

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
CROSS CREEK II

KNOW ALL MEN BY THESE PRESENTS:

That Cross Creek Development Company L.L.C., an Oklahoma limited liability company, 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 in the E/2 of the NW/4 of Section 35, Township 18 North, Range 15 East of the Indian, Bait and Meridian, County, State of Oklahoma, being more particularly described as follows, to-wit:

1. Commencing at the Northwest Corner of said E/2 of the NW/4; thence S01°05'27"E Legal (S01°11'57"E Actual) along the West boundary thereof a distance of 1216.76 feet Legal (1217.12 feet Actual) to the Point of Beginning; thence S62°03'55"E a distance of 199.23 feet; thence N59°23'31"E a distance of 130 feet; thence Northwesterly on a curve to the right, having a radius of 130 feet, a central angle of 24°04'05", for a distance of 64.61 feet; thence N04°39'42"E a distance of 18.09 feet; thence S85°21'18"E a distance of 115 feet; thence S62°53'46"E a distance of 233.41 feet; thence S60°39'23"E a distance of 268.72 feet; thence S62°41'29"E a distance of 80.56 feet; thence S35°15'08"E a distance of 30 feet; thence N34°46'52"E a distance of 100 feet; thence N01°11'57"W a distance of 605.74 feet; thence N85°05'05"E a distance of 700 feet; thence Northwesterly on a curve to the left, having a radius of 450 feet, a central angle of 05°09'57", for a distance of 40.57 feet; thence S53°25'23"E a distance of 75.32 feet; thence S89°08'19"E a distance of 211.91 feet to the East line of said NW/4; thence S01°18'27"E along the East line of said NW/4 a distance of 1629.04 feet to the line of said NW/4; thence S01°11'57"W a distance of 1323.70 feet to the Southwest Corner of said E/2 of the NW/4; thence N01°11'57"W along the West line of said E/2 NW/4 a distance of 1424.12 feet to the Point of Beginning, containing 40.7335 Acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, Lots and Subdivisions, in the County of Wagoner, State of Oklahoma (the "Subdivision"), the City of Coweta, Oklahoma, and the same to be recorded in the public records of the City of Coweta, Oklahoma, and the same to be recorded in the public records of the State of Oklahoma (the "Lots").

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 plan.
2. The undersigned Owner does hereby dedicate for public use the easements and rights-of-way shown on the accompanying plan for the installation, maintenance, operation, laying and relaying over, across and along the Public Street and utility easements, shown on the plan, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances hereto with the rights of ingress and egress to and from the easements and rights-of-way. **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 plan for the purpose of furnishing water and sewer services to the area included in the plan.
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 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.

The foregoing covenants and any 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 Service:

1. Overhead lines for the supply of electric, telephone and cable services may be located along the West boundary of the Addition. 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 in the easement shown on the accompanying plan. The general utility services and in the rights-of-way of the public streets as depicted on the accompanying plan. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.
2. Underground service cables and gas service lines to all structures which are located within the subdivision may be located in the easement shown on the accompanying plan. The location of such structures as may be determined by the location and construction of such structures as may be located upon the Lot. **PROVIDED**, that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the easement shown on the accompanying plan. The location of such service cables or gas service lines shall be determined by the location of the gas main, service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have a right of access to, and such easements shown on the plat or otherwise located on the Lot, for the purpose of installing, maintaining, repairing, removing or replacing any portion of said underground electric, telephone cable television or gas facilities installed by the supplier of the utility service.
4. The Owner of each Lot shall be responsible for the protection of the underground service facilities located on his Lot and shall prevent any person or persons from interfering with the installation, maintenance or operation of such facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.
5. The foregoing covenants set forth in this Paragraph B shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the Owner of the 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. The City of Coweta Water and Sewer Department 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 times 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 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 City of Coweta by the subdivision of said tract Owner does hereby impose the following restrictive covenants upon the subdivision and its successors, to-wit:

SECTION II
PROTECTIVE COVENANTS
AND
RESTRICTIONS

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, they shall be liable to any other party to this deed for the full amount of the damages caused by such violation or attempt to violate any of the covenants herein, or for the cost of any 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, her 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. Except as otherwise provided herein, all single family residences must have a private garage for not less than two cars attached to the residence. Said garage may be detached from the primary residence with the written consent of the Design Committee. 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 the specific approval of the Design Committee, shall be located on the front Lot lines than the twenty-five (25) feet building lines nearest the side Lot lines than the twenty-five (25) feet building lines nearest the (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. Screening by site specific approval of the Design Committee. When all the screening and placement requirements of the Design Committee are met, all the above shall be approved.
- 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 warranty, or other roof covering which must be approved in writing by the Design Committee.
- G. No dwelling shall be erected on any Lot with less than a total square footage of less than 1,800, exclusive of open porches and garages. The square footage of any second floor shall not exceed the square footage of the ground floor.
- 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 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. Except as otherwise provided herein, 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 used for resale purposes. No exotic animals as defined in the City of Coweta ordinances shall 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.
- 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