

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HIGHWAY 51 GROUP, INC., Oklahoma Corporation, is the owner in fee simple to the following described property in the City of Coweta, Wagoner County, Oklahoma:

A tract of land situated in the SW/4 of Section 26, 18-N, R-15-E, with an assumed bearing of north, being more particularly described by Charles K. Howard, PLS 297,
Commencing at the NW corner of the SW/4 of Section 26, 18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma; thence S 88°14'27"W along the East right of way of a distance of 851.22 feet; thence S 42°16'02"E a distance 1489.57 feet; thence S 26°31'50"E a distance of 362.10 feet to the point of beginning; thence continuing S 62°51'50"E a distance of 282.83 feet to a point being 24.72 feet North of the South line of said Section 26; thence S 88°47'49"W a distance of 829.36 feet; thence N 29°49'39"W along the East right of way of Oklahoma State Highway #51 a distance of 55.79 feet; thence N 6°01'21"E a distance S 6°01'21"E; thence N 29°49'39"W a distance of 180.00 feet; thence S 60°36'11"W a distance of 282.83 feet to a point on the East right of way of Oklahoma State Highway #51; thence N 29°49'39"W along the East right of way of Oklahoma State Highway #51 a distance of 563.07 feet; thence N 6°01'21"E a distance of 282.83 feet; thence N 29°49'39"W a distance of 163.90 feet; thence N 65°09'54"E a distance of 220.11 feet; thence N65°06'26"E a distance of 111.79 feet to the point of beginning, and containing 12.625 acres, more or less.

HIGHWAY 51 GROUP, shall be referred to in the Deed of Dedication as the OWNER, OWNER, AND OWNER, as the case may be, and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets in conformity with the accompanying plat, and has designated the same as "COWETA51 ADDITION", on Addition to the City of Coweta, Wagoner County, Oklahoma (hereinafter sometimes referred to as the "Subdivision"). I, hereby dedicate to the City of Coweta, its successors and assigns, all easements and rights-of-way as shown on this plat and do hereby guarantee clear title to all lots that are dedicated for the purpose of providing an orderly development of the entire tract.

SECTION 1. PUBLIC COVENANTS

A. EASEMENTS AND UTILITIES

The OWNER hereby dedicates to the public the utility easements designated as "U/E" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or any other 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, manholes 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 for the use and maintenance thereof. The Owner reserves the right to construct, maintain, operate, lay and repair or replace water lines and sewers within the property of the property owner, together with the right of ingress and egress for such construction, maintenance, operation, laying, repairing and re-laying over, across and along all of the utility easements depicted on the plat for the purpose of furnishing water and/or sewer services to areas depicted on the plat. The owner herein proposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Coweta, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure, or other obstruction that obstructs or interferes with stated uses and purposes of the utility easements shall be placed, erected, installed or maintained, provided nothing herein shall be deemed to prohibit drains, sidewalks, parking areas, curbing, landscaping and customary screening and fences which do not constitute an obstruction.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- The owner of any lot shall be responsible for the protection of the public water main, sanitary sewer mains, and storm sewers located on the owner's lot.
- Within utility easements, water line, sanitary sewer and drainage easements depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer, or any construction activity which, in the judgment of the City of Coweta, would interfere with public water mains, sanitary sewer mains, or storm sewers shall be prohibited.
- The City of Coweta, Oklahoma, or other utility provider as the case may be, or their successors, shall be responsible for ordinary maintenance of public water systems, sanitary sewer mains, but the owner shall pay for damage or relocation of water, sanitary sewer, or storm sewer by acts of the owner, his agents and/or contractors. Storm sewers will be privately maintained.
- The City of Coweta, Oklahoma, or other utility provider as the case may be, or their successors, shall at all times have right of access to all utility easements, water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of water or sanitary sewer facilities. The surface area of any utility easement shall be maintained by the lot owner.

The covenants set forth in this subsection B shall be enforceable by the City of Coweta, Oklahoma, or other utility provider, as the case may be, their successors, and the owners of each lot agrees to be bound by these covenants.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

The owner of any lot depicted on the accompanying plat shall be responsible for the repair damage to landscaping and paving occasioned by installation or necessary maintenance of water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, or otherwise provided for in this deed of dedication, or its successors, or the supplier of the utility service, shall use reasonable care in the performance of such activities.

D. BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY RESTRICTIONS

No Building Permit for a building within the Subdivision shall be issued by the City until the Owner shows that the required public and private infrastructure (including streets, roadways, drive aisles, water, sanitary sewer, storm sewer and

storm water detention systems) serving the Subdivision have been completed and approved by the City, and in the case of public infrastructure, accepted by the City, along with a maintenance plan for the public infrastructure. A Temporary Block 1 only, a building permit may be issued prior to such a showing. No Certificate of Occupancy for a building within the Subdivision shall be issued by the City until the construction of the public and private infrastructure (streets, roadways, drive aisles, water, sanitary sewer, storm sewer and storm water detention systems) serving the Subdivision has been completed and approved by the City, and in the case of public infrastructure, accepted by the City, along with a maintenance bond.

Notwithstanding the foregoing, the City may authorize the phasing of the construction of infrastructure within the Subdivision. A Certificate of Occupancy, a Temporary Certificate of Occupancy, for a building within an authorized phase may be issued upon the completion, approval, and in the case of public infrastructure, acceptance by the City, of the infrastructure serving the particular phase. The City's approval of private infrastructure shall be evidenced by a document executed by the City Engineer or other official of the City. The City of Coweta. The City's approval shall be evidenced by a document executed by the Mayor of the City of Coweta (the City's Acceptance of Infrastructure) and filed in the records of the Wagoner County Clerk. At the City's discretion, the City may require and accept a performance bond for private and public infrastructure. For Lot 1, Block 1, building construction occurring prior to City approval of private infrastructure and prior to recording of the City's Acceptance of Infrastructure shall be at the risk of the owner of the lot, notwithstanding the issuance of a building permit.

E. STREET AND EASEMENT DEDICATIONS

The dedication of easements and infrastructure to the public, contained in this Section 1, shall not take effect until a separate instrument titled "Formal Acceptance" or a similar instrument, formally accepting the dedications and infrastructure is recorded by the City of Coweta on behalf of the public in the land records of the Wagoner County Clerk. The City's approval of the dedication herein, necessary for the installation by private utilities of their facilities, i.e., electric, gas, telephone, cable, and elsewhere throughout the subdivision, and all of the lot owners. RESERVE "A" AND "B" on the accompanying plat, is hereby established for the purposes of collecting and discharging storm water runoff and shall be the mutual access and benefit of the owners and occupants of all properties within the Subdivision.

F. UTILITY SERVICE

- Overhead lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable, and elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground, unless otherwise specifically designated on the accompanying plat. Service pedestals and transformers, as depicted on the accompanying plat, may also be located in general utility easements.
- Underground service cables and gas service lines to all structures within the subdivision may be extended from the nearest gas main, service pedestal or transformer to the lot and/or structure. The City of Coweta, Oklahoma, or construction of such structure upon the lot, provided upon installation of a service cable or gas service line to a particular structure, the supplier of service shall thereupon be deemed to have a definitive, permanent, effective and non-exclusive easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- The supplier of electric, telephone, cable television and gas service, through its agents and employees, shall at all times have the right of access to all utility easements shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
- The owner of any lot shall be responsible for the protection of the underground service facilities located on the owner's lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of underground facilities, but the owners of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or the owner's agents or contractors.
- The covenants set forth in this subsection shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of any lot agrees to be bound by these covenants.
- GAS SERVICE
- The supplier of gas service through its agents and employees shall at all times have the right of access to all utility easements, water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing, or replacing any portion of the facilities installed by the supplier of gas service.
- The owners of any lot shall be responsible for the protection of the gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the owners shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot or its agents or contractors.
- The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

H. SURFACE DRAINAGE AND STORM WATER CONVEYANCE

Each lot shall receive and drain, in an unobstructed manner, the stormwater from lots and drainage areas of drainage areas of the City of Coweta, Oklahoma, or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the owners lot. The covenants set forth in this subsection shall be enforceable by any affected lot owner and by the City of Coweta, Oklahoma.

I. ROOF DRAIN REQUIREMENTS

The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the Property Owners Association, that buildings constructed on all lots, shall each have roof drains designed and constructed to discharge stormwater runoff to the storm water drainage, detention and storm sewer system.

J. MUTUAL ACCESS EASEMENT AND MUTUAL ACCESS/UTILITY EASEMENT

The Owner hereby grants and establishes perpetual non-exclusive mutual access easements and mutual access/utility easements depicted on the accompanying plat as "Mutual Access Easement" and "Mutual Access/Utility Easement" for the purposes of permitting the owners of all lots, their grantees, tenants, invitees, guests, successors, and assigns to have vehicular, pedestrian and private utility access and passage within the subdivision and to and from the public streets adjacent to the subdivision, on and across the areas within lot subject to the mutual access/utility easement. The mutual access easement and mutual access/utility easement shall be for the sole and exclusive use and benefit of the owners of all lots within the subdivision and their grantees, tenants, invitees, guests, successors and assigns and shall be appurtenant to the ownership of each lot. Governmental agencies and the suppliers of utility services, including Federal, State, County and City agencies, and including police and fire departments, emergency medical services and other emergency medical services and other emergency response services to the Subdivision shall have the use of such easements for vehicular and pedestrian access to the lots within the Subdivision.

The mutual access easement and the mutual access/utility easement as designated on the accompanying plat to provide access in the Subdivision shall be maintained by and at the expense of the Property Owners Association, and all of the lot owners.

K. RESERVE "A" AND "B"

Detention Ponds will be constructed in RESERVE "A" and "B". Said detention ponds will be maintained by and at the expense of the Property Owners Association, and all of the lot owners. RESERVE "A" AND "B" on the accompanying plat, is hereby established for the purposes of collecting and discharging storm water runoff and shall be the mutual access and benefit of the owners and occupants of all properties within the Subdivision.

SECTION 2. PRIVATE COVENANTS AND RESTRICTIONS

A. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superceded by more specific provisions adopted by the members of the Architectural Committee.

- Architectural Committee. The Owner may form an Architectural Committee (referred to in this document as the "Architectural Committee" or "Committee") for the Subdivision. If an Architectural Committee is not formed, Coweta 51 Group, Inc. shall perform all functions of the Architectural Committee. The Architectural Committee will:
 - Review and approve all structures to be built on the lots in the Subdivision, and approve the site plan.
 - Be responsible for interpreting all development and construction standards contained in this Deed of Dedication as applicable to the lots in the Subdivision.

The Committee shall consist of not less than one (1) nor more than three (3) members to be appointed by the Owner, until the Owner, in its sole discretion, assigns and transfers the responsibility for the appointment of the Committee to any Property Owner's Association formed. No new building or improvements may be commenced on any lot in the Subdivision without the written approval of the Committee.

2. Required Plans. The architectural plans to be submitted and approved by the Committee shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the Subdivision, prior to submission to the City of Coweta.

- An accurate site plan;
 - An accurate floor plan;
 - All exterior elevations;
 - A landscaping plan, including, but not limited to, the composition, location and height of fencing for trash receptacles;
 - Any other plans or information requiring approval of the City of Coweta or any of its commissions or committees; and
 - Details regarding the composition of all roofing and external building materials.
3. Building materials. Building designs, elevations and materials shall comply with minimum standards set forth in all applicable City of Coweta ordinances and regulations. The design, elevation and materials also shall be approved by the Architectural Committee. Any deviation of the exterior construction materials shall be permitted only if authorized by the Architectural Committee.
4. Nuisance prohibited. No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Each lot shall be maintained in a neat and orderly condition, free of rubbish, trash, and other debris and should be mowed to prevent growth of weeds and tall grass.
5. Permitted uses will be in accordance with existing Zoning Codes.
6. Developmental phasing. Lot division, single-use Lots. Developmental phasing shall be allowed. A lot in the Subdivision may be split or further subdivided by the City of Coweta, Oklahoma, or otherwise. Lot splitting may also correct encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the Subdivision or portions thereof and as directed by the City of Coweta, the Owner or except as otherwise provided in the Covenants.

7. Compliance. The development and use of the Subdivision shall be in compliance with the Plat and other plans approved by the City of Coweta respecting the Subdivision.

8. Amendments. The Covenants shall be deemed amended (without necessity of execution of any amending document) to conform to amendments to bulk and area requirements and other amendments that subsequently may be approved by the City of Coweta pursuant to its review of an amendment processed in accordance with the provisions of the City of Coweta Zoning Code, and the filing of a certified copy of the minutes of the Coweta Planning Commission City Council or other city body, with the Wagoner County Clerk.

9. Conflicts. If there is any conflict between these general standards and specific standards described herein, the specific standards in the Subdivision, the specific standards shall control.

10. Owner Reservation of Right. Highway 51 Group, Inc. reserves the right in its sole discretion and without notice or approval of any other owner of a particular lot in the Subdivision, so long as Highway 51 Group, Inc. is the owner of any lot in any block in the Subdivision, to amend, revise or abolish any one or more of the above covenants and restrictions in Section 2, "Private Covenants and Restrictions" by instrument duly executed and acknowledged by Highway 51 Group, Inc., and filed in the Office of the Wagoner County Clerk.

11. No fence or wall shall be erected or placed on any lot without the consent of the Architectural Committee. The Architectural Committee will review the material and location of all fencing, including that around trash dumpsters.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other improvements, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage in the easements or which may obstruct or retard the flow of water and all improvements to be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible for repairing or replacing any damaged parking lot paving.

13. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, carport, mobile home or other outbuilding shall be used on any lot unless approved by Highway 51 Group, Inc. Trailers may be used temporarily during the process of constructing a permanent building on a lot.

- All signs are prohibited on these Lots and buildings thereon except:
 - Signs that meet the current City of Coweta Codes regulating the location, design and quality of maintenance signs.
 - Signs erected by the City of Coweta or County of Wagoner for identification of streets, traffic control and directional purposes;
 - Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 30 square feet in area unless approved by Highway 51 Group, Inc.
 - Signs erected by the Highway 51 Group, Inc., advertising the name and entrance of the sold properties;
 - Promotional banners may be displayed, if Coweta City Zoning Codes allow, for a maximum of 14 days;
 - All site specific signs must be approved by the Architectural Committee.

15. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be fenced from view and kept in a clean and sanitary condition.

16. All automobiles and other motorized vehicles on the Lots must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times on the Lot hard surface.

17. No antenna, aerial, or other device except a roof mounted 18" satellite dish shall be permitted on any structure where some form of TV cable is available, including any type of satellite dish. Where TV cable or pay satellite is not available, Owner is permitted one (1) antenna which will be allowed for the sole purpose of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas shall be permitted. The Architectural Committee or Highway 51 Group, Inc. or its assigns may waive any item of this paragraph.

18. In the event that any lot is sold and no structure is immediately erected, at all times, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.

19. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, location and specifications for such structure have been submitted to and approved in writing by the Architectural Committee. In the event said Committee fails to approve or disapprove, in writing, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to be fully complied with.

20. In the event a building on any lot in said Subdivision is destroyed by fire or otherwise, the owner of said lot shall have the structure and clear off the tract or portion thereof and rebuild the structure within 120 days from the time the building was destroyed.