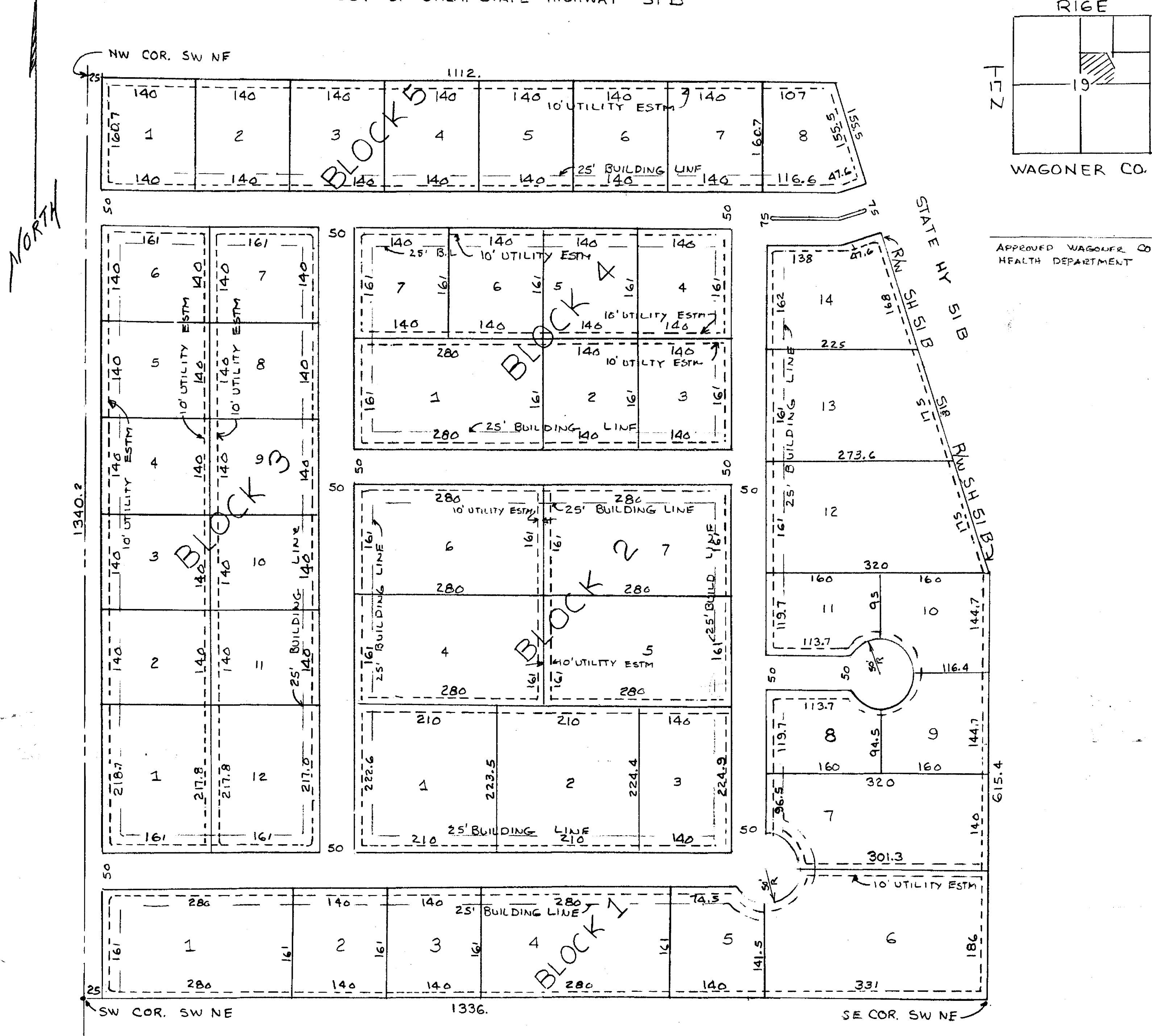


COLLETA HEIGHTS

A SUB-DIVISION OF THE SW NE OF SECTION 19
 T17N, R16E WAGONER CO. OKLA LYING SOUTH &
 WEST OF OKLA. STATE HIGHWAY 51B

The Oklahoma State Department of Health certifies
 that this plat is approved for the construction of
 (Individual) (Public or Individual) sewage disposal systems.
 SIGNED Wagoner B. P. S. Date 11-4-77
 Wagoner County Health Department



CERTIFICATE OF DEDICATION & RESTRICTIVE COVENANTS

Know all men by these presents:
 That Dennis C. Geneva and Georgia N. Geneva are the owners of the following described property:

That part of the SW NE of Section 19, T17N, R16E, Wagoner County, Oklahoma, lying South and West of the Railroad RW containing 37.88 acres, more or less.

That the owners of the above described property have caused the same to be surveyed, staked and platted into lots, streets and utility easements and have the same to be named and described as "COLLETA HEIGHTS" a subdivision in Wagoner County, State of Oklahoma according to the recorded plat thereof, and hereby dedicate for the Public use hereover the streets and shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated and for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate development of the entire tract so do dedicate the following covenants. The restrictive covenants are for the benefit of the present owners and to the successors in title and that the owners impose the following restrictions and create the following easement to which it shall be incumbent to our successors to adhere.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1977, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate such covenant, and either to prevent him or them from doing so or to recover damages or other uses for such violation. Invalidation of any of the other provisions shall leave the remaining provisions in full force and effect.

- Each lot may be used for only one single family dwelling.
- No building or structure shall be located nearer to the front line nor nearer the side street than the building lines shown on the above plat and in any event, no building shall be located nearer than five(5) feet to any side lot line.
- No residence or structure shall be erected on any building plot which has area less than that shown on the above plat. No lot may be subdivided. All homes shall be completed within six months.
- No noxious trade or activity shall be carried on, or upon any lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No part of the property described in said plat shall be used for the maintenance, care or raising of swine, poultry, cattle or horses. No commercial business of any kind or nature shall be conducted on the described property.
- No mobile-home will be allowed on any lot at any time.
- No trailer or basement, tent, shack, garage, barn, or other out-building erected in this tract shall at any time be used as a residence, either temporarily, or permanently, nor shall any structure of a temporary nature or character be used as a residence.
- No dwelling shall be erected on any lot where the living area exclusive of open porches and garages is less than 1400 square feet and the interior surface of all family dwellings shall be at least 90% stone or brick. Garages shall be 2-car.
- No structure previously used shall be moved onto any lot in this addition.
- A small out-building will be allowed, but construction must either be in conformity with dwelling architecture or a unit built by a commercial firm for that purpose.
- No dumping of any kind will be allowed on any lot of the above subdivision.
- No lot shall be used as a storage yard or re-building area for salvage cars.
- The undersigned OWNER further dedicates to the Public use forever the easements and right-of-way as shown and designated on the accompanying plat for the several purposes of construction, maintenance, operation, repairing, moving and replacing any and all public utilities including storm sewers, sanitary sewers, telephone lines, together with the right of ingress and egress upon said easements and right-of-ways for the uses and purposes aforesaid, together with similar rights in each and every street shown on above plat. Said dedication to the public and utility includes electric lines and transformers, gas lines and water lines. Provided also that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relaying over and under, across and along all of the public streets shown in the above plat, and over and across and along all strips of land included within the easements shown thereon, with for the purpose of furnishing water and or sewer service to the area included in the above plat and to any other area.

- All individual sewer systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Departments. There are restrictions on two lots. Only the West 100 feet of Lot 2, Block 2; and the West 100 feet of East 100 feet of Lot 1, may be used for septic systems.
- Underground Utilities (if applicable)
 - Overhead pole lines for the supply of electric service may be located along the South and North line of the addition. Street lights or standards may be served by underground cable and elsewhere throughout said subdivision all supply lines shall be located underground, in the easement-ways for general utility service and streets, shown on the above plat. Service pedestals and transformers as sources of supply of secondary voltage, may also be located in said easement-ways.
 - Underground services and cables to all houses may be located on all lots in said addition and may be run from the nearest service pedestal on the 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 installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite permanent, effective and exclusive right-of-way easement on said lot, covering a live 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.
 - The supplies of electric and telephone service, through their proper agents and employees, shall at all times have right-of-way excess to all easement-ways shown on said plat, or provided for on this deed of dedication for the purpose of installing, maintaining, removing or replacing and portion of said underground electric facilities so installed by it.
 - The owner of each lot shall be responsible for the protection of underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and telephone facilities. Repairs or cost or relocation required by violation of this covenant shall be paid by the owner of the lot.
- The OWNERS reserve the right to approve all construction and house plans, in witness whereof, the OWNERS have caused these to be executed this 4th day of Nov. 1977.

Dennis C. Geneva
 Dennis C. Geneva
Georgia N. Geneva
 Georgia N. Geneva

State of Oklahoma
 County of Wagoner
 Before me, the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this 4th day of Nov. 1977, personally appeared Dennis C. Geneva and Georgia N. Geneva to me known to be the identical persons who subscribed the names as the makers thereof to the foregoing instrument and as its owners, acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.
 My commission expires 2-10-81
Virginia A. Howell
 Notary Public

John F. Sheridan, a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property, and do hereby state that said survey is correct to the best of my current knowledge.
John F. Sheridan
 John F. Sheridan LS 345

I hereby certify that the 1976 and back taxes have been paid on the above description. \$7,700 deposited in Escrow No. 6, as of 11.4.77 for 1977 taxes.
Robert J. Roberts
 Wagoner County Treasurer