert

pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to insure that storm water is properly managed around the perimeter of the subject home. Said lot owner shall construct the dwelling in accordance with the municipal, county and, state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 13 day of January, 2019.

Capital Homes Residential Group, L.L.C.
an Oklahoma limited liability corporation

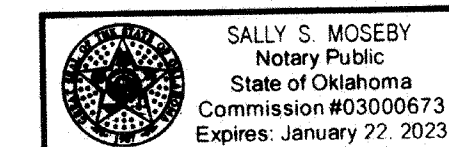
By its Manager:

Charney Properties, Inc., an Oklahoma corporation

David E. Charney
By: David E. Charney, President

State of Oklahoma)
) s.s.
County of Tulsa)

This instrument was acknowledged before me this 13 day of January, 2019, by David E. Charney, as President of Charney Properties Inc., an Oklahoma corporation, Manager of Capital Homes Residential Group, LLC, an Oklahoma limited liability company



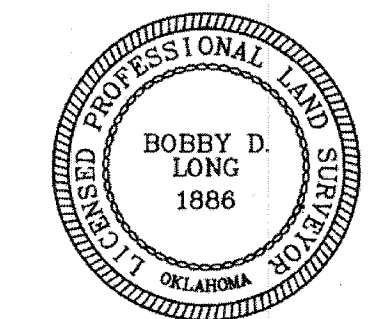
Sally S. Mosbey
Notary Public
My commission No. _____
Expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "STONE VILLA SECOND - PHASE I", a subdivision in the City of Sand Springs, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

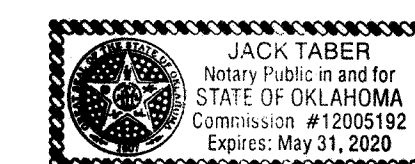
Executed this 31st day of December, 2019

Bobby D. Long
Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 31st day of December, 2019, by Bobby D. Long.



Jack Taber
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

STONE VILLA SECOND – PHASE I
Date of Preparation: December 18, 2019 Sheet 2 of 2