

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

This instrument was acknowledged before me on this 23 day of FEBRUARY 2017, by LARRY HENNA as President of Highway 51 Group, Inc., an Oklahoma Corporation.

Hoyd Rowland
Notary Public
My commission expires: 06-06-2017



SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

- A. Enforcement
 - The restrictions herein set forth are covenants to run with the land and shall be binding upon the owner of each lot, its successors and assigns. Covenants within Section 1, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the Property Owners Association.
 - Private Covenants and Restrictions, may be enforced by any owner of a lot and/or the Property Owners Association.
 - Property Owners Association, shall inure only to the benefit of and shall be enforceable by any owner of a lot and/or the Property Owners Association. If the undersigned Owners, or its successors or assigns, any owner of a lot, or any other person, shall violate any of the covenants or restrictions contained herein, it shall be lawful for The City of Coweta, any owner of a lot, or the Property Owners Association as appropriate in accordance with their respective interests identified herein, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent it, him, her or them from so doing or to compel compliance or to recover damages. In any judicial action to enforce the provisions of this Section, the prevailing party may recover reasonable costs and attorneys fees. In any judicial action brought by any owner to enforce the provisions of this Deed of Dedication, the prevailing party may recover reasonable costs and attorney fees.

B. Duration
These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided. Provided, if the 30 year limitation at any time shall be deemed to apply, then, at the expiration of such 30 year term, the restrictions shall be deemed to automatically renew for successive periods of seven (7) years, unless terminated or amended as provided herein or as allowed by law.

C. Amendment
The covenants contained within Section 1, Public Covenants, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Coweta Planning Commission, or its successors, and the City Council of the City of Coweta, Oklahoma. The covenants contained within Section 2 Private Covenants and Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of the lots, parcels or land to which the amendment or termination is to be applicable.

D. Severability
Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

- 21. A minimum of 100% of the exterior walls of all buildings shall have concrete, brick, Dryvit or stone covering on the outside walls of the structure unless approved otherwise by Architectural Committee.
- 22. Sidewalks shall be 4 feet wide and be constructed 3 feet behind the curb unless approved otherwise by the City or the Architectural Committee.
- 23. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building unless the same shall otherwise be screened by such walls, fences, and landscaping to attractively conceal areas visible from outside of the building site boundaries.

SECTION 3. PROPERTY OWNERS ASSOCIATION

A. Highway 51 Group Property Owners Association. Highway 51 Group, Inc., has formed the Highway 51 Group Property Owners Association, an Oklahoma not-for-profit corporation (the "Association"). The purpose of the Association is to operate, manage, repair, replace and maintain the common areas serving or benefiting Coweta51 Addition including, without limitation, signage, landscaping, storm drainage, utility systems, sprinkler systems, easement areas and other amenities, traffic control equipment, streets, roads, drive aisles, parking lots, lighting, fences, line painting, sanitary control, removal of snow, trash, rubbish, garbage control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking and police the common areas, any other activities necessary to keep such common areas in a good state of repair and enhance the value, security, desirability and attractiveness of Coweta51 Addition.

B. Membership
Every lot owner or parcel owner in Coweta51 Addition shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot or parcel in the Subdivision. The acceptance of a deed to one (1) or more lots or parcels shall constitute acceptance and membership in the Association as the date of recording of such deed.

C. Assessment by Association
Each lot or parcel owner within the Subdivision shall be subject to assessment by the Association for the purposes of operating, managing, repairing, replacing and maintaining the common areas serving or benefiting Coweta 51 Addition including, without limitation, signage, landscaping, storm drainage and utility systems, sprinkler systems, easement areas and other amenities, the detention pond, traffic control equipment, streets, fences, line painting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking and police the common areas, any other activities necessary to keep the common areas in a good state of repair and enhance the value, security, desirability and attractiveness of Coweta51 Addition and such other purposes as the Board of Directors of the Association may, from time to time, determine pursuant to the By-Laws and Certificate of Incorporation of the Association.

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

E. Payment of Assessments.
Owners hereby covenant and each lot or parcel owner by acceptance of a deed to a lot or parcel, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot or parcel and shall be a continuing lien upon the lot or parcel against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot or parcel at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association, in addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

F. Delinquent Assessments.
Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot or parcel against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action to foreclose the owner personally obligated to pay the same or foreclose its lien against the lot/parcel, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot or parcel.

G. Lien.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or parcel shall not affect the assessment lien; provided, however, the sale or transfer of any lot or parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot or parcel from the lien for assessments thereafter becoming due.

CERTIFICATE OF SURVEY

I, Charles K. Howard, a Registered Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and plotted the tract of land described above, and that the accompanying plot designated herein as "Coweta51 Addition", a subdivision in the City of Coweta, Wagoner County, State of Oklahoma, is a representation 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.

Charles K. Howard
Charles K. Howard, RLS 297
CA No. 5611 EXP. DATE: 6/30/2017



The foregoing Certificate of Survey was acknowledged before me on this 23 day of FEBRUARY 2017, by Charles K. Howard, RLS No. 297.

Hoyd Rowland
Notary Public
My commission expires: 06-06-2017



CITY OF COWETA PLANNING COMMISSION
The undersigned Chairman of the City of Coweta Planning Commission does hereby certify that the Planning Commission duly approved the plat of "Coweta51 Addition".

Brittany Long 1/30/17
Planning Commission Chairman Approved Date

CERTIFICATE OF FINAL PLAT APPROVAL
I hereby certify that this plat was approved by the Coweta City Council.

Brittany Long 2/16/17
Mayor/Vice Mayor Approved Date



This approval is valid if the above signature is not endorsed by the City Clerk.

Brittany Long
City Clerk

CERTIFICATE OF WAGONER COUNTY TREASURER

I do here now state that the taxes have been paid for the year 2017 and prior years for those properties herein listed to be designated as "Coweta51 Addition".

Steve S. Poth
WAGONER COUNTY TREASURER



WAGONER COUNTY CLERK

I, Lori Hendricks, Wagoner County Clerk, in and for the County and State of Oklahoma above named, do here now state that the subdivision called "Coweta51 Addition", has been filed into Wagoner County records.

Dated the 21 day of February, 2017.
Wagoner County Clerk

Lori Hendricks
Wagoner County Clerk



Highway 51 Group, Inc.
an Oklahoma Corporation.
By: Larry Henna
President

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
WAGONER COUNTY, OKLA.
By: Brittany Long