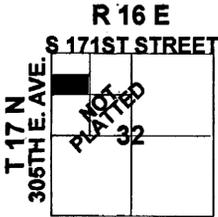


HILLTOP ACRES

The S/2 NW/4 NW/4 of Section 32, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, containing 20 acres, more or less.

OWNERS:
 Douglas E. Meehan James B. Meehan Wade D. Meehan
 15814 S 273rd East Ave. P. O. Box 953 1228 Granger
 Coweta, OK 74429 Coweta, OK 74429 Allen, TX 75013

ENGINEER:
 John F. Sheridan Ph.D., PE LS
 P. O. Box 219
 Haskell, OK 74436

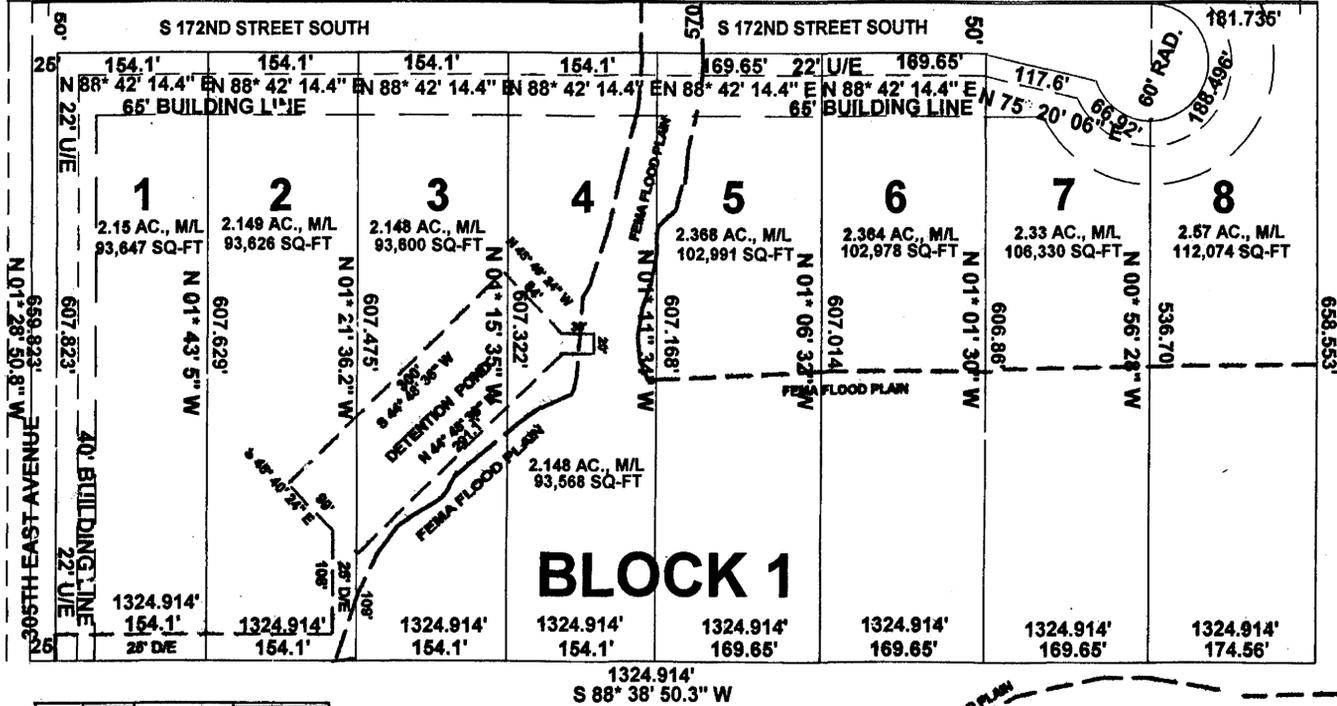


WAGONER COUNTY

NORTH

NW CORNER S/2 NW/4 NW/4 32-17-16

N 88° 42' 14.4" E
 1332.085' RESERVE "A"



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLTOP ACRES

A subdivision in Wagoner County, Oklahoma
 This declaration dated, by Douglas E. Meehan, James B. Meehan and Wade D. Meehan. (the "Declarants")
 The Declarants has caused the property to be surveyed, platted and staked into lots. The subdivision, HILLTOP ACRES, will have a public street.
 The South Half (S/2) Northwest Quarter (NW/4) Northwest Quarter (NW/4) of Section 32 Township 17 North, Range 16 East of the Indian Base and Meridian, County of Wagoner, State of Oklahoma, containing 20 acres, more or less. Declarant desires to subject the Property and Lots located therein, to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots. The Declarant has caused the above to be surveyed and staked into eight Residential lots and a Reserve "A" (non-residential area) of Block 1.

A. UTILITY EASEMENTS
 The undersigned owner further dedicates to the Public for use forever, easements and street rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines; cable television, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on said plat.

SECTION II. WATER, SEPTIC SYSTEMS, AND SIGN EASEMENT
A. WATER
 In connection with the provision of water service, all of the lots are subject to the following provisions, to-wit:
 The service of water supply will be Rural Water District No. 5, Wagoner County. Digging more than 12" from the contours existing upon completion of a public easement shall be prohibited. Before any digging, call OKIE 1-800-522-6543 for utility locations.
 The Rural Water District #5 hereinafter referred to as RWD#5 or its successors shall be responsible for ordinary maintenance of public water mains, but the owner of the tract shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 The RWD#5 or its successors shall at all times have the right of access to all utility easements depicted on the attached plat, or otherwise provided for in Deed of Dedication

for the purpose of installing, maintaining, removing or replacing any portion of the water facilities owned by it.
 The Owner of each tract shall be responsible for their meter hook-up, water tap, and membership fee charged at the time by RWD#5
B. SEPTIC TANKS
 Within this subdivision, sewage is initially intended to be disposed of by individual septic tank disposal systems which are subject to regulations by Oklahoma DEQ. The installation and maintenance of sewerage system is the responsibility of the homeowner.
 No septic system shall be installed within any lot until the plans therefore have been submitted to and approved by the Oklahoma DEQ and a permit duly issued.
 Subsequent to installation of the septic system, no drive, paving, swimming pool, or building shall be constructed over the area of the lot containing the septic system lateral lines.
C. NATURAL GAS SERVICE, ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE
 In connection with the installation of underground natural gas, electric, telephone and cable television services, all of the lots are subject to the following:
 Underground lines for the supply of natural gas, electric, telephone and cable television service may be located along the inner roads of the sub-division. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines may also be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Gas risers, service pedestals and transformers, as sources of supply at secondary voltages, may be also located in such easement ways.
 Underground service lines and service cables to all houses which may be located on all lots in said Addition may be run from the nearest gas riser, service pedestal or 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 the installation of such a service line to a particular house, the supplier of natural gas, electric service and of cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service line extending from the gas riser, service pedestal or transformer to the service entrance on said house.
 The supplier of gas, electric, telephone and cable television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purposes of installing, removing, or replacing any portion of said underground lines.

The owner shall be responsible for the protection of the underground service facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said primary facilities. The Company will be responsible for ordinary maintenance of primary underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.
 The foregoing covenants concerning underground gas, electric, telephone and cable television facilities shall be enforceable by the supplier of gas, electric, telephone, and cable television service, and the owner of each lot agrees to be bound thereby.
D. WALL, FENCE AND SIGN EASEMENT
 An entrance wall, fence, gate and/or signs indicating the name HILLTOP ACRES may be located where deemed necessary by the Developer.
G. DRAINAGE
 Portions of the Central and Southern acreage of the above noted property is located within the FEMA Flood Plain, as is so noted. To contain the flood run-off from the 20 acres of the proposed HILLTOP ACRES a flood detention pond is designed within portions of Lots 2, 3 and 4, Block 1. To preserve the location and maintenance of the Detention Pond the following description is supplied:
 Description for the Detention Pond:
 Beginning at the SW corner of Lot 1, Block 1. Thence N 88° 38' 50.5" E a distance of 308.2 feet, thence N 01° 21' 36.2" W a distance of 109 feet, thence N 44° 48' 36" E a distance of 291.1 feet, thence East 30 feet, thence North 20 feet, thence West 30 feet, thence N 45° 40' 24" W a distance of 84 feet, thence S 44° 48' 36" W a distance of 300 feet, thence S 45° 40' 24" E a distance of 99 feet, thence S 01° 21' 36.2" E a distance of 106 feet, thence S 88° 38' 50.3" W a distance of 288.2 feet, thence S 01° 28' 50.8" E a distance of 20 feet to the point of beginning, containing 0.82 acres, more or less.
H. RESERVE A
 RESERVE A is a two (2) foot strip of land that lies between the North line of property and the North line of 172nd Street South.
SECTION III. RESTRICTIONS AND COVENANTS
 For the purpose of providing an orderly development of the Subdivision, and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision. Easements, as shown on the recorded plat, shall be used by utility companies for ingress and egress to install and maintain utility lines and equipment. Owner shall not impair or restrict the use of these easements.
 1. All of the lots located in HILLTOP ACRES shall be designated for residential purposes. On the residential lots, no business or trade may be conducted in or from any tract, except that an owner or occupant residing on said tract may conduct business activities with the tract so long as: (a) the existence or operation of the business is not apparent or detectable by sight or sound, or smell from the outside the tract and no sign indicating such business is placed on said tract; (b) the business activity conforms to all zoning requirements (c) the business activity does not involve regular visitation of the tract by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of said tracts; and (d) the business activity is consistent with the residential character of the area and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of the other residents of the tracts. The terms "business" and "trade" in this provision shall be construed to have the ordinary, generally accepted meaning.
 2. There shall be only one (1) residence per lot.
 3. Owner shall mean and refer to the record Owner in fee title or any person purchasing a Lot(s) under the terms of a Contract for Deed. Owner shall not mean any person or entity holding a security interest in the property.
 4. This property is restricted to single family dwellings only, containing not less than one thousand two hundred (1,200) square feet site built home, with 30% masonry. No structure shall be located where it will impair any easement as shown on the recorded plat. Recreational vehicles or campers may not be used as a permanent residence and must be parked behind homes and not in front yards or drives. All homes shall front on South 172nd Street. No structure previously used shall be moved onto any Lot. All structures shall maintain 20 foot set-back from all side and rear property lines.
 5. No Lot in this addition shall be used for storage of cars, trucks, trailers, mobile homes, boats, recreational vehicles, or any type of junk items unless stored inside a building or behind a maintained six (6) foot high wooden stockade fence with four sides. All roofs will have not less than a nominal 3/12 pitch. No metal roofs or metal siding are allowed.
 A. No Lot shall be used or maintained as a dumping ground for dirt, rock, gravel, Rubbish, trash, garbage and/or other waste shall not be kept, except in sanitary containers. Lawns must be maintained, with grass cut not to exceed nine (9) inches in height. This includes front, rear, and side yard.
 7. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No industrial or manufacturing enterprise, breeding operations, kennels, or visible commercial use will be allowed on the residential lots.
 8. No discharge of firearms within the limits of HILLTOP ACRES Subdivision shall be allowed.
 9. One (1) business truck and trailer which is used daily may be parked in a driveway if it does not create a neighborhood nuisance or becomes unsightly. Trucks or equipment are not to be parked on road right-of-ways or in yards. There will be a minimum gravelled or concrete off street parking for two (2) vehicles. No vehicles are to be parked in the street or on the lawn. No fence shall be more than six feet (6') in height and shall not be built of corrugated metal, barbed wire, plastic, sheet metal or any type fence not normally considered to be residential.
 10. No advertising sign or structure shall be erected, placed or maintained on any lot except one For Sale sign or one For Rent sign, or one Builder sign advertising the property during construction of improvements.
 11. Any construction (including a new home, but not limited to fences, add-ons, porches, garages, barn sheds etc.) shall be constructed in a neat professional like manner and must be complete on a timely basis. Construction materials must be of a type usually used for the item being constructed. Materials must be of not less than building standard quality and designed for the purpose intended. All improvements must be reduced to plans and submitted to the Architectural Committee for approval. The Architectural Committee shall be the Developers, Douglas E. Meehan, James B. Meehan and Wade D. Meehan. The Architectural Committee shall retain one set of plans and return one set with their recommendation. One non-attached out building is permitted. Said outbuilding must be neat in appearance, constructed of material normally used for the construction intended and must be placed to the rear of the dwelling. Home and outbuilding shall be built no nearer than ten (20) feet to any side line or rear property line. All playground equipment must be kept in the back yard.
 12. All television or radio antennas shall be contained to the backyard.
 13. No person(s) may reside on any Lot not serviced by a sewage disposal system approved the Oklahoma Department of Environmental Quality. No outdoor toilets are permitted. No sewage or wastewater is to be disposed of on the surface of the property.
 14. When any home or other structure is abandoned or destroyed, it must be removed within three (3) months at the Owners expense.
 15. No structure, planting or other material, except a fence, shall be placed or permitted to remain within utility or similar easements as shown on said plat, which may damage or interfere with the installation or maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. Each Lot shall receive and drain, in an unobstructed manner, storm and surface waters from Lots and drainage areas of higher elevations and from public streets and easements.

16. Lot owners shall install and maintain a gravel or paved driveway from the dedicated roadway to the dwelling and shall install a drainage culvert through the driveway adjacent to the dedicated roadway, which meets or exceeds Wagoner County specifications. The natural drainage of the property is not to be altered.
 17. If a Lot Owner or their heirs, personal representatives, tenants, successors or assignees shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for Declarant, or any Owner of any Lot(s) in said subdivision to institute such proceedings at law or equity against the Owner and the person or the persons who violate said covenants or restrictions to either restrain or enjoin the violation or to recover damage for the violation thereof.
 18. Weekly trash pick up must be provided by owner through service of a trash collection company. No trash receptacles are to be visible from the street, except on collection days.
 19. These covenants shall run with the land and shall be binding to all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded. Said covenants are automatically extended for consecutive periods of ten (10) years. However, with an instrument signed by 75% of the Owners of the Lots that have title by a valid recorded General Warranty Deed, the Restrictive Covenants can be changed at any time.
 20. All mailboxes and locations shall be approved by the Architectural Committee.
 21. No Swine shall be kept on property. No more than two (2) dogs that are penned and two (2) cats that are penned are allowed. Horses and cattle may be kept in a manner that they do not surpass the potential of pasture. Dogs that create a nuisance by barking are not allowed. No dogs may be staked out on a rope, chain or wire.

By
 DECLARANTS
 Douglas E. Meehan
 James B. Meehan
 Wade D. Meehan

State of Oklahoma)
 County of Wagoner)
 On this day of October, 2001, before me, a Notary Public, in and for said County and State, personally appeared Douglas E. Meehan, James B. Meehan and Wade D. Meehan to me known to be the identical persons who signed the name of the makers

thereto to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.
 Given under my hand and seal the day and year last above written.
 My Commission Expires: *John F. Sheridan* Notary
SURVEYOR'S CERTIFICATION
 I, John F. Sheridan have surveyed the above noted property into Lots and do here state that said survey is correct to the best of my knowledge.
 Witness my hand and seal this 31 day of October, 2001.
John F. Sheridan
 John F. Sheridan PLS 343
 Oklahoma Certificate of Authorization No. 813

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
 This Department of Environmental Quality has approved this plat for the use of Public water systems and On-site sewer systems.
Shirley B. Biggs date 10-31-02
 Signed
 Environmental Program Specialist
 Oklahoma Department of Environmental Quality

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION
 I, Brenda Robertson, Chairman of the Wagoner County Planning Commission do here now certify that the proposed sub-division of HILLTOP ACRES has been processed through the Wagoner County Planning Commission with approval for acceptance.
Brenda Robertson date 10-31-02
 Brenda Robertson, Chairman Wagoner County Planning Commission.
 Approved By
 Wagoner Metropolitan
 Area Planning Commission

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS
 I, Allen Farley, Chairman of the Board of Commissioners of the Wagoner County Board of Commissioner do here now approve the acceptance of HILLTOP ACRES as a sub-division of Wagoner County.
Allen Farley date 2-01-02
 Allen Farley, Chairman of the Wagoner County Board of Commissioners

CERTIFICATE OF WAGONER COUNTY TREASURER
 I do here now state that the taxes have been paid for the year 2001 and prior years for those properties here in listed to be designated as HILLTOP ACRES.
Dorothy Ann Ladden date Feb. 1, 2002
 Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK
 I, Jerry Field, the County Clerk of Wagoner County do here now state the sub-division called HILLTOP ACRES has been filed into Wagoner County Records.
Jerry Field date 2-4-02
 Jerry Field, Wagoner County Clerk

