DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That REGENCY PARK, INC., an Oklahoma Corporation, hereinafter referred to as the "Owner" of the following described land in the City of Coweta, Wagoner County, State of Oklahoma, to-wit:

A tract of land situated in the NW/4 NE/4 NW/4 and the S/2 NE/4 NW/4 and the SE/4 NW/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Northwest corner of said NW/4 NE/4 NW/4; thence S1°05'27"E Legal (S1°11'57"E Actual) along the West boundary of said NW/4 NE/4 NW/4 and the S/2 NE/4 NW/4 a distance of 1216.76 feet Legal (1217.12 feet Actual); thence S82°05'57"E a distance of 180.51 feet; thence N70°34'36"E a distance of 50.00 feet; thence N19°26'23"W a distance of 0.00 feet; thence Northeasterly on a curve to the right, having a radius of 130.00 feet, a central angle of 24°04'05", for a distance of 54.61 feet; thence N4°38'42"E a distance of 18.09 feet; thence S85°21'18"E a distance of 115.00 feet; thence S62°53'46"E a distance of 293.41 feet; thence S80°39'23"E a distance of 268.72 feet; thence S62°41'29"E a distance of 80.56 feet; thence S55°13'08"E a distance of 50.00 feet; thence N34°46'52"E a distance of 0.00 feet; thence Northeasterly on a curve to the right, having a radius of 700.00 feet, a central angle of 6°57'41" for a distance of 85.05 feet; thence Northeasterly on a curve to the left, having a radius of 450.00 feet, a central angle of 5°09'57" for a distance of 40.57 feet; thence S53°25'23"E a distance of 75.32 feet; thence S88°08'19"E a distance of 211.91 feet, to a point in the East boundary of said SE/4 NW/4; thence N1°18'27"W along the East boundary of said SE/4 NW/4 and the S/2 NE/4 NW/4 a distance of 727.54 feet, to the Northeast corner of said S/2 NE/4 NW/4; thence S88°45'35"W along the North boundary of said S/2 NE/4 NW/4 a distance of 659.97 feet, to the Southeast corner of said NW/4 NE/4 NW/4; thence N1°15'12"W along the East boundary of said NW/4 NE/4 NW/4 a distance of 660.41 feet, to the Northeast corner of said NW/4 NE/4 NW/4; thence S88°45'02"W along the North boundary of said NW/4 NE/4 NW/4 a distance of 659.35 feet, to the Point of Beginning, containing 29.3876 Acres, more or less,

and has caused the same to be surveyed, staked and platted into blocks, lots and streets, and has designated the same as CROSS CREEK, a subdivision in the City of Coweta, County of Wagoner, State of Oklahoma (the "Subdivision").

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.

2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating or repairing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the OWNER hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and access for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

4. The Owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

5. The foregoing covenants concerning streets and easements shall be enforceable by the City of Coweta, and the owner of each lot agrees to be bound hereby.

6. The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the subdivision adjacent to East 111th Street South within the bounds designated on the attached plat as "Limits of No Access", which "Limits of No Access" may be modified, amended or released by the City of Coweta, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning limits of no access shall be enforceable by the City of Coweta, and the Owner of each lot agrees to be bound thereby.

B. Underground Electric, Telephone and Cable Television Services:

1. Overhead lines for the supply of electric, telephone and cable services may be located along the North and West boundaries of the Addition. Elsewhere throughout the Subdivision, all supply lines shall be located underground in the easement ways reserved for general utility services and in the street right-of-way shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located on each such lot; PROVIDED, that upon the installation of such a service cable to a particular structure, the supplier of electric, telephone or cable television services shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot covering a five (5) 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 the structure.

3. The supplier of electric, telephone or cable television services, through its proper agents and employees, shall at all times have right of access to all such easements shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone or cable television facilities so installed by it.

4. The Owner of each lot shall be responsible for the protection of the underground electric, telephone or cable television facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone or cable television facilities, but the owner of a lot will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the electric, telephone and cable television services, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of three (3) feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited.

3. Wagoner County Rural Water District No. 4 or its successor shall be responsible for ordinary maintenance of public water and sewer mains, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner, or agents or contractors of the Owner.

4. The City of Coweta or its successors, through its proper agents and employees shall at all time have right of access with their equipment to all such easement-ways shown on the plat, or provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of the underground water and sewer facilities.

5. The Owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such Owner's lot; PROVIDED, HOWEVER, the City of Coweta shall use reasonable care in the performance of such activities.

The foregoing covenants concerning water easements and services shall be enforceable by Wagoner County Rural Water District No. 4, and the Owner of each lot agrees to be bound hereby.

The foregoing covenants concerning sewer easements and services shall be enforceable by The City of Coweta, and the Owner of each lot agrees to be bound hereby.

For the purpose of providing orderly development for the entire tract, and for further purposes of providing adequate restrictive covenants for the mutual benefit of the undersigned OWNER and its successors in title, and the County of Wagoner by the subdivision of said tract, hereinafter referred to as lots, OWNER does hereby impose the following restrictions and reservations and creates the following easements to which it will be incumbent upon its successors and assigns to adhere, to-wit:

PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 2019, at which time said covenants shall be automatically extended for successive periods of ten (10) years; PROVIDED, HOWEVER, after December 1, 2019, the then Owners of a majority of all the Lots in said addition may change or vacate these covenants, whether in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said addition and duly filed of record at the office of the County Clerk of Wagoner County, Oklahoma. Not withstanding the above, these covenants may be amended by a vote of the owners of Eighty Five (85) percent of the Lots in said Addition.

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, persons or entity owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation.

Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the Subdivision shall be single family residential lots.

B. No structure which exceeds two stories in height shall be placed, erected, altered or permitted to remain on any building lot, except by the specific permission of the Design Committee.

C. All single family residences must have a private garage for not less than two cars attached to the residence. Glass in overhead garage doors will not be permitted.

D. No dwelling shall have a roof pitch of less than 8" in 12", except by specific approval by the Design Committee. Other flat roof areas not to exceed 20% of the total roof area may be allowed with the specific approval of the Design Committee.

E. No building or parts thereof, except porches and terraces, without covers, shall be constructed and maintained on any lot nearer to the front or side street lot lines than the twenty five (25) feet building lines established on the recorded plat of said addition, or nearer than five (5) feet to any side lot line, and having a total side yard of not less than fifteen (15) feet. Minimum distance between buildings is to be fifteen (15) feet. All garages, tool sheds, hobby rooms, etc. shall be made a part of the dwelling. Satellite dishes larger than 24" shall be prohibited, except by specific approval in writing by the Design Committee, with all the screening and placement requirements of the Committee set out in that approval.

F. All houses, garages and buildings of any kind must have a roof covering of wood colored asphalt or fiberglass. Shingles of the weight of the shingle commonly known as Tamko Heritage II, and with a 25 year or more life rating, or other roof covering which must be approved in writing by the Design Committee.

G. No dwelling shall be erected on any lot, the ground floor of the main structure of which, exclusive of open porches and garages, is less than One thousand seven hundred fifty (1,750) square feet in area for a one story dwelling nor less than One thousand two hundred fifty (1,250) square feet on the ground floor of a one half story or two story dwelling. Total footage in a one and one half story or a two story dwelling must total no less that One thousand seven hundred fifty (1,750) square feet.

H. The exterior walls of a single story dwelling shall be 100% masonry, exclusive of windows, doors and features allowed by the Design Committee. The exterior walls of a one and one half story or two story or a two story dwelling shall be 100% masonry for the first floor to plate height, except for windows, doors and features allowed by the Design Committee as noted above.

I. Boats, trailers, campers, motor homes, inoperable vehicles, or other recreational vehicles shall not be stored on any lot for a period exceeding 48 hours if they are in view from the street or from adjacent property, except that a contractor may use a trailer as a construction office only during the time of construction.

J. No more than one structure shall be erected upon any lot as now platted.

K. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood: 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. No exotic animals as defined in the City of Coweta ordinances will be allowed.

L. No modular or mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently.

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M. No structure previously used or erected shall be moved onto any lot.

N. 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 sight triangle area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitation 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. On corner lots, no fence shall be extended beyond the twenty five (25) foot building line.

O. Before obtaining a building permit from the City of Coweta, the following requirements and procedures must be followed: No building, fence, wall, swimming pool or any type structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the Design Committee shall have been submitted to, and approved in writing by the Committee. In passing on such plans, specifications, plot plans and grading plan, the Design Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the Committee within 21 days of the submission of said plans, then, in such case, said plans shall be deemed approved. In the event of approval by default, it remains the responsibility of the property owner to adhere to the requirements of the covenants as regards construction requirements. The members of the Design Committee shall be three: N. D. Henshaw, Blaine D. Henshaw and Barbara F. Henshaw or their duly authorized representatives. Any two members of the Design Committee may grant approval. In the event of death or resignation of any of the Committee, the remaining members shall have authority to designate a successor. The members of the Committee reserve the right to dissolve the Committee by a simple majority vote. In the event of such dissolution, architectural and design approval shall rest in the Board of Directors of the Cross Creek Owners Association, Inc. if such organization is then in existence. The Design Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading or drainage or code violation.

P. Retaining walls may be constructed of #2 grade railroad ties, brick or stone, upon approval of the Design Committee.

Q. No fences will be allowed without a finished side exposed to the street or to other abutting property. If a finished side is proposed for interior facing, the fence will require double facing. No fence will be built nearer to the front or side street lot lines than the Twenty five (25) foot building lines established on the recorded plat of the addition.

OWNERS ASSOCIATION

The Owner has formed Cross Creek Owners Association, Inc. (Hereinafter referred to as the Association), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of owning and maintaining the common areas and reserve areas within the subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the subdivision.

The Association will determine what uses can be made of the common areas and reserve areas which are designated on the Plat, and will determine by whom these areas can be used, PROVIDED, HOWEVER, that the Association can be overruled by the City of Coweta.

Membership:
Every person who, or entity which is the Owner of a lot in the subdivision shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot in the subdivision shall constitute acceptance of membership in the Association as of the date of recording of the deed.

Covenant for Assessments:
The Owner and each subsequent Owner of a lot in the subdivision, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment for the maintenance of common areas and reserve areas within the subdivision, the entrance and borders, enhancing the value, desirability an attractiveness of the subdivision, and for such other purposes as the Board of Directors shall, from time to time, determine. An assessment not paid when due will constitute a lien on the lot so assessed. The lien of the assessments herein provided for will be subordinate to the lien of any first mortgage.

Certain Rights of the Association:
Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot owner, the City of Coweta and the supplier of any utility or other service within the subdivision, and shall have the right to enforce these covenants and agreements.

Voting Rights of the Association:
The Association shall have two classes of voting membership:

Class A: All Owners with the exception of the Developer/Owner, Class A members will be entitled to one vote per platted lot owned.

Class B: The Developer/Owner, Class B member shall be entitled to three votes per platted lot owned. Class B membership will cease and be converted to Class A membership:

1. When the total entitled votes of Class A membership equal the total entitled votes of Class B membership, or

2. On December 31, 2003, whichever occurs first.

RESERVES AND/OR COMMON AREAS

Any improvement or construction in these areas will be subject to the prior approval by the City Engineer for the City of Coweta.

In the event Reserves or Common Areas are not properly maintained, the City of Coweta or its contractors may enter upon said Reserves or Common Areas, perform such maintenance and bill the Owners Association for same.

WITNESS my hand this 24th day of May, 2000.

REGENCY PARK, INC.,
an Oklahoma Corporation

ATTEST: (S E A L)

Secretary

By: Blaine D. Henshaw
Blaine D. Henshaw, President

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May, 2000, personally appeared BLAINE D. HENSHAW, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Elaine W. Henry
Notary Public

My Commission Expires: January 7, 2002

CERTIFICATE OF SURVEY

I, JACK C. COX, of Cox & Associates, Inc., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying Plat designated herein as "CROSS CREEK", a subdivision in the City of Coweta, Wagoner County, State of Oklahoma, is a representative of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

JACK C. COX, Registered Professional
Land Surveyor No. 531

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me on this 23rd day of May, 2000, by JACK C. COX.

Elaine W. Henry
Notary Public

My Commission Expires: January 7, 2002

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