

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
ASHLEIGH PARK - PHASE II

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, Allison Family, L.L.C., an Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the Wagoner County, State of Oklahoma, and described as follows:

A tract of land situated in the E/2 of the W/2 of the SW/4 of Section 13, Township 17 North, Range 15 East of Indian Base and Meridian, Wagoner County, Oklahoma, being more particularly described as follows to wit by Charles K. Howard, RLS, Oklahoma 297; Commencing at the Northwest Corner of the E/2 W/2 SW/4, thence N 89°38'13"E and along the north line of said SW/4 for 662.06 feet to the Northeast Corner of the E/2 W/2 SW/4, thence S 0°12'11"E and along the east line of the E/2 W/2 SW/4 for 566.47 feet to the Southeast corner of Lot 1, Block 6 Ashleigh Park Phase I, being the point of beginning; thence continuing S 0°12'11"E and along the east line of the E/2 W/2 SW/4 for 420.00 feet; thence W 90°00'00"W for 662.16 feet to a point on the west line of the E/2 W/2 SW/4, thence N 0°11'54"W for 420.00 feet; thence S 90°00'00"E for 662.11 feet to the point of beginning.

and the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks and streets in conformity with the accompanying plat and have designated the same as "Ashleigh Park - Phase II", an Addition in Wagoner County, State of Oklahoma. The Undersigned Owner dedicates, grants, donates, and conveys to the public the streets as shown on this plat and does hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

SECTION I. PUBLIC STREETS, EASEMENTS, UTILITIES AND PUBLIC RESTRICTIONS

Now, therefore, the Undersigned Owner hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and does hereby guarantee clear title to all land that is so dedicated.

The Owner does further dedicate for the public use the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights-of-way for the uses and purposes aforesaid; provided, however that the Owner 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 over, across and along all of the utility easement areas as shown on this plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by Wagoner County and approved by the Wagoner County Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by Wagoner County and Ashleigh Park Property Owners Association, Inc., or its successors and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner, for the purpose of providing an orderly development of the property above-described, (hereinafter referred to as Ashleigh Park-Phase II), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within ASHLEIGH PARK - Phase II.

A. Water and Sanitary Sewer Service
In connection with the provisions for water and sanitary sewer services, all of the Lots in ASHLEIGH PARK - Phase II are subject to the following covenants and restrictions, to-wit:

1. The owner of each lot shall be responsible for the protection of the public water mains, public water fire lines, and of the public sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public water fire lines, and public sanitary sewer main, or storm water. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of public water main, public water fire lines, or sanitary sewer main, or any construction activity which would interfere with public water main, public water fire lines and sanitary sewer mains, shall be prohibited.

2. Wagoner County Rural Water District No. 5, or its successors, will be responsible for ordinary maintenance of the public potable water mains and water fire lines, but each owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

3. The City of Coweta, Wagoner County and Wagoner County Rural Water District No. 5, ("The Public Entities") or their successors through their 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 said underground public water lines, storm and sanitary sewer facilities. "The Public Entities", or their successors, through their 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 said underground public sanitary sewer, storm sewer, or water lines.

4. The foregoing covenants concerning public water lines, storm sewers and sanitary sewer facilities shall be enforceable by the Ashleigh Park Property Owners Association, Inc., its successors, and the owner of each lot agrees to be bound hereby.

5. All sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Coweta is the beneficiary. If any repair issues arise, the Developer shall assist the City of Coweta in coordination and facilitation with the appropriate contractor.

6. Waterlines less than 3" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

7. A ball valve will be installed in the sanitary sewer service line, between the house and the 8" sanitary sewer line. The City of Coweta Public Works Department will determine the location and the type of ball valve. The City of Coweta shall be deemed thereafter to have a definitive, permanent, effective easement on the lot, covering a five (5) foot strip extending 2.5 feet on each side of the sanitary sewer service line between the sanitary sewer main and the ball valve, and including the ball valve, for the purpose of terminating and restoring sanitary sewer service.

8. 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 property 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. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file with the Wagoner County Engineer. The property owner shall prevent the alteration of grade within the easement areas from the original contours (finish grade) or allow any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by Wagoner County, Oklahoma.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East and South lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services road crossings only as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "1" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables, electric and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main 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 such service cable, electric or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the utility supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas 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 natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.

C. The Undersigned Owner will do the following: All streets shall be graded, base material applied to surfaces paved in accordance with the current Engineering Design Standards of Wagoner County to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the County Engineer by the Owner, at his expense, and in compliance with the Engineering Design Standards of Wagoner County; interior sidewalks shall be constructed at the time of the construction of the lot improvements. The streets and storm sewer and public water fire lines, shall be maintained in good repair by the Owner for a period of two (2) years after the County's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner for a period of two (2) years after the utility provider's written acceptance of the construction.

D. Paving and Landscaping Within Easements.

The owner of lot shall be responsible for repair of damage to the property-permitted landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that Wagoner County or the supplier of the utility service shall use reasonable care in the performance of such activities.

E. Storm Sewer

1. The Wagoner County, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

3. Wagoner County, or its successors, shall be responsible for ordinary maintenance of the underground public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

4. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

5. The foregoing covenants concerning the public storm sewer system shall be enforceable by Wagoner County, or its successor, and the owner of each lot agrees to be bound hereby.

F. Reserve Areas

Reserve Areas designated for any phase of Ashleigh Park will be deeded to the ASHLEIGH PARK Property Owner's Association for storm water drainage, detention, park and green area. Maintenance of these reserve areas and maintenance of the Megan Farms stormwater detention facilities, will be the responsibility of the ASHLEIGH PARK Property Owner's Association, and the owner of each lot in all phases of Ashleigh Park.

SECTION II. DEVELOPMENT STANDARDS

A. ASHLEIGH PARK

Max Building Stories	2
Livability per D.U. (min.sf.ft.)	1,000 sf
Minimum Building Setbacks (Yard Requirements)	
Front yard abutting a public / private street	25 feet
Side yard abutting a public / private residential street	15 feet
Side yard abutting a public / private arterial street	25 feet
Rear Yards (min.ft.)	20 feet
Side Yards (min.ft.)	5 feet

B. Landscaped Area and Visual Screening.

1. All landscaping and screening shall meet or exceed the requirements of the Wagoner County Subdivision regulations.

C. Signs.

1. All signs shall comply with the setback, height, size and other requirements of the Wagoner County Zoning Ordinance.

D. Lighting.

1. Exterior light poles shall meet the requirements of Wagoner County.

2. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as may be permitted by the Wagoner County Planning Commission as part of the approved detail sign plan.

E. Fencing.

1. Fencing shall be installed in accordance with the requirements of the Wagoner County Zoning Ordinance. A 6"-0" privacy fence will be installed along the north property line.

F. Access and Circulation.

1. The Streets in this addition will be public and constructed to Wagoner County standards.

SECTION III.
PRIVATE RESTRICTIONS AND COVENANTS

A. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for the interpreting the development and construction standards contained herein. Allison Family, L.L.C., the Developer, its successors, assigns or appointees are hereafter referred to as the Architectural Committee. After sixty-five percent (65%) of the lots in the subdivision have been purchased and houses constructed, the ASHLEIGH PARK Property Owners Association, Inc., and the Developer shall form a duly elected Architectural Committee consisting of members of the Association. The Developer, Allison Family, L.L.C., shall hold a three to one (3:1) proxy vote for any of the lots it holds. This three to one (3:1) vote shall be used in all votes concerning any item that comes before the ASHLEIGH PARK Property Owners Association, Inc. including but not limited to the approval and/or disapproval of any item brought before the Architectural Committee.

B. The minimum building set-backs for dwelling units shall be as follows:

- 1. Front yard abutting a public residential street. Twenty five feet (25') unless shown otherwise on the plat.
- 2. Side yard. Five feet (5')
- 3. Rear yard. Twenty five feet (25')
- 4. Side yard abutting a public residential street. Fifteen feet (15') unless shown otherwise on the plat.
- 5. Side yard abutting a public arterial street. Twenty five (25')

Easements take precedent to the above set-backs.

C. Lot use restrictions.

- 1. No lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.
- 2. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.

D. Fence restrictions.

- 1. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum front yard set-back to an abutting street or minimum side yard set-back to an abutting street established herein and shown on the attached plat of ASHLEIGH PARK - Phase 1, and no fence or wall shall exceed six (6) feet in height above ground level.
- 2. No chain-link fences will be permitted in the subdivision.

3. All wood fences shall be constructed of #2 grade or better Cedar or Spruce.

E. Dwelling material and size restriction.

- 1. No building or dwelling unit on any lot shall be constructed with less than One Thousand (1000) square feet of enclosed living area for any single family unit, exclusive of open porches, garages, or breezeways.
- 2. No building or dwelling unit shall be erected, placed or constructed on any lot in this addition unless at least twenty-five percent (25%) of the exterior walls thereof be brick, brick veneer, stone or stone veneer, stucco-type plaster, up to the eight foot plate line. Any deviation of exterior construction materials shall be permitted only with the written consent of the Architectural Committee.
- 3. No dwelling, structure, garage, or accessory building shall have a roof pitch of less than 5 in 12 and any roof constructed of composition shingles, the shingles will be Driftwood, or equal grade shingles.

F. Antennae and aerial restrictions.

1. No exterior radio or television aerial wires or antennae shall be erected or attached on or near any structure on any lot of this subdivision.

G. Garages.

1. All houses shall have a minimum of one attached two (2) car garage conforming to the architecture of the dwelling structure, conforming to all restrictions and covenants and codes and approved by the developer of ASHLEIGH PARK - Phase 1, and the architectural committee of the subdivision.

H. Temporary structures.

1. No out-building, garage, shed, tent, trailer (i.e. any mobile or manufactured home), basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of any structure on any such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided by the builder during such construction.