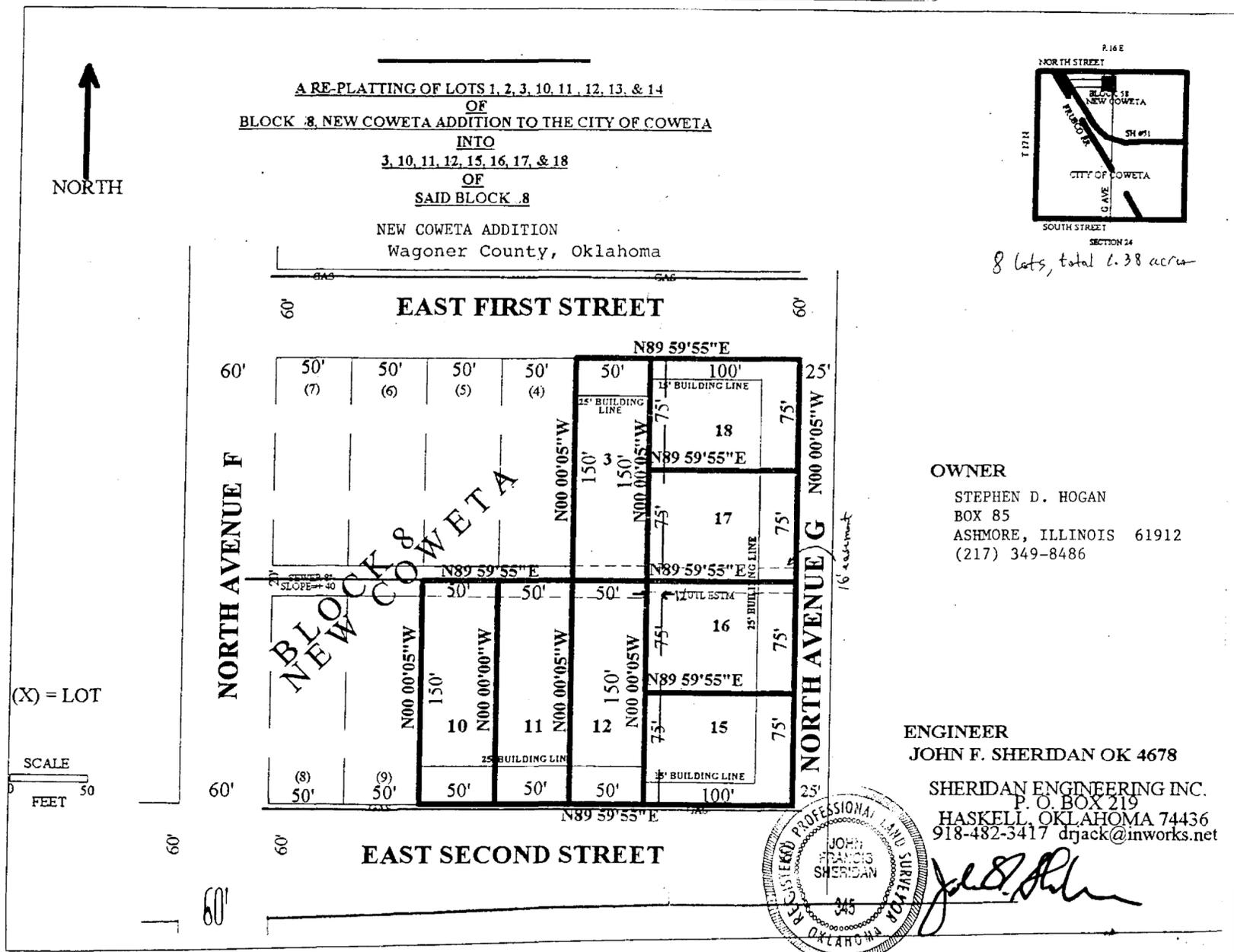


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OWNER'S CERTIFICATE AND DEDICATION

I, Stephen D. Hogan, as owner and proprietor of the real estate shown and described in the surveyor's certificate herein, to hereby certify that I have laid out, platted, and subdivided and do hereby lay out, plat, and subdivide said real estate into lots and public utility easements, as indicated upon the attached plat herein referred to. All easements for public utilities or subsequent easements to private utilities provided herein will be limited solely to subsurface use, except for meters or other necessary above-ground appurtenances.

The subdivision, known as New Coweta Addition, Block 8, lots 3, 10, 11, 12, 15, 16, 17, and 18 of the City of Coweta, Wagoner County, Oklahoma, is laid out and this plat is made, executed, and delivered subject to the following restrictions and protective covenants which will run with the land.

1. **Appearance:** Each lot, including residence, driveways, lawn, gardens, and trees, will be maintained in such a way as to preserve the attractive appearance of the neighborhood.
2. **Commercial Use:** No business or hobby of any kind is permitted in any residence or upon any lot which detracts from the residential appearance of the area.
3. **Equipment Repairs:** Repair of automobiles, motorcycles, machinery, appliances, or similar large-scale equipment is not permitted on any lot, with the exception of infrequent repairs performed by a resident on his own equipment.
4. **Refuse Disposal:** No rubbish, trash, garbage, or other waste material will be kept or permitted on any lot except in clean and sanitary containers concealed from public view.
5. **Additional Structures:** No structure, trailer, tent, shack, garage, barn or other outbuilding shall be used, maintained, or stored either temporarily or permanently on any lot at any time.
6. **Vehicles:** No truck, travel trailer, recreational vehicle, mobile home, boat, trailer, motor bike, all-terrain vehicle, pickup truck, wagon, yard equipment, golf cart, tractor, motor home, or similar equipment is permitted on any lot unless stored in the garage. All automobiles not kept or stored in the garage must be in workable and running condition.
7. **Animals:** Dogs, cats, and other common household pets are permitted if they are not kept, bred, or maintained for business purposes. No other animals are permitted.
8. **Television Receivers:** Any television satellite dish or receiver on any lot must be no larger than 36 inches in diameter and must be located out of public view at the rear of the lot. No television or radio towers or antennas are permitted on any lot.
9. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.
10. **Easements:** Easements for public utilities are reserved 10 feet in width at the rear of lots 3, 10, 11, and 12; 8 feet in width at the side of lots 16 and 17; and 12 feet in width at the rear of lots 15, 16, 17, and 18 as noted on the plat. Sewage drainage pipes for lot 15, running through the rear easement of lot 16, will be owned and maintained by the owner of lot 15;

sewage drainage pipes for lot 18, running through the rear easement of lot 17, will be owned and maintained by the owner of lot 18. In addition:

- a. The suppliers of electric, telephone, cable television, and natural gas service, through their proper agents and employees, will have right of access at all times to all such easements shown on this plat for the purpose of installing, maintaining, removing, or replacing any portion of said underground facilities so installed by them.
- b. The owner of each lot will be responsible for the protection of the underground electric, telephone, cable television, and natural gas facilities located on his property, and will prevent the alteration of grade or any construction activity which may interfere with those facilities. The companies will be responsible for ordinary maintenance of the underground facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or its agents or contractors.
- c. The foregoing covenants and restrictions concerning underground electric, telephone, cable television, and natural gas facilities will be enforceable by the suppliers of those services, and the owner of each lot agrees to be bound hereby.
11. **Term:** These covenants are to run with the land and will be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time the covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the lot owners has been recorded agreeing to change these covenants in whole or in part.

In witness whereof I, Stephen D. Hogan, as owner and proprietor of the real estate described above, have hereunto set my hand the 25 day of November, 1996 A.D.

Stephen D. Hogan
Stephen D. Hogan

I, John D. Hogan, a notary public in the state of Oklahoma, do hereby certify that Stephen D. Hogan, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this 1 day of November, 1996 A.D.

John D. Hogan
Notary Public

FINAL PLATT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLATT WAS
APPROVED BY THE COWETA CITY COUNCIL
ON 11-18-96
BY [Signature]
CITY CLERK

I, the undersigned, the duly qualified and
elected County Treasurer, of Wagoner County,
Oklahoma, hereby certify that
according to the 1996 tax rolls
the taxes on the above description are paid

[Signature]
County Treasurer