



I. Accessory and out-buildings.

- 1. Accessory buildings shall conform to the dwelling structure architecture, and shall be behind a privacy fence. No accessory building shall have a roof pitch of less than 5 in 12 and similar in design to residence.
- 2. All mailboxes in the subdivision shall conform to the model as set forth by the standards committee. Such mailboxes shall be provided by the developer at developer's costs at the closing of the lot or home purchase.
- 3. Each lot shall have two 2-inch (caliper measurement) trees (not including any existing trees) per lot.

J. No truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty-eight (48) hours during any seventy-two (72) hour period.

K. Livestock and poultry prohibited: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

L. Billboards prohibited: The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property are permitted, provided they do not exceed nine (9) square feet in size.

M. Existing structures: No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots in ASHLEIGH PARK - Phase II.

N. Obstructions: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between Two (2) feet and Six (6) feet above the roadways.

O. Lot division: No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the subdivision. This shall also include any changes necessary pursuant to any municipal direction.

P. The developers of ASHLEIGH PARK - Phase III reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Wagoner County, Oklahoma.

Q. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The developer or ASHLEIGH PARK Property Owners Association, Inc. shall not be obligated to enforce any covenant or restriction through legal proceedings.

R. The Maintenance of the storm water detention facilities in Megan Farms I, and in all phases of Ashleigh Park, shall be the responsibility of the ASHLEIGH PARK Property Owners Association, Inc., and the owner of each lot in all phases of ASHLEIGH PARK.

S. A ball valve will be installed in the sanitary sewer service line, between the house and the 8" sanitary sewer main. 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 definite, 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.

SECTION IV. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association: Allison Family, L.L.C., will form the ASHLEIGH PARK PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and will form for the general purposes of maintaining the common open areas and for enhancing the value, desirability and attractiveness of all phases of ASHLEIGH PARK. The creation of this Association shall be completed by the Allison Family, L.L.C. prior to the conveyance of any lot.

B. Membership: At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the owner therefore becomes a member of the ASHLEIGH PARK PROPERTY OWNERS ASSOCIATION, INC. and membership shall be appurtenant to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

C. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. Annual assessment rates shall be established each year by the board of directors of the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment.

D. Payment of Assessments.

Owners hereby covenant and each lot owners by acceptance of a deed to a lot or lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot and shall be a continuing lien upon the lot against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

E. Delinquent Assessments.

Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot.

F. Lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

SECTION V. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment, Enforcement and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2028, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication, except those described further below where Owner has discretion to veto or amend, and except those which may be altered or canceled only with written consent of Wagoner County, a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in ASHLEIGH PARK - Phase III. Provided, however, so long as the Owner, or any equity majority owned by a current shareholder of Owner, owns a lot in ASHLEIGH PARK - Phase II, the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than all of Sections I, including "F", all of Sections II, III, B and III, Q, III, R, AND III, S, which may be altered or canceled only with the written consent of Wagoner County.

3. Enforcement. The covenants, conditions, and restrictions set forth herein, run with the land and shall be binding upon the owner/developer, their successors, assigns and all parties claiming under them, and upon the owner of every lot. If the owner/developer or the owner of any lot within the subdivision or their successors or assigns shall violate any of the covenants, conditions or restrictions, it shall be lawful for the property owners' association, or the owner of any lot in the subdivision, to maintain any action in law or equity against the person or persons violating any such covenant, condition or restriction, to prevent him or them from so doing, or to compel compliance, or to recover damages for such violations.

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 thereof as set forth herein, which shall remain in full force and effect. Any successor(s) in title to the lots within ASHLEIGH PARK - Phase III, to enforce any given restriction or covenant or condition at any time, or from time to 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.

OWNER'S CERTIFICATE AND DEDICATION

The undersigned Allison Family, L.L.C., an Oklahoma Limited Liability Company, does hereby certify that it is the record owner of the land shown on the plat of "Ashleigh Park - Phase III", Wagoner County, Oklahoma and that the plat represents a correct survey of the above described property made with consent, and that it hereby dedicates to the public the utility easements as shown which are created for the installation and maintenance of public utilities, and that it hereby guarantees a clear title to all lands dedicated from itself and its successors, heirs or assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate and executed this instrument in accordance with the requirements of final plats of Wagoner County, Oklahoma this 21 day of DECEMBER, 2018.

ALLISON FAMILY, L.L.C.  
an Oklahoma Limited Liability Company  
By: [Signature]  
Member-Manager

STATE OF OKLAHOMA }  
COUNTY OF TULSA } ss.

This instrument was acknowledged before me on this 21 day of DECEMBER, 2018, by MATEJ ALISON as Manager of Allison Family, L.L.C., an Oklahoma Limited Liability Company.

[Signature]  
Notary Public  
My commission expires: 6-6-21

CERTIFICATE OF SURVEY

I, Charles K. Howard, a Registered Land Surveyor, in the State of Oklahoma, do 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 "Ashleigh Park - Phase III", a subdivision in, Wagoner County, State of Oklahoma, and is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

[Signature]  
Charles K. Howard, RLS 297  
CA NO. 5611 EXP. DATE: 6/30/2019

STATE OF OKLAHOMA }  
COUNTY OF TULSA } ss.

The foregoing Certificate of Survey was acknowledged before me on this 21 day of DECEMBER, 2018, by Charles K. Howard, RLS No. 297.

[Signature]  
Notary Public  
My commission expires: 6-6-21



WAGONER COUNTY PLANNING COMMISSION

The undersigned Chairman of the Wagoner County Planning Commission does hereby certify that the Planning Commission duly approved the plat of "Ashleigh Park - Phase III".

[Signature] 12/26/18  
Planning Commission Chairman - [Signature] Approved Date

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat was approved by the Wagoner County Commissioners.

[Signature] 12/26/18  
Chairman Approved Date

This approval is void if the above signature is not endorsed by the County Clerk.

City Clerk

CERTIFICATE OF WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2018 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "ASHLEIGH PARK - PHASE III"

[Signature]  
WAGONER COUNTY TREASURER

WAGONER COUNTY CLERK

I, \_\_\_\_\_, Wagoner County Clerk, in and for the County and State of Oklahoma above named, do hereby state that the subdivision called "Ashleigh Park - Phase III" has been filed into Wagoner County records.

Dated the 27 day of December, 2018

Wagoner County Clerk

[Signature]  
Deputy



ASHLEIGH PARK - Phase III  
Preparation date: November 20, 2018  
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