

# FINAL PLAT NEWBERRY ESTATES

PART OF SE/4 SE/4  
SECTION 10, T-21-N, R-15-E 18&M,  
ROGERS COUNTY, OKLAHOMA  
ZONED: RS-40

## CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, VINEYARD DEVELOPMENT, L.L.C. A LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF NEWBERRY ESTATES PLATTED HEREOF, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS 21<sup>st</sup> DAY OF JUNE, 2006.

VINEYARD DEVELOPMENT, L.L.C.

*Dean Foster*  
DEAN FOSTER, MANAGER

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: VINEYARD DEVELOPMENT ("OWNER/DEVELOPER"), BEING THE OWNER AND DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TEN (10) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE SE/4 OF THE SE/4 OF SEC. 10, T-21-N, R-15-E, I.B.&M.; THENCE N 1°08'46" W ALONG THE EAST LINE OF SAID SE/4 SE/4 A DISTANCE OF 658.62 FEET TO THE POINT OF BEGINNING; THENCE N 1°08'46" W A DISTANCE OF 329.30 FEET; THENCE S 88°52'31" W A DISTANCE OF 249.00 FEET; THENCE N 1°08'46" W A DISTANCE OF 175.00 FEET; THENCE N 88°52'31" W A DISTANCE OF 249.00 FEET TO A POINT ON THE EAST LINE OF SAID SE/4 SE/4; THENCE N 1°08'46" W A DISTANCE OF 154.25 FEET TO THE NE CORNER OF SAID SE/4 SE/4; THENCE S 88°52'31" W A DISTANCE OF 1316.83 FEET TO THE NW CORNER OF SAID SE/4 SE/4; THENCE S 1°08'20" E ALONG THE WEST LINE OF SAID SE/4 SE/4 A DISTANCE OF 641.78 FEET; THENCE N 88°52'31" W A DISTANCE OF 377.87 FEET; THENCE S 1°06'17" E A DISTANCE OF 590.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY NO.20; THENCE N 89°17'35" E ALONG SAID HIGHWAY RIGHT-OF-WAY A DISTANCE OF 260.99 FEET; THENCE S 1°08'30" E AND LEAVING SAID HIGHWAY RIGHT-OF-WAY A DISTANCE OF 83.50 FEET TO A POINT ON THE SOUTH LINE OF SAID SE/4 SE/4; THENCE N 88°52'31" E ALONG THE SOUTH LINE OF SAID SE/4 SE/4 A DISTANCE OF 329.25 FEET; THENCE N 1°08'40" W A DISTANCE OF 658.64 FEET; THENCE N 88°52'42" E A DISTANCE OF 329.23 FEET TO THE POINT OF BEGINNING, AND CONTAINING 27.44 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMANCE WITH THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), HAS CAUSED THE SAME TO BE NAMED NEWBERRY ESTATES, AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

### 1. PUBLIC STREETS AND UTILITY EASEMENTS.

THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE UTILITY EASEMENTS AND STREET RIGHT-OF-WAYS 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, STORM AND SANITARY SEWER LINES, 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 APPLICANCES THEREOF, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

### 2. UNDERGROUND AND ELECTRIC AND CABLE TELEVISION SERVICE.

IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE SHALL ONLY BE SERVED BY UNDERGROUND LINES WITHIN THE DEDICATED UTILITY EASEMENT AREAS OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT AREAS 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 AREAS.

B. UNDERGROUND SERVICE CABLES TO ALL HOUSES LOCATED ON ALL LOTS IN SAID ADDITION SHALL RUN FROM THE NEAREST SERVICE 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 SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE 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 FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT AREAS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, 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 OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER SHALL 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, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE 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 SHALL 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 FIVE FOOT (5') 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 AREAS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED.

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. SUCH UTILITY COMPANY SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT SUCH OWNER SHALL 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 AND STORM SEWER.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES.

A. RURAL WATER DISTRICT NO.5, ROGERS COUNTY, OR OTHER PROVIDER AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO.5, ROGERS COUNTY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT AREAS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO.5, ROGERS COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER SERVICE: POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.5, ROGERS COUNTY, OR ITS ASSIGNEES.

C. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SEWAGE DISPOSAL SYSTEMS. NO LAGOON OR "WETLAND" SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

### 5. LANDSCAPE AND PAVING REPAIR.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY 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 PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, ROGERS COUNTY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

### 7. LANDSCAPE EASEMENTS.

AREAS DESIGNATED ON THE PLAT AS LANDSCAPE EASEMENTS ARE HEREBY RETAINED BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE, AT THE DEVELOPER'S SOLE DISCRETION, TO THE ASSOCIATION OR OTHER THIRD PARTY FOR THE PURPOSE OF PROVIDING GREEN AREAS, ENTRANCE FEATURES AND FOR OTHER PURPOSES DEEMED ADVISABLE BY THE DEVELOPER OR THE ASSOCIATION. SAID LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE DEVELOPER UNTIL SUCH EASEMENTS ARE CONVEYED INTO THE ASSOCIATION.

### 8. FENCE AND LANDSCAPE EASEMENT.

AREAS DESIGNATED ON THE PLAT AS FENCE EASEMENTS AND/OR LANDSCAPE EASEMENT ARE HEREBY DESIGNATED BY THE DEVELOPER AS PERPETUAL EASEMENTS FOR THE BENEFIT OF THE ASSOCIATION FOR THE PURPOSE OF PROVIDING PROPER VISUAL SCREENING OF THE ADDITION FROM SURROUNDING AREAS, MAINTENANCE OF ENTRANCES AND FOR THE CONSTRUCTION AND MAINTENANCE OF ANY SIGNAGE, FENCE, LANDSCAPING OR WALL AND FOR OTHER PURPOSES DEEMED TO BE IN THE COMMON GOOD BY DEVELOPER AND/OR THE ASSOCIATION.

### 9. 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 BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OCCURRING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

### 10. DETENTION AREA

THE DETENTION FACILITY LOCATED ON LOTS 8, 9, & 10, BLOCK 1, OF NEWBERRY ESTATES, IS CONTAINED WITHIN A DRAINAGE EASEMENT AND SHALL BE PRESERVED IN ITS ORIGINAL CONDITION BY THE RESPECTIVE LOT OWNERS. THE OWNERS OF EACH LOT SHALL PRESERVE AND PREVENT THE ALTERATION OF ANY GRADES, ELEVATIONS, BERMS, STRUCTURES, AND/OR PIPES WITHIN SAID DETENTION FACILITY. SAID DETENTION FACILITY SHALL BE OWNED AND MAINTAINED BY THE RESPECTIVE LOT OWNERS OF LOTS 8, 9, & 10, BLOCK 1, OF NEWBERRY ESTATES.

### 11. INGRESS, EGRESS AND WALKWAYS.

CONSTRUCTION OF ALL PUBLIC ROADWAYS WITHIN THE NEWBERRY ESTATES SHALL BE COMPLETED, BY THE OWNER, WITHIN THE PUBLIC DEDICATION AS REQUIRED BY AND IN ACCORDANCE WITH THE STANDARDS OF ROGERS COUNTY.

### 12. OWNER'S RESPONSIBILITIES

THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, ROGERS COUNTY BUILDING CODES.

### 13. DRIVEWAYS AND CULVERTS

ALL DRIVEWAYS SHALL BE SURFACED WITH CONCRETE OR ASPHALT, FROM THE COUNTY ROAD TO THE CONCRETE PAD IN FRONT OF THE GARAGE AND SHALL BE A MINIMUM OF TWELVE (12) FEET WIDE. ALL DRIVEWAY CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF NEWBERRY ESTATES FOR EACH RESPECTIVE LOT. DRIVEWAY CULVERTS SHALL CONSIST OF SMOOTH STEEL PIPES, REINFORCED CONCRETE PIPE (RCP), OR HIGH DENSITY POLYETHYLENE (HDPE). DRIVEWAY CULVERTS MAY BE HDPE ONLY IF THE DRIVEWAY IS CONCRETE AND AT LEAST SIX INCHES (6") THICK. ALL DRIVEWAY CULVERTS SHALL HAVE ODOT STANDARD SLOPED CONCRETE END SECTIONS ANY OTHER TYPE MUST BE APPROVED BY THE COUNTY. ALL CULVERT SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE ROGERS COUNTY STANDARDS.

### 14. FINISHED FLOOR ELEVATIONS

ALL DWELLINGS SHALL BE CONSTRUCTED TO A MINIMUM FINISHED FLOOR ELEVATION EQUAL TO OR GREATER THAN THE MAXIMUM FLOOR ELEVATION AS DEPICTED, FOR EACH INDIVIDUAL LOT, ON THE FINAL PLAT OF NEWBERRY ESTATES.

## CONDITIONS AND RESTRICTIONS

THE DEVELOPER, DESIRING TO ESTABLISH A COMPATIBLE SYSTEM OF DEVELOPMENT AND PRESERVE THE CHARACTER OF NEWBERRY ESTATES DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING RESTRICTIONS, CONDITIONS, AND PROTECTIVE COVENANTS, TO WHICH ALL PROPERTIES IN THIS SUBDIVISION ARE SUBJECT:

1. LOT USE: PREMISES ARE CONVEYED AND SHALL BE USED ONLY FOR RESIDENTIAL SINGLE FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE. NO LOT SPLIT SHALL BE ALLOWED BY ANY OWNER OTHER THAN THE DEVELOPER/OWNER, VINEYARD DEVELOPMENT, L.L.C. NO MORE THAN ONE (1) DWELLING PER PROPERTY OWNER EXCEPT THAT A GUEST HOUSE MAY BE PROVIDED. SUCH GUEST HOUSE MUST CONFORM TO THE BASIC STYLE AND COMPOSITION AS THE MAIN DWELLING, AND OCCASIONALLY OCCUPIED BY GUESTS OF THE RESIDENTS OF THE PRIMARY DWELLING. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT WHICH EXCEEDS TWO (2) STOREYS IN HEIGHT.

2. DWELLING SPACE AND MATERIAL: NO SINGLE STORY DWELLING SHALL BE ERECTED IN NEWBERRY ESTATES WHICH HAS A LIVING SPACE OF LESS THAN 2,000 SQUARE FEET, DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A TOTAL MINIMUM LIVING SPACE OF 1,200 SQUARE FEET ON THE LOWER LEVEL. SQUARE FOOTAGE IS EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES. ON ALL HOUSES USING COMPOSITION SHINGLES FOR ROOF COVERING, SUCH COMPOSITION SHINGLES MUST BE TAKNO HERITAGE 30 OR EQUAL TO. NO BUILDING EXCEPT FOR PORCHES OR PATIOS SHALL HAVE A ROOF PITCH OF LESS THAN 8/12 OVER 75% OF ROOF. NO DWELLING SHALL BE ERECTED, PLACED OR CONSTRUCTED ON ANY LOT IN NEWBERRY ESTATES UNLESS AT LEAST SEVENTY FIVE PERCENT (75%) OF THE EXTERIOR WALLS ARE BRICK OR STONE; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS AND FURTHER PROVIDED THAT WHERE A CABLE-TYPE ROOF IS CONSTRUCTED THEN THAT PART OF SUCH EXTERIOR WALL EXTENDED ABOVE THE ROOF CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIALS AND SHALL ALSO BE EXCLUDED FROM THE SQUARE FOOTAGE AREA IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS OF SAID RESIDENCE. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED.

3. GARAGES: ALL DWELLINGS SHALL HAVE A GARAGE SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. A TWENTY (20) FOOT MINIMUM CONCRETE PAD EXTENDING OUT FROM THE GARAGE BEING AT LEAST AS WIDE AS THE GARAGE DOOR SHALL BE REQUIRED. CARPORTS SHALL NOT BE PERMITTED.

4. OUTBUILDINGS: ALL OUT BUILDINGS OR DETACHED GARAGES SHALL MATCH THE EXTERIOR SURFACE OF THE PRIMARY RESIDENCE AND ALL EXTERIOR WALL SHALL BE AT LEAST TWENTY FIVE PERCENT (25%) MASONRY. IN NO CASE SHALL AN OUTBUILDING BE CLOSER TO THE STREET THAN THE REAR OF THE PRIMARY RESIDENCE. OUT BUILDINGS SHALL BE CONSTRUCTED NO CLOSER THAN TWENTY-FIVE FEET (25') TO ANY LOT LINE.

## CONDITIONS AND RESTRICTIONS

5. SET BACK LINES: NO BUILDING, OUTBUILDING, STRUCTURE, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN AS FOLLOWS:

SET BACKS	FRONT	30 FEET
	BACK	45 FEET

6. DRIVEWAYS, CULVERTS, AND MAIL BOXES: ALL DRIVEWAYS SHALL BE HARD SURFACED, CONCRETE OR ASPHALT, FROM THE COUNTY ROAD TO THE CONCRETE PAD IN FRONT OF THE GARAGE AND SHALL BE A MINIMUM OF TWELVE (12) FEET WIDE. ALL DRIVEWAY CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF NEWBERRY ESTATES FOR EACH RESPECTIVE LOT. ALL MAILBOXES SHALL BE MASONRY CONSTRUCTION TO MATCH THE DWELLING.

7. ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF TWO (2) DOGS, CATS, OR OTHER HOUSEHOLD PETS. ANIMALS SHALL NOT BE KEPT, BREED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED FOR RESIDENCE.

8. STORAGE: NO STORAGE OF TRACTORS, MOWERS, EQUIPMENT, OR IMPLEMENTS SHALL BE PERMITTED CLOSER TO THE STREET THAN THE REAR OF THE PRIMARY RESIDENCE. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF NO MORE THAN SIXTY (60) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

9. VEHICLE STORAGE: VEHICLES, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER, OR BOAT PARKED FOR MORE THAN FORTY-EIGHT (48) HOURS MUST BE NO CLOSER TO THE STREET THAN THE REAR OF THE PRIMARY RESIDENCE. NO SALVAGE OR JUNK VEHICLES SHALL BE PERMITTED UNDER ANY CIRCUMSTANCES.

10. ANTENNAS: NO EXTERIOR ANTENNAS SHALL BE ERECTED WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER/OWNER.

11. FENCES: ALL FENCES SHALL BE WOOD, BRICK, NATURAL STONE OR A COMBINATION OF TREATED ROUND WOOD POST AND RAIL, WITH CHAIN LINK. PRIVACY FENCING SHALL BE A MAXIMUM OF SIX (6) FEET HIGH AND CHAIN LINK AND WOOD COMBINATION A MAXIMUM OF FOUR (4) FEET HIGH. DECORATIVE FENCING SHALL BE ALLOWED PAST THE FRONT OF THE RESIDENCE AT A MAXIMUM OF THREE (3) FEET IN HEIGHT.

12. DWELLING OR RESIDENCE: NO TRAILER, TENT, GARAGE, BARN OR OTHER OUTBUILDING SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY. NO HOUSES, BUILDINGS, OR OTHER STRUCTURES PREVIOUSLY ERECTED AND OR USED ON ANY OTHER SITE SHALL BE MOVED INTO THE SUBDIVISION AND PLACED UPON ANY LOT.

13. NUISANCE: NO NOXIOUS, OFFENSIVE TRADE, COMMERCIAL SALES, OR ACTIVITY OF SUCH NATURE SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE HEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO NEWBERRY ESTATES.

14. SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION OR ISSUE OR BY THE DEVELOPER/OWNER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD, EXCEPT WITH WRITTEN APPROVAL FROM THE DEVELOPER/OWNER.

15. MOBILE HOMES: NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN NEWBERRY ESTATES.

16. WATER SERVICE AND SEWERAGE DISPOSAL: WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO. 5, ROGERS COUNTY, OKLAHOMA. SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SEWAGE DISPOSAL SYSTEMS. NO LAGOON OR "WETLAND" SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

17. WASTE: 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 INCINERATORS OR OTHER EQUIPMENT FOR STORAGE OF OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOVED TO THE STREET.

18. 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.

19. APPROVAL OF PLANS: FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF NEWBERRY ESTATES AS AN AREA OF HIGH STANDARDS, THE DEVELOPER/OWNER RESERVES THE RIGHT TO APPROVE THE DESIGN AND FEATURES OF THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER/OWNER SHALL DEEM NECESSARY AND PROPER.

20. ENFORCEMENT: ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER/OWNER OR AN OWNER OF ANY LOT HAVING ANY INTEREST HEREIN, WHETHER ACTING JOINTLY OR SEVERALLY. THE DEVELOPER SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

21. REMEDIES: IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, ANY PERSON OWNING ANY REAL PROPERTY IN NEWBERRY ESTATES SHALL HAVE STANDING TO PROSECUTE AND PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING, THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT BY THE DEVELOPER/OWNER TO ENFORCE ANY PROVISION HEREOF, THE DEVELOPER/OWNER, IF THE PREVAILING PARTY, SHALL BE ENTITLED TO AN AWARD OF ATTORNEY'S FEES.

22. NO WAIVER: THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

23. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTION OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

24. DURATION: EXCEPT AS SPECIFICALLY OTHERWISE LIMITED HEREIN, THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE HEREOF AND SHALL BE AUTOMATICALLY RENEWED AND CONTINUED THEREAFTER FOR CONSECUTIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

25. BINDING EFFECT AND AMENDMENTS: THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THEY MAY BE AMENDED BY THE OWNERS OF A MAJORITY OF THE LOTS OF NEWBERRY ESTATES, AMENDMENT SHALL BE EFFECTIVE UPON RECORDING IN THE RECORDS OF THE ROGERS COUNTY CLERK. THE DEVELOPER/OWNER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME, SO LONG AS IT IS AN OWNER OF ANY LOT TO AMEND, REVERSE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED AND FILED IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY OKLAHOMA.

26. FORMATION OF HOMEOWNERS ASSOCIATION: A HOMEOWNERS ASSOCIATION NAMED "NEWBERRY ESTATES ASSOCIATION LLC", AN OKLAHOMA LIMITED LIABILITY COMPANY, WILL BE ESTABLISHED BY THE HOME OWNERS OF NEWBERRY ESTATES PURSUANT TO 60 O.S. 1991, 851 ET SEQ., FOR THE PURPOSE OF MAINTAINING OR CONTRIBUTING TO THE MAINTENANCE OF RESERVE AREAS, IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER AT DRIVEWAYS TO THE ADDITION, IF ANY OTHER PUBLIC USE AREA WITHIN THE ADDITION, DRAINAGE AND/OR WATER DETENTION FACILITIES CONSTRUCTED ON REAL ESTATE ADJACENT TO THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACT OF NEWBERRY ESTATES HOME OWNERS ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF.

27. A HOMEOWNERS ASSOCIATION MAY OR MAY NOT BE ESTABLISHED BY THE DEVELOPER/OWNER AT ONSET OF THE SUBDIVISION. HOWEVER, ONCE NEWBERRY ESTATES IS TEN (10%) OCCUPIED, THE RESIDENTS OF NEWBERRY ESTATES SHALL ESTABLISH THEIR OWN HOMEOWNERS ASSOCIATION AND THIS SHALL BE BINDING ON ALL HOMEOWNERS.

28. COVENANT FOR ASSESSMENTS: ANNUAL ASSESSMENTS OF \$50.00 SHALL BE MADE ON A PER OCCUPIED LOT BASIS. ANNUAL ASSESSMENTS SHALL NOT APPLY TO LOTS WHICH ARE UNOCCUPIED. SUCH ASSESSMENTS SHALL BE INCREASED FIVE PERCENT (5%) PER YEAR BY THE BOARD OF DIRECTORS OF NEWBERRY ESTATES HOME OWNERS ASSOCIATION AND UP TO TEN PERCENT (10%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE OWNERS OF LOTS IN THE ADDITION. SUCH ASSESSMENTS SHALL BE A LIEH UP EACH LOT ASSESSED AND ANY SUCH LIEH MAY BE FORECLOSED BY THE NEWBERRY ESTATES HOME OWNERS ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEY'S FEES INCURRED BY NEWBERRY ESTATES HOME OWNERS ASSOCIATION IN CONNECTION WITH COLLECTION OF ASSESSMENTS AND ENFORCEMENT OF SUCH LIEH. EACH LOT SHALL BE ENTITLED TO ONE VOTE, REGARDLESS OF THE NUMBER OF OWNERS THEREOF.

29. MEMBERSHIP: MEMBERSHIP IN NEWBERRY ESTATES HOME OWNERS ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND OWNERS OF SUCH ADDITIONAL PROPERTY AS MAY BE DESIGNATED BY THE DEVELOPER.

STATE OF OKLAHOMA )  
COUNTY OF Tulsa ) SS

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IS AND FOR SAID COUNTY AND STATE, ON THIS 21<sup>st</sup> DAY OF June, 2006, PERSONALLY APPEARED TO ME DEAN FOSTER, MANAGER, VINEYARD DEVELOPMENT, L.L.C., KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS THE MAKER OF THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE ASCRIBED THE SAME AS HIS FREE VOLUNTARY ACT AND DEED OF SUCH NEWBERRY'S LANDING, L.L.C., FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

4/15/09  
MY COMMISSION EXPIRES \_\_\_\_\_  
*Kevin M. Newlin*  
NOTARY PUBLIC

## CERTIFICATE OF SURVEY

I, KEVIN M. NEWLIN, A REGISTERED LAND SURVEYOR 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 SAID PLAT DESIGNATED HEREIN AS NEWBERRY ESTATES, A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 21<sup>st</sup> DAY OF June, 2006.

*Kevin M. Newlin*  
KEVIN M. NEWLIN  
OKLAHOMA REGISTERED LAND SURVEYOR #1289  
BENCHMARK SURVEYING AND LAND SERVICES, INC.  
O.A. #2235, EXP 6-30-06



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 21<sup>st</sup> DAY OF June, 2006, PERSONALLY APPEARED KEVIN M. NEWLIN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

4/15/09  
MY COMMISSION EXPIRES \_\_\_\_\_  
*Kevin M. Newlin*  
NOTARY PUBLIC

## CERTIFICATE OF COUNTY TREASURER

I, Carrie Brannon, COUNTY TREASURER OF ROGERS COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT OF LAND DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID AND INCLUDING \$00.00.

DATED THIS 22 DAY OF June, 2006.

*Carrie Brannon*  
COUNTY TREASURER

## CITY OF CLAREMORE/ROGERS COUNTY METROPOLITAN PLANNING COMMISSION APPROVAL

I, Brian J. Bauer, DIRECTOR OF THE CITY OF CLAREMORE/ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION, DO HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE PLAT OF NEWBERRY ESTATES.