PLAT No.

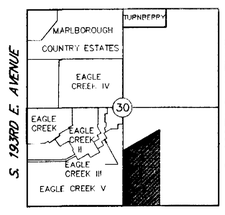
# NEW BEDFORD

A TRACT OF LAND IN SE/4 OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, OKLAHOMA

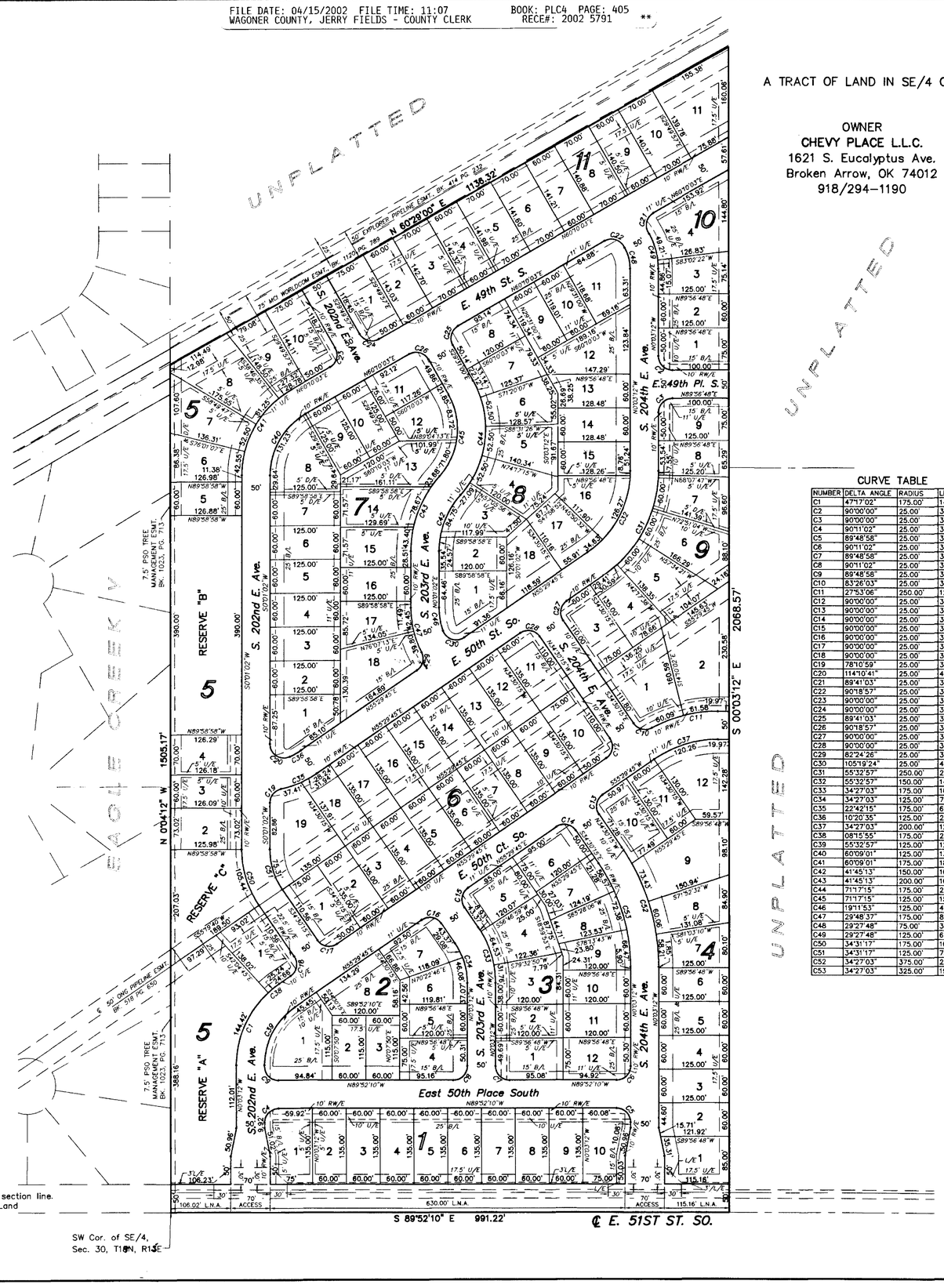
OWNER
CHEVY PLACE L.L.C.
1621 S. Eucalyptus Ave.
Broken Arrow, OK 74012
918/294-1190

ENGINEER
LEWIS ENGINEERING, P.L.L.C.
5879 S. Garnett
Tulsa, OK 74146
918/254-4689
CA 3460 Exp. 6-30-03

R 15 E




LOCATION MAP
40.67 Ac.
131 Lots




FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat was approved by the Wagoner Metropolitan Area Planning Commission on 3-26-02
WMAPC OFFICIAL

APPROVED 4-1-02 by the Board of County Commissioners, Wagoner County, Oklahoma.
Chairman
Commissioner
Commissioner

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $955.38 per trust receipt no 5797

to be applied to 2002 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 2002 taxes in full but is given in order that this plat may be filed of record

2002 taxes could exceed the amount of the security deposit.

Dated April 15 2002

MARY SUE TEDDER
WAGONER COUNTY TREASURER

By Mary Sue Tedder Deputy

LEGEND
B/L - Building Line
U/E - Utility Easement
L.N.A. - Limits of No Access
P.O.B. - Point of Beginning
L/E - Landscape Easement
D/E - Drainage Easement
RW/E - Restricted Water Line Easement
C-1 - Curve No.
9876 - Street Address

Note:
1. The basis of bearings is an assumed S89°52'10"E bearing of the south section line.
2. This plat 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.

"Addresses shown on this plat were accurate at the time this plat was filled. Addresses are subject to change and should never be relied on in place of legal descriptions."

CURVE TABLE

| NUMBER | DELTA ANGLE | RADIUS | LENGTH |
|---|---|---|---|
| C1 | 47°17'02" | 175.00' | 144.42' |
| C2 | 90°00'00" | 25.00' | 39.27' |
| C3 | 90°00'00" | 25.00' | 39.27' |
| C4 | 90°11'02" | 25.00' | 39.35' |
| C5 | 89°48'58" | 25.00' | 39.19' |
| C6 | 90°11'02" | 25.00' | 39.35' |
| C7 | 89°48'58" | 25.00' | 39.19' |
| C8 | 90°11'02" | 25.00' | 39.35' |
| C9 | 89°48'58" | 25.00' | 39.19' |
| C10 | 83°26'03" | 25.00' | 36.41' |
| C11 | 275°53'06" | 250.00' | 121.67' |
| C12 | 90°00'00" | 25.00' | 39.27' |
| C13 | 90°00'00" | 25.00' | 39.27' |
| C14 | 90°00'00" | 25.00' | 39.27' |
| C15 | 90°00'00" | 25.00' | 39.27' |
| C16 | 90°00'00" | 25.00' | 39.27' |
| C17 | 90°00'00" | 25.00' | 39.27' |
| C18 | 90°00'00" | 25.00' | 39.27' |
| C19 | 78°10'59" | 25.00' | 34.11' |
| C20 | 114°10'41" | 25.00' | 49.82' |
| C21 | 89°41'03" | 25.00' | 39.13' |
| C22 | 90°18'57" | 25.00' | 39.41' |
| C23 | 90°00'00" | 25.00' | 39.27' |
| C24 | 90°00'00" | 25.00' | 39.27' |
| C25 | 89°41'03" | 25.00' | 39.13' |
| C26 | 90°18'57" | 25.00' | 39.41' |
| C27 | 90°00'00" | 25.00' | 39.27' |
| C28 | 90°00'00" | 25.00' | 39.27' |
| C29 | 82°24'26" | 25.00' | 35.96' |
| C30 | 105°19'24" | 25.00' | 45.96' |
| C31 | 55°32'57" | 250.00' | 242.38' |
| C32 | 55°32'57" | 150.00' | 145.43' |
| C33 | 34°27'03" | 175.00' | 105.22' |
| C34 | 34°27'03" | 125.00' | 75.16' |
| C35 | 22°42'15" | 175.00' | 69.35' |
| C36 | 10°20'35" | 125.00' | 22.57' |
| C37 | 34°27'03" | 200.00' | 120.26' |
| C38 | 08°15'55" | 175.00' | 25.24' |
| C39 | 55°32'57" | 125.00' | 121.19' |
| C40 | 60°09'01" | 125.00' | 131.23' |
| C41 | 60°09'01" | 175.00' | 183.72' |
| C42 | 41°45'13" | 150.00' | 109.31' |
| C43 | 41°45'13" | 200.00' | 163.97' |
| C44 | 71°17'15" | 175.00' | 217.74' |
| C45 | 71°17'15" | 125.00' | 155.53' |
| C46 | 19°11'53" | 125.00' | 41.88' |
| C47 | 29°48'37" | 175.00' | 82.25' |
| C48 | 29°27'48" | 75.00' | 38.57' |
| C49 | 29°27'48" | 125.00' | 64.28' |
| C50 | 34°31'17" | 175.00' | 105.44' |
| C51 | 34°31'17" | 125.00' | 75.31' |
| C52 | 34°27'03" | 375.00' | 225.48' |
| C53 | 34°27'03" | 325.00' | 195.42' |





NEW BEDFORD
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: CHEVY PLACE, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Developer", is the owner of the following described land in the County of Wagoner, State of Oklahoma, to-wit:

Part of the SE/4 Section 30, T-19-N, R-15-E of the Indian Base and Meridian, Wagoner County, Oklahoma according to the U.S. Government Survey thereof, more particularly described as follows:

Beginning at the Southwest corner of said SE/4; thence N00°01'02"E Along the west line of said SE/4 1506.47 feet; thence N60°29'00"E 1136.32 feet to a point on the East line of the W/2 E/2 W/2 SE/4; thence S00°03'12"E along said East line 2068.57 feet to the Southeast corner of said W/2 E/2 W/2 SE/4; thence S89°52'10"W along the South line of said SE/4 991.22 feet to the point of beginning; containing 40.67 acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "NEW BEDFORD", a subdivision in Wagoner County, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Developer does hereby dedicate for the public use the streets, as designated on the accompanying plat, and does further dedicate for the public use the utility easements as designated on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of-ways for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown; PROVIDED, HOWEVER, that the Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair and underground water or sewer mains, electric, natural gas, communication or telephone service.

B. Underground Electric and Communication Service

1. Overhead lines for the supply of electric and communication services may be located along East 51st Street and the West boundary of the subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision, all supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

2. Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest 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 to a particular structure, the suppliers of electric or communication 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 structure.

3. The supplier of electric or communication service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Utility Company will be responsible for ordinary maintenance of underground electric and communication 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.

5. The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric or communication service, and the owner of each lot agrees to be bound hereby.

C. Restricted Waterline Easement

1. The Restricted Waterline Easement (RW/E) shown on the plat is hereby established for and restricted to the use of the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4, their successors and assigns for waterline construction, operation and maintenance. However, other utilities are granted the use of this easement for crossing access to their facilities.

D. Water and Sewer Service

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of 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. Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 or its successors will be responsible for ordinary maintenance of public water mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public sewer mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

5. Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow 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 said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of their respective underground water or sewer facilities.

6. The owner of the 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; provided, however, the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow shall use reasonable care in the performance of such activities.

7. The foregoing covenants set forth in this Paragraph C shall be enforceable by the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and the City of Broken Arrow or its successors, and the owner of each lot agrees to be bound hereby.

E. Limits of No Access

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 51st Street South within the bounds designated as "Limits Of No Access" (L.N.A.) as shown on the attached plat, which "Limits of No Access" may be modified, amended, or released by the concurring approval of Wagoner County, or its successor, or as otherwise provided by the Statutes and laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning Limits of No Access shall be enforceable by Wagoner County, and the owner of each lot agrees to be bound hereby.

F. Landscape Easement

The Owner herein establishes for the benefit of the Property Owners' Association a perpetual easement as depicted on the accompanying plat as "landscape easement", for the purposes of the erection and maintenance of decorative fencing and walls and landscaping and irrigation system and maintenance of such facilities shall be the obligation of the property owners' association.

G. Drainage Easement

1. The Drainage Easements shown on the plat are hereby dedicated to the public as a perpetual easement for surface drainage purposes.

2. The Right of Surface Drainage granted hereunder shall be exercised and used upon the property covered by the Drainage Easement in a reasonable manner consistent with all applicable rules, regulations and ordinances.

3. The use of the Drainage Easement shall not be restricted solely to storm water and drainage purposes and may also be utilized for utility easement purposes. Provided, however, that no improvements or construction of utility facilities shall interfere with the use of Drainage Easement for storm sewer and drainage purposes.

4. No obstructions shall be permitted in said Overland Drainage Easements that will impede or obstruct the flow of surface water runoff.

5. The lot owner on which the easement is situated has the right to use the easement premises in any manner that will not prevent or interfere with the exercise by County or City of the rights granted under this agreement.

6. The covenants set for this Section shall be enforceable and inure to the benefit of the County of Wagoner, City of Broken Arrow, when annexed, and Owner, its successors and assigns.

H. RESERVES "A" and "B"

Reserves "A" and "B" are hereby established for green belt and detention purposes for subsequent conveyance to the property owners association.

1. For the Common use and benefit of the owners of lots within the Subdivision and for the benefit of Wagoner County, detention and drainage facilities are to be constructed in Reserve Areas "A" and "B" which is necessary to meet Wagoner County detention requirements applicable to the Subdivision, and for the further purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the subdivision.

2. Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the Wagoner County, and plans and specifications approved by the County Engineer of Wagoner County.

3. No fence, wall building, or other obstruction may be placed or maintained in the detention easement areas nor shall there by any alteration of the grades or contours in such ease easement areas unless approved by the County Engineer of Wagoner County; provided, however, that the planting of turf or single trunk trees having a caliber of not less than two and one-half (2-1/2) inches shall not require the approval of the County Engineer of Wagoner County.

4. The detention easements or drainage facilities located thereon shall be maintained by the Association in accordance with the following standards

(1) The detention easement areas shall be kept free of silt, obstruction and debris;

(2) The detention easement areas shall be mowed during the growing season at intervals not exceeding four(4) weeks.

(3) Concrete appurtenances, if any shall be maintained in good and working condition; and

5. In the event the Association should fail to properly maintain the detention easement areas and facilities there situated Wagoner County, or its designated contractor, may enter the detention easement areas and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the Association.

6. In the event the aforesaid Association fails to pay the cost of land maintenance after completion of the maintenance and receipt of a statement of cost, Wagoner County may file of record a copy of the statement of cost, and thereafter the costs shall be a lien against each of the lots within the Subdivision: PROVIDED, HOWEVER, the lien against each lot shall not exceed its proportionate share, based on the total number of lots in the Association, of the Association's cost of maintenance. A lien established shall be subordinate to the lien of any first mortgage, as above provided may be foreclosed by Wagoner County.

I. RESERVE "C"

Reserve "C" shall be used for a swimming pool, open space, recreation and landscaping, and is reserved for subsequent conveyance to the Property Owners' Association to be formed pursuant to Section III hereof.

SECTION II. RESTRICTIVE COVENANTS

THEREFORE, the Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. Use of Land

1. All lots shall be known and described as residential lots and shall be used for single-family residences and accessory uses, but may also include accessory quarters for domestic help.

2. Reserve Areas "A" AND "B" shall be used for open space landscaping and detention facilities, and are reserved for subsequent conveyance to the Property Owners' Association to be created.

3. RESERVE "C" shall be used for a swimming pool, open space, recreation and landscaping, and is reserved for subsequent conveyance to the Property Owners' Association to be created.

B. Minimum Lot Size, Yards and Setbacks

1. Minimum Lot Size. No lot shall be lot-split or resubdivided into any lot having an area of less than 6,000 square feet; provided, however, that a lot may be divided into a parcel having less than 6,000 square feet if such parcel be held in common ownership with an adjoining parcel and the resulting area of the two parcels is not less than 6,000 square feet.

2. Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines depicted on the plat.

3. Side Yard. Each lot shall maintain side yards which are not less than five feet (5) in width. Side yard abutting a street shall not be less than 15 feet unless the garage entry is located on such side where it then shall be no less than 20 feet.

4. Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, the customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 10 feet to rear lot line nor encroach upon any utility easement.

5. Maximum Structure Height. The maximum structure height shall be 35 feet.

C. Floor Area of Dwellings.

1. Single Story. A single story dwelling shall have at least 1,200 square feet of finished heated living area.

2. Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,000 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 1,600 square feet of finished heated living area.

3. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plat level to the face of the outside wall. Required living area must average at least seven (7)feet six (6)inches in height, except that in the computation of second or upper story living area, the height shall be seven (7)feet six (6)inches for at least one-half of the required living area, and any area of less than five (5) feet in height shall be excluded.

4. Waiver. The Architectural Committee may waive, in the particular instance, the floor area requirements set out in Paragraph 1.

D. Garage

Each dwelling shall have a garage for at least two automobiles.

E. Building Material Requirements

1. Stem Walls. All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.

2. Roofing. The roof of the dwelling erected on any lot shall be 20 year shingles, or equal and shall be weathered wood in color. Minimum of 6/12 pitch for roof systems.

3. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 100% brick, stone, or stucco to the top plate of the first floor; provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (Exclusive of Fireplace chase)

F. Commercial Structures

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

G. Noxious Activity

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

H. Signs Prohibited

The construction or maintenance of advertising signs, or other advertising structures on any lot is prohibited, except as follows:

1. Signs advertising the sale or rental of a property are permitted, provided they do not exceed 9 square feet in display surface area.

2. During the development period of NEW BEDFORD, signs advertising the subdivision or the initial offering of a lot may be located at the entrances to NEW BEDFORD.

3. Permanent signs identifying the subdivision may be located at the entrances to NEW BEDFORD.

I. Existing Building

No existing erected building of any sort may be moved onto or place on any lot.

J. Temporary Structures and Outbuildings

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.

2. Except for building existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the specifications and design thereof are approved by the Architectural Committee.

K. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within NEW BEDFORD.

L. Antennae

No exterior radio or television tower, aerial, antenna, or satellite dish shall be located upon any lot, except a receiver dish not to exceed 18-inches in diameter which is attached to the dwelling.

M. Interior Fences or Walls

Interior fences and walls situated upon residential lots shall comply with the following:

1. No such fence or wall shall exceed 6 feet in height. No fence or wall shall be erected or maintained nearer to the streets within the subdivision than the building setback lines depicted on the plat. Fence or walls shall be wood, wrought iron, or masonry construction. Chain link is not acceptable.

N. Swimming Pools

Above Ground Swimming Pools are prohibited.

O. Trash Containers

Trash containers, except during periods of collection shall be stored out of view from abutting streets. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.

P. Architectural Committee-Plan Review

1. No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of Terry Davis and Charles Ramsay, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above-named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within 30 days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain.

3. The powers and duties of the Committee or its designated representative shall cease on the 1st day of April, 2007.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. Formation of Owners' Association

The Developers have formed or shall cause to be formed the NEW BEDFORD Property Owners' Association, Inc. (hereinafter referred to as the Association), a non-profit entity established pursuant to the General Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the streets and other common areas including "Reserves "A" and "B" and "C" and their recreational facilities, swimming pool and facilities, detention facilities and the landscaping and fencing in the landscape easements and enhancing the value, desirability and attractiveness of NEW BEDFORD.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The owners and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, not to exceed $300.00 per year per lot owned; provided, however, the Board of Directors may increase each year subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any of the Consumer Price Index occurring over the 12 months ending 60 days prior to the current assessment period or 5%, whichever is greater. "Consumer Price Index" shall mean the index published by the U. S. Department of Labor for the area including Wagoner, Oklahoma. Annual assessments exceeding the amount above set forth shall require the assent of 75% of the lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorneys' fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

D. Certain Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants within this document contained, and shall have the right to enforce said covenants and agreements.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Developers, their successors and assigns and all parties claiming under them. Within the provisions of Section I, are set forth certain covenants and the enforcement rights pertaining thereto and additionally the covenants within Sections I and II whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the County of Wagoner, Oklahoma and City of Broken Arrow when annexed. The covenants within Section III and IV shall inure to the benefit of owners of residential lots within the subdivision, and the Property Owners' Association provided for in Section IV. If the Developer or owners of lots within NEW BEDFORD, or their successors or assigns shall violate any of the covenants within Section III or IV, it shall be lawful for any person or persons owning any lot situated within the subdivision or the property owners' association to maintain any action in law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

B. Duration

These restrictions shall remain in full force and effect until April 1, 2027 and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. Amendment or Termination

The Covenants contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Broken Arrow Planning Commission, or its successors with the approval by the County of Wagoner and the City of Broken Arrow, when annexed. The Covenants contained within Section II. Land Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision. The Covenants within Section III. Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least one (1) lot within New Bedford or alternatively, the covenants within Section III may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, provided however in the event of a conflict of amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

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.

IN WITNESS WHEREOF: CHEVY PLACE, L.L.C., an Oklahoma limited liability company, has executed this instrument this 5 day of April, 2002.

CHEVY PLACE, L.L.C.
By Terry L. Davis, Member

STATE OF OKLAHOMA )
) SS
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 5 of April, 2002, personally appeared Terry L. Davis, to me known as the identical person who subscribed the name of CHEVY PLACE, L.L.C. thereof to the foregoing instrument as a member and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission

CERTIFICATE

I, WILLIAM E. LEWIS, Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have at the instance of the owner designated above, caused the above described survey performed under my supervision, and that the accompanying plat is a true and accurate representation of said survey.

Signed and sealed this 5 day of April, 2002.

Registered Land Surveyor

STATE OF OKLAHOMA )
) SS
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of April, 2002, personally appeared WILLIAM E. LEWIS, to me known to be the identical person who executed the within and foregoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above last written.

Notary Public

My commission