

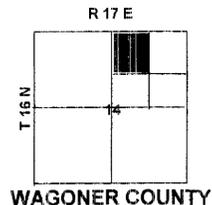
MIDWAY ESTATES

Owner:
Jason Metivier
P. O. Box 952
Bixby, Oklahoma 74008

Engineer:
John F. Sheridan Phd, PE LS
P. O. Box 219
Haskell, Oklahoma 74436

NW/4 NE/4 SECTION 14, TOWNSHIP 16 NORTH, RANGE 17 EAST,
OF THE IB&M, WAGONER COUNTY, OKLAHOMA.

38 LOTS WITH PRIVATE, HOME OWNERSHIP ROAD
OPEN TO PUBLIC USE



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDWAY ESTATES

A Subdivision in Wagoner County, Oklahoma
This declaration dated _____ by MIDWAY ESTATES INC, (the "Declarant")
NOW THEREFORE, the Declarant owns a tract of land approximately 40 acres, more or less, located in Wagoner County, Oklahoma. Described as:
The NW/4 NE/4 of Section 14, Township 16 North, Range 17 East of the IB&M, Wagoner County, Oklahoma,
and shown on the Subdivision Plat entitled "MIDWAY ESTATES", RECORDED in plat book _____ at page _____ of the office of the County Clerk of Wagoner County, Oklahoma.

The Declarant has caused the property to be surveyed, platted and staked into lots. The subdivision, MIDWAY ESTATES, will have private streets maintained by the Homeowners Association. The Declarant hereby gives the Public egress and egress, through easement(s) to the private road(s), for public use all streets shown on the Subdivision Plat. Declarant so further dedicates for the installations and maintenance of utilities, forever, the easements and right-of-way as shown and designated on each Lot within the Subdivision with the right of ingress and egress upon said easement and right-of-ways for the uses and purposes specified.

The 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 shall cause to be established and incorporated the MIDWAY ACRES HOMEOWNERS ASSOCIATION, ("The Association"). The Association shall have the power and obligation to enforce the covenants, conditions and restrictions and shall distribute among the Lot Owners the cost of maintaining and operation roads and entries located within the Property, and improvements constructed thereon and for the general administration of the Association.

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. The dedication of utility water easement(s) is a restricted water service to Rural Water District No. 5, Wagoner County.

B. ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE
In connection with the installation of underground electric, telephone and cable television services, all of the lots are subject to the following:

- Overhead pole lines for the supply of electric, telephone and cable television service may be located along the inner roads of the subdivision. 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. Service pedestals and transformers, as sources of supply at secondary voltages, may be also located in such easement ways.
- Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest power pole, 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 cable to a particular house, the supplier of 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 cable extending from the service pedestal or transformer to the service entrance on said house.
- The supplier of 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, or replacing any portion of said underground electric facilities or cable television so installed by it.
- 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 electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of electric, telephone, and cable television service, and the owner of each lot agrees to be bound thereby.

SECTION II. WATER, SEPTIC SYSTEMS, OVERLAND DRAINAGEWAY, WALL FENCE 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. Changes within utility easements depicted on the attached plat, the alteration of the ground in the excess of three (3) feet from the contours existing upon completion of a public easement shall be prohibited.
- 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, sewerage is initially intended to be disposed of by individual septic tank disposal systems which are subject to regulation by the Wagoner County Office of the Oklahoma DEQ.

The approval and release of the plat of this subdivision does not constitute a guaranty or warranty that each septic tank system will function properly.

No septic system shall be installed within any lot until the plans therefore have been submitted to and approved by the Wagoner County Office of 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. OVERLAND DRAINAGEWAY

In connection with the provisions for overland drainage, retention, storage, and storm sewer, the area designated on the accompanying plat as an overland drainage and storm sewer easement is hereby established by grant of the owners as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, retention and storage, and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainage way areas should be in accordance with the following standards prescribed by the Planning Commission of the County of Wagoner:

- Banks and side slopes shall be maintained in their present condition. Grades and slopes of banks shall not be altered in any way.
- Grass areas shall be mowed (in season) at regular intervals not to exceed 4 weeks.
- Concrete appurtenance shall be maintained in good condition and replaced if damaged.
- Area within easements shall be kept free of debris. No fence(s) across detention areas.

Said restrictive drainage way area and facilities shall be maintained by the lot owners of this subdivision at their cost in accordance with standards prescribed by the Storm Water Management Department of the Planning Commission of the County of Wagoner. In the event said lot owners should fail to adequately and properly maintain said drainage way area and facilities the Planning Commission of the County of Wagoner or its designated contractor may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owners proportionately on the basis of ownership. No fence, wall, planting, building, or other obstruction may be placed or maintained in such restrictive drainage way areas.

D. WALL, FENCE AND SIGN EASEMENT

An entrance Wall, (Gate) and/or signs indicating the name MIDWAY ESTATES may be located where deemed necessary by the Developer.

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.

All of the lots located in Midway Estates shall be designated for residential purposes only.

There shall be only one (1) residence per lot and no Lot may be re-subdivided.

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.

This property is restricted to single family dwellings only, containing not less than 840 square feet of living space for mobile homes and 1,000 square feet for site built homes. 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.

No Lot in this addition shall be used for storage or wrecked, or unlicensed or dismantled cars, trucks, mobile homes, boats, recreational vehicles, or any type of junk items unless stored inside a building and kept out of sight.

All operative boats, trailers, shall be kept to the back of the dwelling or outbuildings.

No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other waste shall not be kept except in sanitary containers. Weeds and high grass are to be mowed to prevent fire and health hazards.

No noxious or offensive activity shall be carried on upon and 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.

Trucks or equipment parked on Lots in this addition shall be limited to a number as not to create a neighborhood nuisance or become unsightly; trucks or equipment are not to be parked on road right-of-ways.

Any mobile home that is Ten (10) years old or older must be inspected and approved by Declarant, or an authorized representative, prior to moving the home on to a Lot in this addition.

Manufactured homes must be fully skirted within ninety (90) days. Skirting material must be of a color and construction comparable with the home's exterior.

Any construction (including, but not limited to fences, add-ons, porches, garages, barns sheds etc.) shall be constructed in a neat professional like manner and must be completed 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 outbuildings must be neat in appearance, constructed of material normally used for the construction intended and must be placed to the rear of the dwelling.

No "used" homes, other than mobile homes, shall be moved onto any Lots in this addition.

No person(s) may reside on any Lot not serviced by a sewage disposal system approved by 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.

When any home or other structure is abandoned or destroyed, it must be removed within three (3) months at the Owners expense.

Owners, with the exception of the Declarant or its successors or assigns 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.

If an 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, the Association, 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 damages for the violation thereof.

These covenants shall run with the land and shall be binding to all parties and persons claiming under them for a period of forty (40) years from the date these covenants are recorded. Said covenants are automatically extended for consecutive periods of ten (10) years unless an instrument signed by 90% majority of the Owners of the Lots that have title by a valid, recorded General Warranty Deed, agreeing to change said covenants in whole and/or in part.

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.

No Swine shall be kept on property. Chickens, ducks and geese will only be kept in limited numbers as not to cause an unreasonable nuisance.

Maintenance of all roads shall be the responsibility of the MIDWAY ESTATES Home Owners Association. The Associations will provide adequate and equal road maintenance to each Lot wherever located.

The Declarant will prepare and file these covenants restrictions Articles of Association, which will define the organization and purpose of the Midway Estates Home Owners Association. The Articles may be amended, changed or modified from time to time as set forth herein.

The Lot Owners will cause to be elected a governing board for the Association and shall prepare by-laws that will define the organization, government, activities, financial obligations of Owners and responsibility of the Association. The by-laws may be amended, changed, or modified from time to time as set forth therein. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace restore and maintain the roads and entries as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

The Lot Owners, together with all parties bound by this Declaration, covenant and agree that the administration of the roads and entries shall be in accordance with the provisions of this Declaration, the Articles and by-laws and such rules and regulations as may be adopted by the governing board of the Association and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provision of this Declaration and the provision of the Articles, the by-laws, or rules and regulations, the provision of this Declaration shall prevail.

All Owners shall be a member of and adhere to the By-laws and/or rules of the Midway Estates Home Owners Association. Each member of the Association will have one vote, except Declarant. Declarant shall have three (3) votes per Lot owned by Declarant.

By: _____
DECLARANT
Jason Metivier, President
MIDWAY ESTATES INC.

State of _____
County of _____

On this _____ day of _____, 2001, before me, a Notary Public, in and for said County and State, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and seal this _____ day last aforesaid.
My Commission Expires _____
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 _____ day of _____, 2001
John F. Sheridan PLS 345
Oklahoma Certificate of Authorization No. 813

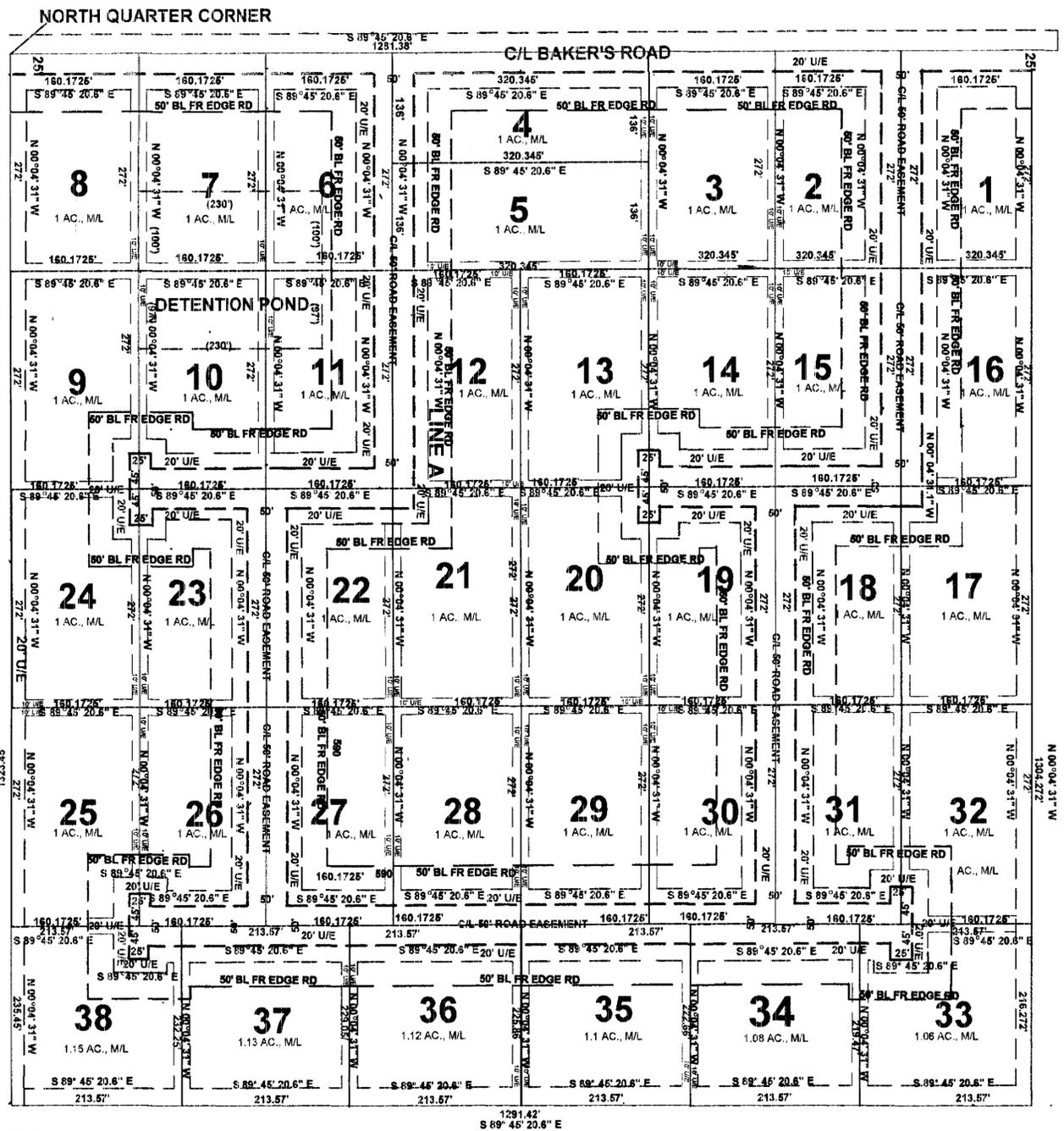
CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
I certify that I have approved the application and plan for a plat of a residential development, which is on file at the Wagoner Office of the Department of Environmental Quality and hereby approve this plat for the use of public water systems and individual sewage systems.
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 MIDWAY ESTATES has been processed through the Wagoner County Planning Commission with approval for acceptance.
Brenda Robertson, Chairman, Wagoner County Planning Commission.

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS
I, Allen Farley, Chairman of the Board of Commissioners of the Wagoner County Board of Commissioners do here now approve the acceptance of MIDWAY ESTATES as a sub-division of Wagoner County.
Allen Farley, Chairman of the Wagoner County Board of Commissioners

CERTIFICATE OF WAGONER COUNTY TREASURER
I, Mary Sue Teddor, do here now state that the taxes have been paid for the year 2000 and prior years for those properties here in listed to be designated as MIDWAY ESTATES.
Mary Sue Teddor, Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK
I, Jerry Field, the County clerk of Wagoner County do here now state that the sub-division called MIDWAY ESTATES has been filed into the Wagoner County Records.
Jerry Field, Wagoner County Clerk.



SCALE 1" = 100'