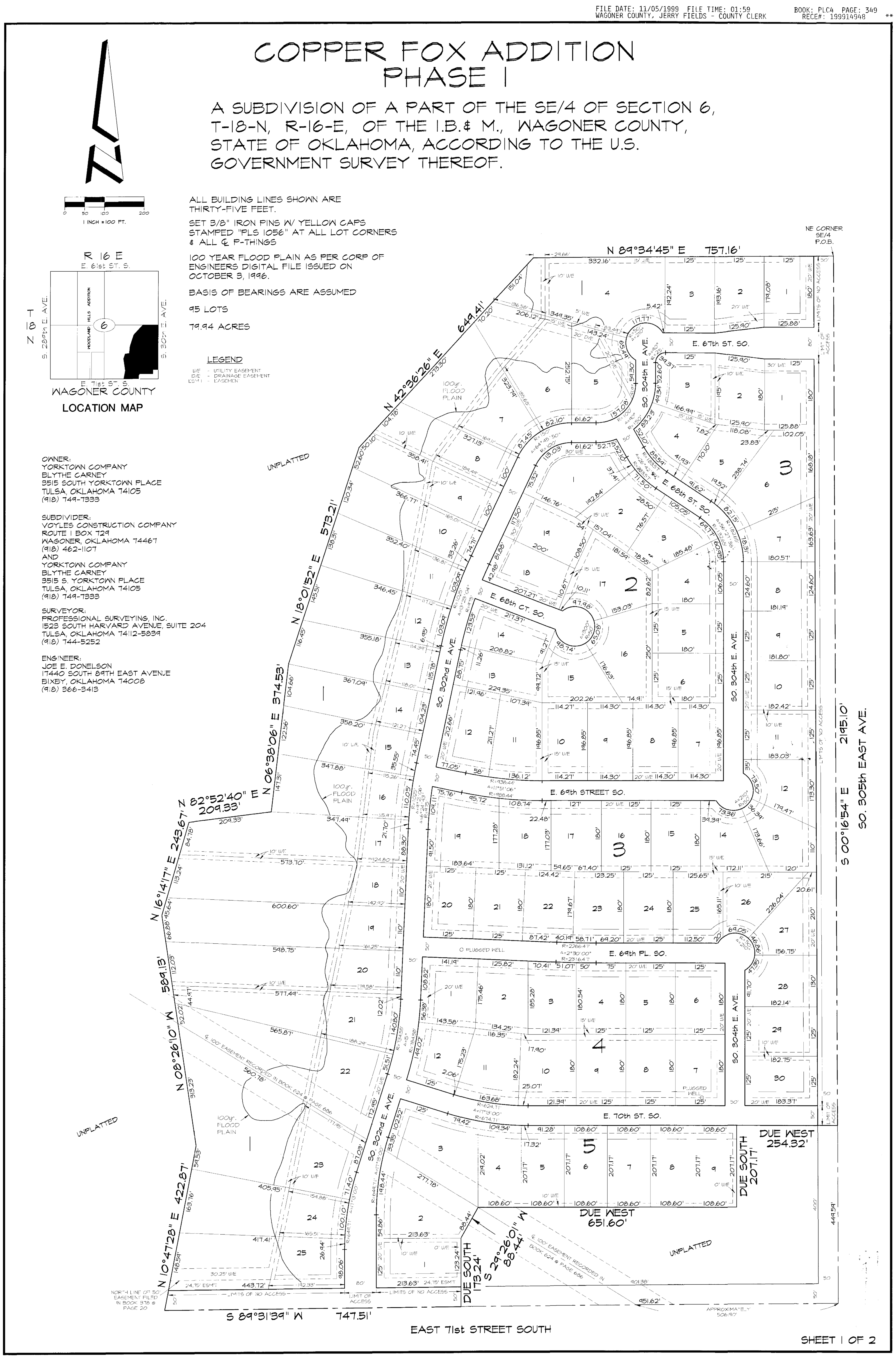
FILE DATE: 11/05/1999 FILE TIME: 01:59 BOOK: PLC4 PAGE: 349
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 199914948 **



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WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 199914948 **

COPPER FOX ADDITION
PHASE I

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, YORKTOWN COMPANY, being the owners in fee simple of the real estate and premises hereinafter described, COPPER FOX, situated in Wagoner County, State of Oklahoma, and described as follows:

PART OF THE SOUTHEAST QUARTER (SE/4) SECTION SIX (6), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE SIXTEEN EAST (R-16-E), OF THE INDIAN BASE AND MERIDIAN (I.B.& M.), WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S0°16'54"E ON THE EAST LINE OF SAID SE/4 A DISTANCE OF 2195.10; THENCE DUE WEST A DISTANCE OF 254.32 FEET; THENCE DUE SOUTH A DISTANCE OF 207.17 FEET; THENCE DUE WEST A DISTANCE OF 651.60 FEET; THENCE S29°26'01"W A DISTANCE OF 88.44 FEET; THENCE DUE SOUTH A DISTANCE OF 173.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SE/4; THENCE S89°31'39"W ON THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 747.51 FEET; THENCE N10°47'28"E A DISTANCE OF 422.87 FEET; THENCE N8°26'10"W A DISTANCE OF 589.13 FEET; THENCE N16°14'17"E A DISTANCE OF 243.67 FEET; THENCE N82°52'40"E A DISTANCE OF 209.33 FEET; THENCE N6°38'06"E A DISTANCE OF 374.53 FEET; THENCE N18°01'52"E A DISTANCE OF 573.21 FEET; THENCE N42°36'26"E A DISTANCE OF 649.41 FEET TO A POINT ON THE NORTH LINE OF SAID SE/4; THENCE N89°34'45"E ON THE NORTH LINE OF SAID SE/4 A DISTANCE OF 757.16 FEET TO THE POINT OF BEGINNING, CONTAINING 79.94 ACRES MORE OR LESS.

Have caused the described realty to be surveyed, staked and platted, and has designated the same as COPPER FOX, an Addition to Wagoner County, State of Oklahoma.

YORKTOWN COMPANY does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated.

YORKTOWN COMPANY does further dedicate for public use forever, the easements and Rights-of-Way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including: storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings ans equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and Rights-of-Way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided however, that the owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and or sewer services to the area included in said plat and to any other areas.

YORKTOWN COMPANY, desiring to establish a uniform system of development of said property and to preserve the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from the developer or remotely from any of its grantees shall be deemed to have assented thereto and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

SECTION ONE

The following covenants concerning underground electric and communication facilities, shall be enforceable by the supplier of electric and communication services and the owner of each lot agrees to be bound hereby.

1. Overhead pole lines for the supply of electric and communication services may be located in the easement ways reserved for general utility services and streets along the North, South & East lines of COPPER FOX. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Street light poles or standards may be served by underground cables throughout said addition. All supply lines shall be located underground, in the easement way reserved for general utility services and streets as shown on the attached plat.

2. Underground service cables to all houses described in paragraph (1) may be 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 suppliers of electric or communication services shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said 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.

3. The suppliers of electric and communication services, through its proper agents and employees shall at all times have right of access 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 electric facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communication facilities. The company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

6. The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the suppliers of electric and communication services, and the owner agrees to be bound hereby.

SECTION TWO

1. All lots in COPPER FOX shall be known and described as Residential Lots and shall be used for Single Family Residences and shall conform to the R-22.5 Zoning District.

2. No trailer, mobile home, or modular house shall be allowed within the addition except that the developer may use a trailer as a construction office or storage facility only during the time of construction and sales. No structure shall be used for residential purposes before the completion of said structure and its compliance with all restrictive covenants.

3. No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

4. No single story residential structure shall be erected or placed on any building plot which residence has a ground floor area of less than 2000 square feet. All square footage requirements are exclusive of garages, porches, and any basement or attic area used for storage. Footage requirements are figured on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles, in the case of two (2) story or one and one-half story dwellings, the minimum ground floor area shall not be less than 1600 square feet and the second floor area shall not be less than 900 square feet. This provision for two (2) story and one and one-half story dwellings may by modified by written approval of the architectural committee.

5. The front and two (2) sides of the exterior of all structures shall be constructed of a minimum sixty-five percent (65%) brick, stucco, or masonry; provided however, that the area of all windows and doors located in exterior walls and the area of any gable ends and fireplace chases shall be excluded in the determination of the area of exterior walls.

6. No structure previously used shall hereafter be moved onto any lot in the said addition.

7. No trailer, tent, shack, garage, barn or other out-building erected on the platted lands shall at any time be used as a residence temporarily or permanently nor shall a basement or any structure of temporary character be used as a residence.

8. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line as shown. Fences shall be six (6) foot wood privacy or chain link with wood posts and top rail. In no event shall any fence or wall exceed the height of 6.0 feet. Fences other than those listed must be approved by the Architectural Committee.

9. All roofs shall be weathered wood color or equal, no three tab shingles will be permitted. Must be heavy weight 25-year composition. The architectural committee must approve any variance in writing.

10. All residences shall have a roof pitch of at least 8/12 over 75% of the total roof area. Any roof pitch of less than 8/12 is not permitted without specific written approval of the Architectural Committee.

11. All residences must use a masonry-constructed mailbox of a design approved by the Architectural Committee.

12. An Architectural Committee will be formed to review and approve any structure (including outbuildings) to be built on any lot and shall be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall initially consist of one or more officers of YORKTOWN COMPANY, their assignees, or their successors should the project be sold prior to completion. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plans, which plot plan shows the location and facing of each building, have been approved in writing by the 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 fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall be deemed as given and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into account the nature and character of its 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 be liable for any approval, disapproval, or failure to approve hereunder, and its approval shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is herein authorized to grant the particular waiver and does so in writing.

13. No noxious or offensive trade or activity shall be conducted in any part of the property above described which may become an annoyance or nuisance to the neighborhood.

14. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided, they are not kept, bred, or maintained for any commercial purposes.

15. No buildings shall be located beyond the minimum front and side street setbacks shown on the recorded plat. In the event a building is constructed facing the minimum side street setbacks shown on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on one side of the lot and ten (10) feet on the other. Open porches, terraces, and attached fireplace structures shall be considered under this provision as part of the building. An open porch shall mean a porch that is not enclosed on the front and side so as to obstruct the view from the side of said porch.

16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. No structure, including patio covers and decks, or swimming pools of any kind shall be permitted in any utility, pipeline, or drainage easement.

18. Exterior antennas or dish type receivers shall not be erected on any residence or lot anywhere in the addition, without the approval of the Architectural Committee. Outside electronic reception devices shall be confined to the backyard, and sufficient fencing to shield its view from adjacent lot owners shall be required. However the new technology DSS satellite dishes approximately 18"- 24" in diameter or smaller, are specifically exempted from the above requirements, and may be house mounted, without being shielded from view, provided that their specific mounting locations have been approved, IN WRITING, by the Architectural Committee. The committee may require painting of said DSS systems to match exterior paint colors of the home.

19. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished. No mill finish shall be permitted.

20. Sheet metal or aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted.

21. All drives shall be concrete from the garage to the street. All types of vehicles shall be parked on concrete pad. No vehicles shall be parked on the street. Outbuildings must match the dwelling. All dwellings must have guttering and it must be color coordinated.

22. No changes to the covenants will be allowed before all lots are sold without the express written consent of the developer and the Architectural Committee.

23. Subject to the provisions of Paragraph 24 thereof, all owners of Lots shall be members of the COPPER FOX HOMEOWNERS ASSOCIATION.

24. The Architectural Committee and developer of COPPER FOX reserve the right, in their sole discretion and without joiner of any owner at any time so long as the developer owns or are owners of any lot or portion thereof, to amend, revise, or abolish any one or more of the above covenants and restriction by instrument duly executed and acknowledged by such committee and filed in the Office of the County Clerk, Wagoner County.

25. At the time any house constructed on a Lot has been sold and occupied, the owner(s) thereof shall become a nonvoting member of the COPPER FOX HOMEOWNERS ASSOCIATION. The developer shall retain all voting rights until the sale and occupancy of all forty-eight (48) lots and homes are complete; provided that the developer may relinquish voting rights to one or more individual homeowners earlier, if he so chooses. Upon the completion of sale by developer of all Lots in COPPER FOX, and the completion of construction and occupancy of the residences constructed on the same, all Lot owners will forthwith become voting members of the COPPER FOX HOMEOWNERS ASSOCIATION, and shall be entitled to all benefits set forth in the Bylaws thereof, and shall be subject to all responsibilities, rules and regulations thereof. At the time each Lot owner becomes a voting member of the COPPER FOX HOMEOWNERS' ASSOCIATION (whether by relinquishment of voting rights by the developer, of by the completion and occupancy of residences on all Lots, such owner shall thereafter pay dues to the said Homeowners' Association as required and set forth in the Bylaws thereof. Such dues shall be assessed on an annual basis, but will be prorated quarterly during the first year that the Lot owner becomes a voting member, in accordance with the following schedule, based upon the date on which such Lot owner becomes a voting member: October 1 through December 31, 100% of the annual fee; January 1 through March 31, 75% of the annual fee; April 1 through June 30, 50% of the annual fee; and July 1 through September 30, 25% of annual fee. The foregoing proration shall apply only upon admission as a voting member of the first owner of each Lot, and thereafter all dues for each Lot shall be assessed on an annual basis. The developer shall not be required to pay dues for any Lot owned by him. All owners of Lots shall be subject to the Bylaws and Articles of Incorporation of COPPER FOX HOMEOWNERS' ASSOCIATION as the same exist on this date or as they may be modified or amended in the future, according to the provisions thereof; PROVIDED, HOWEVER, that provisions of such bylaws or Articles of Incorporation shall in no way negate or modify in any way, expressly or implicitly, restrictions, conditions or covenants set forth herein and, in the event of a conflict between or among the said Bylaws or Articles of Incorporation and this Deed of Dedication and Restrictive Covenants, the terms of this Deed of Dedication and Restrictive Covenants shall control.

SECTION THREE

1. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void or unenforceable, and the same shall be thereafter construed as if such phase, clause or provision were not herein contained, and to otherwise give maximum effect to the intent hereof. The failure of the developer, or any successor in title, to enforce any given restriction, condition or covenant 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, conditions or covenants. In matters pertaining to the appearance of specific homes in COPPER FOX and the overall appearance of the COPPER FOX 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. All of the above covenants, restrictions and conditions are to run with the land and shall be binding on all parties, or persons claiming under them, until December 31, 2029, at which time said covenants shall be automatically extended for successive periods of ten years each; PROVIDED, HOWEVER, that after December 31, 2029, the then owners of a majority of all the Lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing, signed by the then owners of the majority of all Lots in said Addition, and duly filed of record in the Office of the County Clerk of WAGONER County, State of Oklahoma. However, until all Lots are sold by the developer hereof, the developer retains the right to change or amend these covenants in any way, notwithstanding the fact that such developer may own less than a majority of said Lots.

2. In the event that any person, or persons, owning a Lot or parcel within COPPER FOX, WAGONER County, State of Oklahoma, or any of their successors, grantees, leases or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a Lot or parcel within such addition shall have the right to maintain an action at law, or in equity, against the person or persons attempting to violate any of such covenants or restrictions to prevent violation thereof or to recover damages for the violation thereof, except that the developer and the Architectural Committee members shall be immune from any such action at law, or in equity, and shall not be liable for any judgment or damages, as they have acted in good faith, for the sole benefit of the community. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any other covenant or restriction, which shall remain in full force and effect.

DEPARTMENT OF ENVIROMENTAL QUALITY

I certify that I have approved the application and plans for [illegible] of COPPER FOX ADDITION, a residential development which is [illegible] at the Wagoner Office of the Department of Environ[illegible] Quality, and hereby approve said plat for the use of both pub[illegible] water and sewage systems.

Date: 8-30-99 Signed [signature]
printed Chad Keller
Environmental specialist Supervisor
Oklahoma Department of Enviromental Q[illegible]

STATE OF OKLAHOMA APPROVED [illegible] DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF OKLAHOMA APPROVED [illegible] DEPARTMENT OF ENVIRONMENTAL QUALITY

ACCEPTANCE OF PLAT

Be it resolved by the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma, that the attached plat is accepted and adopted by the Wagoner Metropolitan Area Planning Commission.

Date: 8/30/99 Signed Brenda Robertson, Clerk
Wagoner Metropolitan Area Planning Commission

WAGONER COUNTY COMMISSION

Be it resolved by the Wagoner County Board of Commissioners, Wagoner County, State of Oklahoma, that the attached plat is approved. Aproved by the Wagoner County Board of Commissoners, Wagoner County, State of Oklahoma

Date: 9-30-99 Signed Mike Cooper
Chairman, Wagoner County,
Borad of County Commissioners

WAGONER COUNTY TREASURER

I, Mary Sue Tedder, Treasurer for the County of Wagoner, State of Oklahoma, do hereby state that all back taxes have been paid on the described property.

Date: Sept. 2, 1999 Signed Mary Sue Tedder
Wagoner County Treasurer

SURVEYOR'S CERTIFICATE

We, PROFESSIONAL SURVEYING, INC., an Oklahoma Corporation, at Tulsa, Oklahoma, do hereby certify that we have carefully and accurately surveyed and platted the tract of land described above and that the above designated COPPER FOX, an Addition in Wagoner County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices and is a true and correct representation to the best of our knowledge and belief of said survey. We further certify that this Plat and the Survey on which it is based are made in accordance with the "Oklahoma Minimum Standards for the Practice of Land Surveying", adopted September 17, 1993.

PROFESSIONAL SURVEYING, INC.
C.A. # 1382, EXP. 6/30/2001
By: [signature] 8/3
R.G. Leifheit, President
Professional Land Surveyor #1056
(NOT A TRUE COPY OF THE ORIGINAL WITHOUT EMBOSSED SEAL)

IN WITNESS WHEREOF: the undersigned YORKTOWN COMPANY, an Oklahoma corporation, has caused this DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR COPPER FOX to be executed this ______ day of ____________, 1999.

YORKTOWN COMPANY, an Oklahoma corporation

BY: Blythe Carney
BLYTHE CARNEY, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

Before me the undersigned, a notary public in and for said county and state, on this 30th day of August 1999, personally appeared BLYTHE CARNEY, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and as its president acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Brenda Robertson NOTARY PUBLIC

My commission expires: 9-1-02

SHEET 2 OF 2