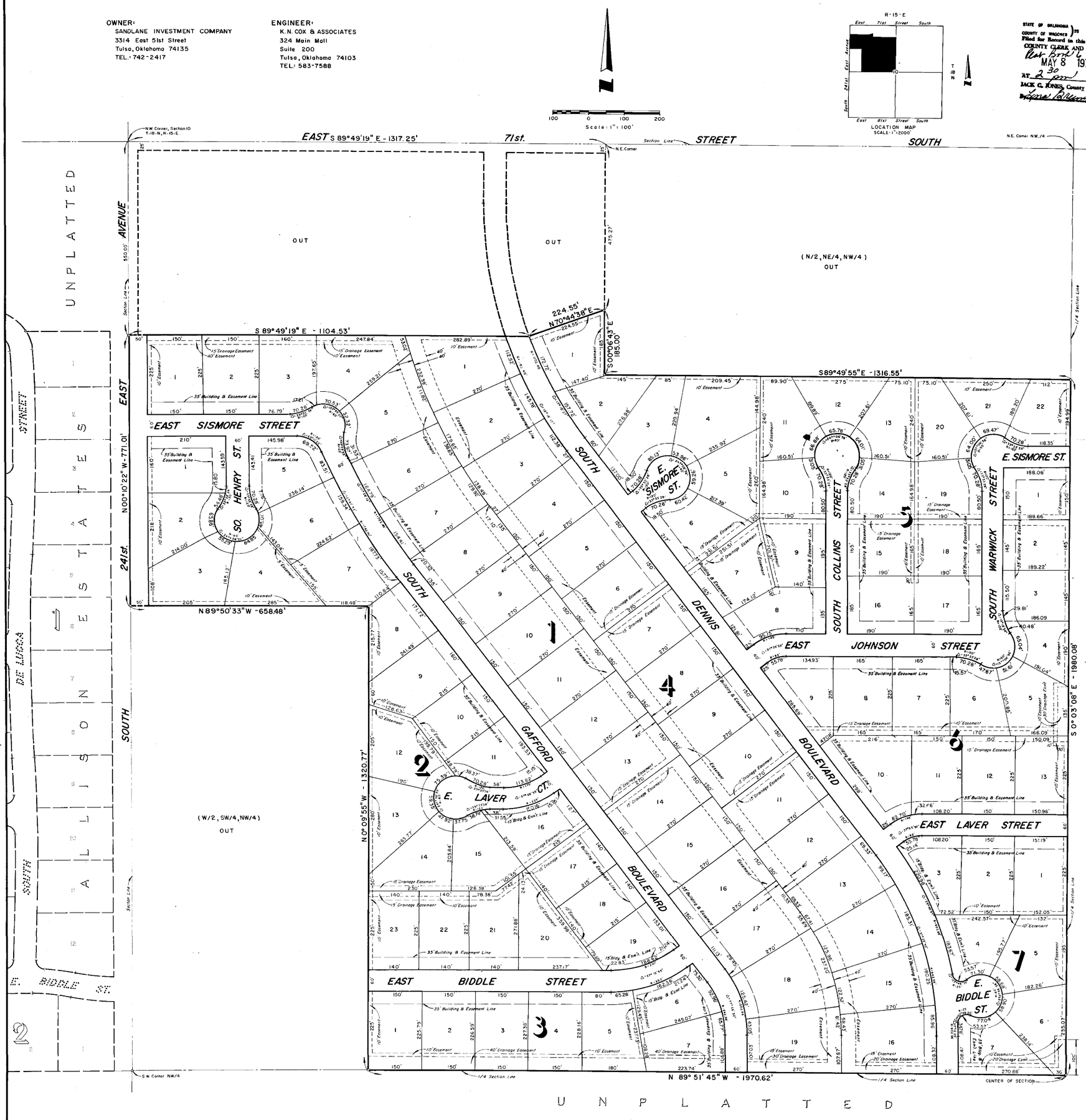
COVINGTON ESTATES

(A RE-PLAT OF ALLISON ESTATES SECOND)

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDAN IN WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
SANDLANE INVESTMENT COMPANY
3314 East 51st Street
Tulsa, Oklahoma 74135
TEL: 742-2417

ENGINEER:
K.N. COX & ASSOCIATES
324 Main Mall
Suite 200
Tulsa, Oklahoma 74103
TEL: 583-7588



STATE OF OKLAHOMA)
COUNTY OF WAGONER) SS
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED
Plat Book 6 Page 41
MAY 8 1975
AT 2:30 O'CLOCK
JACK C. JONES, County Clerk
By Lane Pettenger Deputy

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT SANDLANE INVESTMENT CO., an Oklahoma Corporation and C-L CONSTRUCTION COMPANY, INC., an Oklahoma Corporation are the OWNERS of the following described property:

A tract of land lying in the Northwest Quarter (NW/4) of Section 10, Township 18 North, Range 15 East of the Indian Base and Meridian, in Wagoner County, Oklahoma, according to the United States Government Survey thereof, more particularly described as follows:

Beginning at a point lying on the West line of said Northwest Quarter (NW/4) of Section 10, said point lying 550.00 feet South of the Northwest corner thereof; thence South 89°49'19" East and parallel to the North line of said Northwest Quarter (NW/4) a distance of 1104.53 feet to a point; thence North 70°44'38" East a distance of 224.55 feet to a point on the East line of the North Half (N/2) of the Northwest Quarter (NW/4); thence South 00°06'43" East along said East line a distance of 185.00 feet to the Northwest corner of the South Half (S/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4); thence South 89°49'55" East along the North line thereof a distance of 1316.55 feet to the Northeast corner of said North Half (N/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4); thence South 00°03'08" East along the East line of said Northwest Quarter (NW/4) of Section 10 a distance of 1980.08 feet to the center of said Section 10; thence North 89°51'45" West along the South line of said Northwest Quarter (NW/4) of Section 10 a distance of 1970.62 feet to the Southwest corner of the East Half (E/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4); thence North 00°09'55" West along the West line thereof a distance of 1320.77 feet to the Southeast corner of the West Half (W/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4); thence North 89°50'33" West along the South line thereof a distance of 658.48 feet to a point on the West line of said Northwest Quarter (NW/4) of Section 10; thence North 00°10'22" West along said West line a distance of 771.01 feet to the point of Beginning, containing 103.192 Acres more or less.

WHEREAS, the said OWNERS have caused the above described property to be surveyed, platted and staked into lots, blocks and streets in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as "COVINGTON ESTATES" an Addition in Wagoner County, Oklahoma.

AND, the undersigned OWNERS hereby dedicate for the public use the streets shown on said plat, and do further dedicate for public use the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to and upon said easements for the uses and purposes aforesaid, together with similar rights in each and all the streets shown on said plat; PROVIDED, HOWEVER, that the undersigned OWNERS hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all the public streets shown on said plat, and over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other areas.

AND, the undersigned OWNERS, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned OWNERS, their successors and assigns, and the adjacent owners abutting the tract, their successors and assigns, do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

PROTECTIVE COVENANTS AND RESTRICTIONS

1. The supply of electric and telephone service may be located underground in the easement ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement ways. Underground service cables to all houses which may be located on all lots in said Addition may 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 said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective, and exclusive right-of-way 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 of said house.
   The supplier of electric and telephone service, 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.
   The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or telephone facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
   The foregoing covenants shall be enforceable by the supplier of electric or telephone service, and the owner of each lot agrees to be bound hereby.
2. Overhead pole lines for the supply of electric and telephone service may be located along the easements as required. Street light poles standards may be served by underground cable and elsewhere throughout said Addition all supply lines may be located underground, in the easement ways reserved for general utility purposes and streets, shown on the attached plat.
3. All plans and specifications must be submitted to the developer or his duly authorized representative for written approval prior to start of construction. All permanent structures must be new construction.
4. No residence previously used shall be moved on to any homesite in this residential development.
5. All homesites on the tract shall be known and described as single family residential homesites. No structure shall be erected, altered, placed or permitted to remain on any homesite which exceeds two stories in height, and all residences must have a private garage not less than two cars attached to the residence. Any detached structures to be built on the homesite such as storage building, covered entertainment areas, etc. shall conform to the basic of the dwelling thereon, and the plans for such structure must be submitted to the developer for approval prior to start of construction. Carports, in addition to a two-car garage will be permitted only if attached to the residence.
6. The exterior of all structures erected on any homesite shall be constructed of a minimum of 65% stone or brick.
7. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.
8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.
10. No trailer, basement, tent, shack, garage, barn or other outbuilding type structure shall be moved onto any homesite in this residential development. No temporary structures will be permitted.
11. No homesite will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All homesites shall be maintained in a neat and orderly condition at all times.
12. No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than six feet.
13. All entrances from streets shall have drain tile, size approved by developer or County Commissioner of Wagoner County.
14. All individual sewer systems to be constructed according to County and State Health Department requirements.
15. There will be no less than 1500 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
16. No building shall be erected nearer to the front property line than the building line shown on the plat.
17. Prior to the construction of any residence, a drain tile of the proper size shall be installed in the roadway ditch at the drive location.

IN WITNESS WHEREOF, said SANDLANE INVESTMENT CO., an Oklahoma Corporation and C-L CONSTRUCTION COMPANY, INC., an Oklahoma Corporation have caused these presents to be executed and their corporate seal to be hereunto affixed by their corporate officers hereunto duly authorized this 2nd day of May, 1975, at Tulsa, Oklahoma.

SANDLANE INVESTMENT CO.,
an Oklahoma Corporation
By Ira E. Sanditen
IRA E. SANDITEN, President

ATTEST:
Raymond G. Feldman
RAYMOND G. FELDMAN, Secretary

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of May, 1975, personally appeared IRA E. SANDITEN, 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.

Lorraine S. Burchett
NOTARY PUBLIC

My Commission Expires: March 19, 1976

C-L CONSTRUCTION COMPANY, INC.,
an Oklahoma Corporation
By Larry L. Allison
LARRY L. ALLISON, President

ATTEST:
D. Allison
D. ALLISON, Secretary

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of May, 1975, personally appeared LARRY L. ALLISON, 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.

Lorraine S. Burchett
NOTARY PUBLIC

My Commission Expires: March 19, 1976

CERTIFICATE OF SURVEY

WE, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNERS designated above made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 2nd day of May, 1975.

K. N. COX & ASSOCIATES, ENGINEERS
By Jack C. Cox
JACK C. COX, Registered Land Surveyor

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of May, 1975, personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and 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 K. N. Cox & Associates for the uses and purposes therein set forth.

Donna Shore Zelpe
NOTARY PUBLIC

My Commission Expires: March 26, 1977

County Treasurer Endorsement and Health Department Endorsement attached to original plat filed in Plat Book 6 Page 29