

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS
OF
CEDAR CREEK VILLAGE
A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA, BEING A PART OF THE N1/2 OF THE NE1/4 OF SECTION 14,
TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

That Reynolds Development and Land Company, Inc. is the owner of the following described real estate in Wagoner County, State of Oklahoma:

A tract of land situated in the N1/2 of the NE1/4 of Section 14, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described by metes and bounds as follows: Commencing at the Northeast corner of said Section 14; thence S 88°43'06" W along the North line thereof a distance of 881.43 feet to the Point of Beginning; thence S01°28'29"E a distance of 995.38 feet; thence S88°45'06"W a distance of 1761.31 feet; thence N01°21'27"W a distance of 301.70 feet; thence N88°45'09"E a distance of 513.44 feet; thence N00°25'21"E a distance of 325.00 feet; thence N06°45'29"E a distance of 311.29 feet to the Southerly Right of Way line of 141st Street; thence N01°16'59"W a distance of 59.86 feet to a point on the North line of said Section 14; thence N88°43'06"E along the North line thereof a distance of 1191.71 feet to the Point of Beginning. Containing 31.70 acres, more or less.

WHEREAS, the said owner has caused the above-described property to be surveyed, plotted and staked in conformity with the plat thereon which they hereby adopt as the plat of the above-described land as Cedar Creek Village, a subdivision in Wagoner County, Oklahoma.

NOW THEREFORE, the undersigned owner does hereby dedicate for public use the street shown on the accompanying plat, and does further dedicate the easements shown on the accompanying plat for the purposes of constructing, maintaining, repairing, removing and replacing any and all telephone lines, electric lines and transformers, cable television lines, gas and water lines, together with all fittings and equipment with the right of ingress and egress to and upon said easements and rights-of-way, for the uses and purposes aforesaid. No building, structure or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

THE UNDERSIGNED OWNER, FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ENTIRE TRACT AND FOR THE FURTHER PURPOSE OF ENSURING ADEQUATE RESTRICTIONS AND COVENANTS AND FOR THE MUTUAL BENEFIT OF THE UNDERSIGNED OWNERS, THEIR SUCCESSORS AND ASSIGNS AND THE ADJACENT TRACT OWNERS, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS, LIMITATIONS AND RESERVATIONS WHICH SHALL BE BINDING UPON ALL SUBSEQUENT PURCHASERS.

SECTION 1
UTILITY EASEMENTS AND RIGHTS-OF-WAY

The owner does hereby dedicate for the public use of street rights-of-way as shown on the accompanying plat of Cedar Creek Village and further dedicates for public use rights-of-way and utility easements and depicted on the attached plat for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, cable television, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress to the easements for the uses and purposes aforesaid; provided, however, the owner hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights-of-way to provide any of the services set forth herein, including, but not limited to 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 easements depicted on the plat, for the purpose of furnishing water and/or sewer service to the area included within the plat. The owner hereby imposes a restriction on each lot owner and shall be enforceable by the City of Wagoner County, Oklahoma and the supplier of any affected utility service, that within the utility easements depicted on the attached plat, no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit utility easements, driveways, parking areas, curbing, and landscaping that does not constitute an obstruction as aforesaid.

A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. Overhead poles may be located along perimeter of the subdivision as necessary if located in utility easements for the purpose of 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 does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service. No other overhead poles may be utilized other than for exterior lighting.

2. All supply lines in the subdivision including electric, telephone and 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. Since pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easements.

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 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.

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 reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

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 the 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 and cable television or gas services, and the owner of the lot agrees to be bound hereby.

B. WATER SERVICE

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

2. Within restricted waterline easements depicted on the attached plat the alteration of grade in excess of three (3) feet from the contours existing upon completion of a public water main or any construction activity which may interfere with a public water main shall be prohibited.

3. The City of Coweta, Oklahoma shall be responsible for ordinary maintenance or public water mains, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

4. The City of Coweta, Oklahoma, or its successors shall at all times have right of access to all restricted waterline easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the water facilities owned by it.

5. The foregoing covenants concerning the water facilities shall be enforceable by the City of Coweta, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

C. GAS SERVICE

1. The supplier of natural gas service shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of natural gas facilities installed by the supplier of natural gas service.

2. The supplier of natural gas shall have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

3. The owner of each lot shall be responsible for the protection of the underground natural gas facilities located on his lot, the alteration of grade or any construction activity which may interfere with the underground natural gas facilities shall be prohibited.

4. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or his agent or contractors.

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

D. DRAINAGE EASEMENTS

1. Drainage easements designated on the plat are hereby dedicated to the City of Coweta, Oklahoma for the purpose of maintaining, repairing or replacing drainage facilities. These easements may be used for utilities according to the provisions in the Certificate of Dedication as it applies to easements except that construction and use of utilities therein shall not interfere with the use for drainage purposes.

2. No building structure, wall, fence, or above or below ground obstructions shall be constructed or placed within any drainage easement without approval of the City of Coweta, Oklahoma.

3. The owner of each lot upon which a drainage easement is situated shall be solely responsible for the maintenance of any said easement which traverses their respective property.

4. In the event the owner should fail to properly maintain the drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour therein, the City of Coweta, Oklahoma or its designated contractor may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour and the cost thereof shall be paid by the owner, or the Homeowners' Association. In the event the owner or the Homeowners' Association as the case may be, fails to pay the cost of the maintenance after completion of the maintenance and the receipt of a statement of costs, the City of Coweta, Oklahoma may file of record a copy of the statement of costs, and thereafter file a lien against the subject lot, such lien, however, shall be subordinate to the lien of any first mortgage. A lien established as above provided may be foreclosed by the City of Coweta, Oklahoma.

5. The foregoing covenants set forth in this Paragraph D shall be enforceable by the City of Coweta, Oklahoma and the owner of the lot agrees to be bound hereby.

E. SURFACE DRAINAGE

The 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. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Coweta, Oklahoma.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

Owner of the lot affected shall be responsible for the repair of damage to landscaping and paving within the utility easements which may result from necessary use for or maintenance and installation of underground water, sanitary sewer, storm sewer, electrical, natural gas, communications or telephone facilities provided, however, the City of Coweta, Oklahoma, or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. SANITARY SEWERAGE

1. Within this subdivision, sewerage is to be disposed of by the City of Coweta Sewer and Lift System.

2. The sewer service line shall be installed and maintained in accordance with the approved plans.

3. The foregoing covenants concerning sewer facilities shall be covenants running with the land, and shall inure to the benefit of and shall be enforceable by the City of Coweta, Oklahoma and the owner of the lot agrees to be bound hereby.

H. RESERVE AREAS

1. The use of reserve areas depicted upon the accompanying plat shall be limited to storm water detention and other drainage facilities, overland drainage, open space, fencing, and utilities. Reserve areas are reserved for subsequent conveyance to a homeowners' association, as set forth herein. Reserve A shall be utilized for the parking of any recreation vehicles or campers, to be used solely by the owners of lots in this subdivision, and will be on a first come, first serve basis. Also, the parking of maintenance equipment maintained by the Homeowners' Association shall be allowed in Reserve A.

2. The use of reserve areas B & C depicted upon the accompanying plat shall be limited to drainage facilities, overland drainage, open space, and utilities, and reserve areas B & C are reserved for subsequent conveyance to a homeowners' association.

I. STORMWATER DETENTION

1. The owner/developer does hereby grant to the City of Coweta, Oklahoma, and establish a perpetual easement on, over and across reserve areas B & C (hereinafter referred to as the "detention easement areas") for the purposes of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within the subdivision. The Homeowners' Association shall maintain this storm water detention area.

2. Detention, and other drainage facilities constructed shall be in accordance with standards and specifications approved by the City of Coweta, Oklahoma.

3. Detention, and other drainage facilities shall be maintained by the homeowners' association (to be formed) to the extent necessary to achieve the intended drainage and detention functions, including repair of appurtenances and removal of obstructions and siltation, and the homeowners' associations shall provide routine and customary grounds maintenance within the detention easement area which shall be in accordance with the following standards:

A. The detention easement area shall be kept free of litter.

B. The detention easement area shall be mowed during the growing season at intervals not exceeding 4 weeks.

C. In the event the homeowners' association should fail to properly maintain the detention easement area as above provided, the City of Coweta, Oklahoma, or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by the homeowners' association.

D. In the event the homeowners' association after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Coweta, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/59th of the costs.

E. A lien established as above provided may be foreclosed by the City of Coweta, Oklahoma.

J. OVERLAND DRAINAGE EASEMENTS

1. The owner/developer does hereby grant to the City of Coweta, Oklahoma and establish perpetual easements on, over and across those areas designated on the accompanying plat as "ODE" or "Overland Drainage Easement" for the purpose of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivision.

2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Coweta, Oklahoma, and plans and specifications approved by the City of Coweta, Oklahoma.

3. No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Coweta, Oklahoma, provided, however, that the planting of turf or trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the City of Coweta, Oklahoma.

4. The overland drainage easement areas and facilities shall be maintained by the owner of the land upon which the drainage easement is located at its cost in accordance with standards prescribed by the City of Coweta, Oklahoma. In the event the owner of the land over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Coweta, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the land. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Coweta, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the land of the owner. The City of Coweta, Oklahoma, or their agents may foreclose a lien established as above provided.

PROTECTIVE COVENANTS AND RESTRICTIONS

1. No building material of any kind or character shall be placed or stored upon any lot for a period greater than thirty days prior to the start of any construction, and at no time shall such material be placed outside the boundaries of the lot owner ownership. The construction period of any residence, garage, or accessory building shall be completed within nine months. During the construction period, each building site shall be kept orderly and it shall be the responsibility of the lot owner to ensure that all rubbish and construction litter be contained and properly disposed of.

2. No prefabricated, pre-assembled or modular dwelling or structure previously erected or used shall be moved onto any lot. No trailer, basement, tent, shack, garage, barn or other outbuilding type of structure shall be moved onto any lot in this development. No temporary structures will be permitted, no mobile trailer, bus, tent shack, garage, barn or other outbuilding shall ever be used as temporary or permanent dwelling or living space, or residence. This includes trailer and mobile homes.

3. No noxious or offensive trade or activity shall be carried on upon any lot in the development nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.

4. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 5 square feet advertising the property for sale or advertising the property during the construction period.

5. No business for the sale of products or services shall be conducted on property other than the sale of the property itself at any time.

6. All lots shall be used for residential purposes only.

7. No more than one residence shall be erected on any lot now shown on the plat.

8. No lot shall ever be used as a storage yard or rebuilding area for salvage or used cars; or racecars, or stock cars.

9. Trucks with tonnage in excess of 1 ton shall not be permitted to park in the street and no vehicle of any size, which normally transports inflammatory, explosive, or health hazardous cargo may be kept in this development at any time. No vehicle shall be permitted to be parked or repaired in a front yard and not longer than 5 days in a back yard unless inside of a building, then only for personal use and not for business or resale. Campers or other recreational vehicles shall be parked in Reserve A, on a first come first serve basis. All inoperative vehicles shall be kept in an enclosed garage and shall not be parked in the front yard or in the street.

10. The owner of each lot and/or residence shall keep the same free from rubbish, litter and noxious weeds. No trash or other refuse shall be openly placed on the lot or along any street therein or adjacent thereof, nor shall any trash or refuse container be constructed or placed in such a manner that it can be seen from the street or adjacent properties. Any such receptacles shall be covered in such a manner to prevent the escape of noxious odors and prevent entrance and/or exit of insect or animal life. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines or plants, which are dead, shall be removed from the property.

11. No animals, livestock or poultry shall be raised, bred or kept at any residence or on any lot. Household pets may be kept provided that they are not bred or maintained for commercial purposes and are to be confined to their lot and not allowed to roam through the subdivision.

12. All single family residences of one story in height shall have a minimum plate line height of nine feet and a minimum of 1000 square feet of living area. Any two story homes shall have a minimum of 1000 square feet of living space in the downstairs area with a minimum plate line height of nine feet and a minimum of 400 square feet of living space in the upper floor. All square footage requirements are exclusive of garage and porches and are figured on measurement over masonry of living area. All residences shall have at least a two-car garage. All residences shall have a minimum 7/12 pitch roof, except for the porches and patios. The roofs will all be constructed of Heritage II 30-year single weathered wood in color or approved equal.

13. No building or part thereof, except open porches and terraces, shall be constructed and maintained on any lot nearer to the front of the property line than the building line shown on the recorded plat of said addition, and no residence, garage, carport, or other accessory building shall be nearer than five (5) feet to any side lot line. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement.

14. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed. A minimum of 80% of the exterior wall surface of any residence shall be of brick or stone construction.

15. Areas designated on the plat as reserve areas are to be attractively landscaped with berms and assorted plants to be by the developer and turned over to the Association for maintenance. In the event the Association fails to maintain these areas in a proper and safe manner, the City of Coweta will have the right to maintain these areas and bill each member of the Association for that cost. Should payment by any member not occur, the City of Coweta and/or the Association may place a lien on the delinquent member's personal property within this Platted Area Reserve Areas in street right-of-ways are to remain part of the street right-of-way, but maintenance of all Reserve Areas remains the responsibility of the Association. The City of Coweta shall have no liability or responsibility for any loss, damages, injuries, claims or deaths that may occur as a result of the Detention Ponds located on Reserve A, B, & C. The Cedar Creek Village Homeowners' Association shall obtain and maintain a Liability Insurance Policy in an amount determined by the Homeowners' Association and agrees to indemnify the City of Coweta from such liability.

HOMEOWNERS' ASSOCIATION

16. The owner and developer of Cedar Creek Village shall be responsible for the maintenance of common areas associated with the Village Homeowners' association. Membership in the Homeowners' Association, once established, shall be mandatory to each lot owner, or part thereof in "Cedar Creek Village", but only after the initial occupancy of a home built on a lot, or part thereof, or one (1) year after the initial conveyance from the owner and developer to a lot buyer, whichever occurs first. The Homeowners' association shall be formed, and shall function according to the terms of the Articles of Incorporation, and the By-Laws. Notice of the effective date of formal establishment of the Homeowners' association shall be filed at the Office of the County Clerk, Wagoner County, Oklahoma, and indexed to the Plat of "Cedar Creek Village".

17. Dues and assessments shall be established by the Homeowners' association according to the provisions of the articles and by-laws, and the Homeowners' association shall have legal remedy for the failure of any lot owner to make timely payment of duly authorized dues or assessments. Dues of the Homeowners' association shall be termed "base dues". Base dues shall be defined as those necessary to conduct business and provide for the common good of all lot owners in "Cedar Creek Village" and they shall evenly applied. Maintenance of common areas for the common good, and they shall include the entryway feature, including trees and landscaping. Payment of dues or assessments established by the Homeowners' association shall be mandatory according to the Articles of Incorporation and/or By-Laws of the Homeowners' association. The dues will be no more than the minimum amount necessary to maintain the common areas of interest to the Homeowners' association, and to conduct the authorized business of the Homeowners' Association. Equality of dues to each lot owner is required.

ARCHITECTURAL COMMITTEE

18. Cedar Creek Village Architectural Committee will be formed to review and approve any structure to be built on any lot or part thereof, and shall also be responsible for interpreting the development and construction standards contained herein. H.E. Reynolds and Beverly Reynolds shall be the designated Architectural Committee. The committee may appoint a single additional member at a point mutually agreeable to the "Cedar Creek Village" Homeowners' Association. The Architectural Committee shall be formed consisting of members of the Homeowners' Association.

19. No building shall be erected, placed, or altered on any lot in "Cedar Creek Village" until the floor plan, exterior elevation and material and color of the building and the location and facing of such building, all of which have been drawn by a professional architect or home designer, have been approved in writing by the duly authorized Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within (30) days of receipt of such submission, such approval shall not be required and this consent shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility with the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area. The Architectural Committee shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. The powers and duties of the Committee or its designated representatives shall cease on the date that the last house is constructed on these lots. Thereafter the approval described in this covenant shall not be required unless prior to said date, or effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the powers as previously exercised by the Committee for such periods as may be specified in the instrument.

20. STEMWALLS: Concrete stemwalls shall be covered with brick, natural stone or stucco.

21. GARAGES: A garage providing space for a minimum of two and a maximum of three automobiles shall be provided on each lot. Garages shall be enclosed. Porches are not permitted. Detached garages shall conform to the architectural style of the residence, and the Architectural Committee must approve the plans.

22. RETAINING WALLS: Retaining walls shall be brick, stone or stucco. Railroad tie retaining walls are not permitted. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

23. OUT BUILDINGS: Out buildings or other permanent structures shall not be built without prior written approval from the Architectural Committee. If approved, they shall be compatible with material and style with the primary residence. The maximum size of out buildings shall be no greater than 320 square feet. No part of out building shall be constructed within five (5) feet of any property line.

24. No fencing shall extend beyond the front building line, or the side building line on a corner lot, of any residence, except as noted in Paragraph 26 below.

25. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner of the home, except as noted in Paragraph 26 below. As regards fencing on lots located in Block 5 only, a two rail wood fence with black chain will be allowed, with a maximum height of four (4) feet.

26. As regards Blocks 1, 3 and 4 only, the fences shall be wood, brick, natural stone, black wrought iron or two-rail wood with black chain link. In all lots located in Block 2, a three foot maximum height shall be allowed be placed no wider than the width of the house at a maximum of twenty (20) feet in depth from

the house (but not to be overlapping the rear easement of any such lot). The Architectural Committee shall review all fences; the Architectural Committee can make exceptions upon written approval. All fenced areas adjoining a lot will be maintained by that individual homeowner; all fences associated with reserve areas will be maintained by the Homeowners' Association.

27. POOLS: Outdoor swimming pools shall be in-ground and permanent. Children's wading or play pools of a temporary nature are permitted. Lots with swimming pools shall provide sufficient security fencing. Ancillary equipment shall be shielded from view of adjacent property owners and the street/scene.

28. LIGHTING: Exterior lighting, except temporary seasonal decorative lighting (35 days or less) and low voltage landscape lighting, is limited to non-glow bulbs or shielded fixtures.

29. ANTENNAS/SATELLITE DISHES: Outside electronic reception devices and, or satellite dishes shall not be allowed.

30. CLOTHES LINES: No exposed clothes line poles or outdoor drying apparatus will be permitted on any lots.

31. GENERAL UP KEEP: All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times. All homes will come with pre-existing landscaping, and improvements shall be maintained in good condition and in good repair at all times. All homes will be controlled by the Homeowners' Association. Any additional landscaping (beyond the initial landscaping provided) by the homeowner shall be pre-approved by the Homeowners' Association prior to the installation of such additional landscaping.

32. NOISE: Excessive noise that intrudes on the peaceful enjoyment of a residential property is not permitted.

33. FIREPLACE: All non-masonry fireplace chimneys shall have an Architectural Committee approved single style terminator cap. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.

34. SEMI-TRAILERS: Semi-trailers and semi-trailer trucks shall not be allowed, parked, or repaired anywhere within the subdivision.

35. GARAGE SALES: Garage sales shall not occur within the subdivision more than once per year on any lot.

36. FIREARM USE: No discharge of firearms, of any kind, within the subdivision will be permitted.

37. TEMPORARY STRUCTURE: No trailer, tent, garage or other buildings previously erected shall at anytime be used as a residence either temporary or permanent.

38. HOMEOWNER COMPLIANCE: Each owner shall promptly and properly comply with all federal, state, county or local laws, statutes, ordinances, rules and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.

39. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor or any successor in title to enforce any given restriction, 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. In matters pertaining to the appearance of specific homes in "Cedar Creek Village" or the overall appearance of "Cedar Creek Village" subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

40. The owner and developer of "Cedar Creek Village" reserves the right in its sole discretion and without joining any of the owners of any other lot at any time so long as it is owner of two or more lots to amend, to revise or abolish anyone or more of the above covenants and restrictions contained in this Section by instrument duly executed and acknowledged by it as owner and developer and filed in the County Clerk's office at the Court House of Wagoner County, Oklahoma. Subsequent to the formation of "Cedar Creek Village" Homeowners' Association, the owner and developer may assign the reservation to the Homeowners' Association. However, the By-Laws of the Homeowners' Association shall provide that any covenant shall not be changed or abolished unless approved by sixty percent (60%) of the members of the Homeowners' Association.

WITNESS our hand this 15th day of May, 2008.
REYNOLDS DEVELOPMENT AND LAND COMPANY, INC.
H.E. Reynolds, President
Beverly A. Reynolds, Secretary

STATE OF OKLAHOMA }
COUNTY OF WAGONER } SS
Before me, the undersigned, a notary public in and for the County of Wagoner, State of Oklahoma, personally appeared H.E. Reynolds, to me known to be the identical person who signed the name of Corp. to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth.

WITNESS my hand and seal this 15th day of May, 2008.
Notary Public
My Commission expires: 7-21-2011
My Commission No: 03003121

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, that I, Edward Seaton, a resident of Muskogee County, State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and platted into lot and block the above described property and that this plat is a true and correct representation thereof. I further certify that this plat meets the minimum standards for the practice of land surveying.

WITNESS my hand and seal this 29th day of April, 2008.
Edward Seaton
Edward Seaton, Land Surveyor 1353
STATE OF OKLAHOMA } SS
C.A. #4849 expires 6/30/2009
COUNTY OF MUSKOGEE }

Before me, the undersigned, a notary public in and for the County of Muskogee, State of Oklahoma, personally appeared Edward Seaton to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth.

WITNESS my hand and seal this 29th day of April, 2008.
Notary Public
My Commission expires: 4-14-10
My Commission No: 02004405

TREASURER'S CERTIFICATE

I hereby certify that as to all real estate involved in the plat, all taxes have been paid for 2007 as reflected on the current tax roll and that there are no taxes due for prior years, and security has been provided for 2008 as reflected on the current tax roll.

Gleis Marshall 5-29-08
County Treasurer

CERTIFICATE OF COUNTY CLERK

This plat has been filed in the office of the County Clerk, Wagoner County, Oklahoma, this 29th day of May, 2008.

2008, Book _____ Page _____
Carolyn M Kusler
County Clerk

APPROVED: Jerry Heffner
County Commissioner
5-23-08
Date: April 7, 2008
City of Coweta

Prepared By: Heartland Surveying & Mapping, PLLC
CA #4849 (expires 6/30/2009)
600 Emporia St., Ste. "C"
Muskogee, Oklahoma 74401
(918) 682-7796