

**MEGAN FARMS  
CERTIFICATE OF DEDICATION  
and  
Restrictive Covenants**

KNOWN ALL MEN BY THESE PRESENTS:

THAT Storybook Homes, Inc., an Oklahoma Corporation, is the OWNER, of the following described property situated in the County of Wagoner, State of Oklahoma described as:

Description:  
The W/2 W/2 SW/4 of Section 13, Township 17 North, Range 15 East of the Indian Base and Meridian, County of Wagoner, State of Oklahoma, being more particularly described as follows:  
Beginning at the Southwest corner of the SW/4 thence N 00° 11'37" W and along the West line of said Section 13 for 2656.30 feet, thence N 89°38'13" E for 662.05 feet, thence S 00° 11' 54" E for 2654.54 feet, to the Southwest corner of the W/2 W/2 SW/4 thence S 89° 29' 06" W and along the south line of said Section 13 for 662.29 feet to the point of beginning and containing 40 acres more or less.

**DEDICATION OF ROADS, EASEMENTS AND RIGHTS-OF-WAY**

NOW, the undersigned Owner does hereby dedicate for public use all of the streets, easements and rights-of-way as shown on said plat and does hereby guarantee title to all of the land covered by said streets for the purpose of providing a orderly development of the above described tracts and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title of the subdivision of said tract hereinafter referred to as MEGAN FARMS. The undersigned does here impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns to-wit.

**COVENANTS AND RESTRICTIONS**

These Covenants and Restrictions are to run with the land and shall be binding upon all parties, their heirs, successors, and assigns claiming by, through and under them until the 1<sup>st</sup> day of August 2025, at which time said restrictions shall automatically be extended for successive periods of ten (10) years and can only be amended or changed in whole or part, by majority of the then owners of said tracts.

If the owner of assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning real estate situated on said tract to prosecute any proceedings at law or in equity against the party or person or persons violating or attempting to violate such restrictions and either prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of the restrictions by judgment or court order shall in no way effect any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

1. All tracts shown on the attached Plat shall be for residential purposes only and only one home per tract shall be permitted. No structure shall be erected, altered, placed or permitted to remain on residential tract other than a single family dwelling and a private garage for two (2) cars or more, attached or detached. All residential building exterior walls shall have at least 35% masonry or stone, unless waived by the Architectural Review Committee. Mr. Snow, or his assigns, is the Architectural Review Committee and this Architectural Committee has the right to change any covenants herein listed. No exterior siding over eight (8) inches wide shall be used. Architectural Review Committee shall review and approve all floor plans, elevation, exterior paint color, and roofing material and color before any construction may begin. No dwelling shall be erected in which the living area of the main structure, excluding the garage, is less than 1,400 square feet for one (1) story dwelling and a minimum of 1,000 square feet for two (2) story dwellings. Building structure shall be erected at least thirty-five (35) feet from the edge of the roadway. Only brick or stone mailboxes shall be installed with concrete address block. No more than two (2) access entrances to tract(s) shall be allowed from the public dedicated street adjacent to tract.

2. No noxious trade or offensive activity shall be carried on or upon said tracts, nor shall anything be done thereon which may become an annoyance or nuisance to other tract owners.

3. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out buildings or previously used structure may be used on any tract as a residence, and shall not be constructed before main residence is constructed. No mobile home, new or used shall be moved onto property at any time. Outbuildings will not be allowed. Mailboxes shall be installed with concrete address block. The mailboxes may be brick or stone or cast aluminum, and must have streetlight. Mailboxes are to be set six (6) feet from the edge of road, or City requirements. No lean-to or galvanized pole barns are permitted. No storage buildings shall be constructed forward of the dwelling structure. No used material shall be used for the construction or storage buildings of residences.

4. No fencing higher than six (6) feet may be used on property. No barbed wire fencing shall be allowed across front of tract.

5. No sign of any kind shall be displayed to the public view on any tract except the one (1) professional sign of not more than two (2) foot square advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any dwelling structure.

6. These tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The tract Owner shall provide for weekly pick-up of trash from and approved provider.

7. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on, or repaired on property, or adjacent street, avenue or place. No non-operative vehicles shall be kept on property, other than inside storage.

8. No swine, fowl (other than tracts with ponds where water fowl may be permitted), ostriches, emu's, exotic animals or other commercial animals operations shall be permitted to be reared, bred or kept on this property except for dogs, cats and other household pets; provided that they are not kept, bred or maintained for commercial purposes and provided further, that the owners of any of the said tract may keep two (2) dogs or two (2) cats. No biting dogs of any breed can be maintained within the subdivision. No Pit Bull-dogs will be allowed. Shelters for said animals must conform to the architecture of the home.

9. All sewage disposal systems shall be approved by the Oklahoma DEQ.

10. Any utilities from roadway to structure on said tracts shall be placed underground. The supplier of any utility through the proper agent and employees shall at all times have right of access into all of such easement right-of-ways shown on the survey of said tracts. The owner of each tract shall be responsible for the protection of the underground electric construction activity to interfere with said electric facilities.

11. 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 within the tract so long as (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the outside of 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 or the tract by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of said tract(s); 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 of safety of other residents of the Tracts. The terms "a business" and "a trade" as used in this provision without limitations, any occupation, work, or activity undertaken on an ongoing basis which involves the provisions of good or services to persons, other than the providers family, regardless of whether (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit or a license if required.

**ROADWAYS AND UTILITY**

The owner does hereby dedicate for the public use the roadway right-of-way and utility easements as depicted on the attached plat for the several purposes of constructing, maintaining, replacing, removing any and all

public utilities including telephone lines, cable television, electric power lines and transformers, gas lines, water lines, paving and other services capable of being provided in MEGAN FARMS, together with all fittings and equipment for each of such facilities, including the poles, wire, conduits, pipes, valves, meters and any other appurtenance thereto provided, however the Owner hereby reserves to itself and to itself have the right assigns the right-of-way provided any of the services set forth to us herein, including, but not limited to the right-of-way to construct, maintain, operate or furnish water to the area including within the Plat. The Owner herein imposes a restrictive covenant, which shall be binding on each tract owner and shall be enforceable by the City of Coweta and the supplier of any affected utility service that within the utility easement depicted in the attached Plat, no building structure(s) or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking area and landscaping that does not constitute an obstruction as aforesaid.

The owner of each tract shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to install or repair and underground water or sewer mains, electric, natural gas, communications or telephone service or other services now or later provided within any of the easement area depicted upon the accompanying plat. Provided however, that the County of Wagoner or the other supplier of the service(s) shall use reasonable care in the performance of such activity.

**GAS SERVICE  
NATURAL GAS**

The supplier of gas service shall at all times have the right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

The owner of each tract shall be responsible for the protection of the underground gas facilities located on his tract, the alteration of grade or any construction activity, which may interfere with the underground gas facilities, shall be provided. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the tract or his agent or contractors.

The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and owner of each tract agrees to be bound.

**ELECTRIC SERVICE**

Overhead poles lines or underground lines for the supply of electric service may be located along the easements indicated on the attached plat. Street light poles or standards may be served by underground cable. Elsewhere through said Addition, all supply lines shall be located underground in the easement dedicated for general utility services and streets, shown on the attached plat. Service pedestal and transformers, as sources of supply at secondary voltages, may also be located in easements.

**COVENANTS FOR DEEDS OF DEDICATION FOR UNDERGROUND SUBDIVISION**

1. Overhead poles may be located along the perimeter of the subdivision if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electric service.

2. All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said 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, and effective right-of-way easement on said lot, covering a five (5) foot strip extending two and one half (2.5) feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.

4. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority; to cut down, trim, or treat any trees and undergrowth on said easement.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his or her property and shall prevent the alteration of grade on any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

**WATER SERVICE**

The owner of each tract shall be responsible for the protection of public water mains located on his or her tract.

Within utility easements depicted on the attached plat the alteration of grade in the excess of three (3) from the contours existing upon completion of a public water main or any construction activity, which may interfere with a public water main, shall be prohibited.

The City of Coweta, or it's 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.

That the City of Coweta, or it's successors shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purposes of installing, maintaining, removing or replacing any portion of the water facilities owned by it.

The foregoing covenants concerning the water facilities shall be enforceable by The City of Coweta, or it's successors, and the owner of each tract agrees to be bound hereby.

The owner of each tract shall be responsible for their meter hook-up, water and membership fee charged at that time by the City of Coweta.

**SURFACE DRAINAGE**

The tract shall receive and drain, in an unobstructed manner, the storm and surface water from tracts and drainage areas of higher elevation and from Public Streets and easements. No tract owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his or her tract, nor alter the construction of drainage works. The foregoing covenants set forth in this paragraph shall be enforceable by any effected tract owner and by the City of Coweta. The owner of Lot 5 and the owner of Lot 6 will be jointly responsibility for the maintenance and upkeep of Reserve "A". The owner of Lot 14 and the owner of Lot 15 will be jointly responsibility for the maintenance and upkeep of Reserve "B".

**PAVING AND LANDSCAPING WITHIN EASEMENTS:**

The owner of the tract affected shall be responsible for the repair or damage of the landscaping and paving within the utility easement which may result from necessary using or maintenance and installation of underground water, sanitary sewer, storm sewer, electrical, natural gas, communications, or telephone facilities, and other service provided however, the supplier of the utility service shall use reasonable care in the performance of such activities.

**PRIVATE SANITARY SEWAGE:**

The sewage from this Subdivision will be treated by septic systems approved by the Oklahoma DEQ.

IN WITNESS WHEREOF, President of Storybook Homes, Inc., an Oklahoma Corporation, has executed this instrument this 19<sup>th</sup> day of December, 2005.

By: Judith Snow  
Title: President

STATE OF OKLAHOMA )  
COUNTY OF Wagoner )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED CERTIFIED SNOW TO ME KNOWN TO BE THE IDENTICAL PERSON THAT SUBSCRIBED HIS NAME TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE DID SO AS HIS OWN FREE AND VOLUNTARY ACT AND DEED AS IT'S President FOR STORYBOOK HOMES, INC., FOR THE USES AND PURPOSES THEREIN SET FORTH.



PUBLIC NOTARY Judith S. Snow  
MY COMMISSION EXPIRES 8/20/07

**PROFESSIONAL SURVEYOR CERTIFICATE**

I, Charles K. Howard, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that this survey represents a survey made under my supervision 12/19/05 and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum standards for the Practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional engineers and Land Surveyors; and that survey complies with the requirements of title II section 41-108 of the Oklahoma State Statutes.

Charles K. Howard

P.L.S. NUMBER 297



IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 19<sup>th</sup> day, Dec., and 2005.

STATE OF OKLAHOMA )  
COUNTY OF Muskogee )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED CHARLES K. HOWARD TO ME KNOWN TO BE THE IDENTICAL PERSON THAT SUBSCRIBED HIS NAME TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE DID SO AS HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

PUBLIC NOTARY Jim Mc Cracken  
MY COMMISSION EXPIRES 7/21/07

**CERTIFICATE OF CITY OF COWETA COUNTY PLANNING COMMISSION**

I, Phil Roland, Chairman of the Coweta Planning Commission do here now certify that the proposed subdivision of MEGAN FARMS has been processed through the City of Coweta Planning Commission with approval for acceptance.

**CERTIFICATE OF MAYOR OF THE CITY OF COWETA**

I, Robert Morton, Mayor of the City of Coweta do here now approve the acceptance of MEGAN FARMS a subdivision on the City of Coweta.

Robert Morton  
Robert Morton, Mayor, City of Coweta

**CERTIFICATE OF WAGONER COUNTY TREASURER**

I, Gloria Marshall, do here now state that the taxes have been paid for the years 2004 and prior years for the properties herein listed to be designate at the MEGAN FARMS.

Gloria Marshall 12-17-05  
Gloria Marshall, Wagoner County Treasurer

**CERTIFICATE OF WAGONER COUNTY CLERK**

I, Carolyn Kusler, the County Clerk of Wagoner County do here now state the subdivision called MEGAN FARMS has been filed into Wagoner County Records.

Carolyn Kusler  
Carolyn Kusler, Wagoner County Clerk

FINAL PLATT  
CERTIFICATE OF APPROVAL  
I HEREBY CERTIFY THAT THIS PLATT WAS  
APPROVED BY THE COWETA CITY COUNCIL

ON Nov 7, 2005  
BY Robert Morton  
MAYOR OF THE CITY  
THIS APPROVAL IS VOID IF THE ABOVE  
SIGNATURE IS NOT ENDORSED BY THE CITY CLERK  
BY Joyce Perry  
CITY CLERK

