



DEED OF DEDICATION AND RESTRICTIVE COVENANTS
Saddle Creek Estates

KNOW ALL MEN BY THESE PRESENTS:
Coweta Land Company, LLC, hereinafter referred to as the "Developer" is the owner of the following described land in Wagoner County, Oklahoma (the "Property") to-wit:

A tract of land situated in the South Half of the Northwest Quarter (S/2 NW/4) of Section 16, T-17-N, R-16-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of the NW/4 of Section 16, The N 01'22'25"W and along the west line of said Section 16 for 97.14 feet to the point of beginning;

Thence N 88°54'54"E for 1858.27 feet; thence N 68°27'39"E for 171.80 feet; thence N 88°57'57"E for 241.20 feet; thence S 73°48'45"E for 191.03 feet; thence N72°31'51"E for 79.35 feet; thence N87°08'08"E for 39.23 feet; thence S75°07'34"E for 82.88 feet; thence N01°24'55"W for 525.64 feet; thence S 88°54'54"W for 2637.55 feet to a point on the west line of said Section 16; thence S01°22'40"E for 529.56 feet to the point of beginning.

And has caused the above described tract of land to be surveyed, staked, platted and subdivided into twenty-six (26) lots and four (4) blocks, in conformity with the accompanying Plat, and has designated the subdivision as "Saddle Creek Estates" a subdivision in Wagoner County, Oklahoma.

NOW, THEREFORE, Developer hereby declares that all of the Property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Saddle Creek Estates (the "Addition"). These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

SECTION I. STREETS, EASEMENTS AND UTILITIES

Now, therefore, the Undersigned Owner\Developer hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner\Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Coweta and approved by the Coweta Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by City of Coweta, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner\Developer, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as Saddle Creek Estates), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner\Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within Saddle Creek Estates.

A. Water Service and Sanitary Sewer

In connection with the provisions for water services and aerobic sewer service all of the Lots in Saddle Creek Estates are subject to the following covenants and restrictions, to-wit:

1. Water Facilities: The owner of each lot shall be responsible for the protection of the public water mains located on such owner's lot and shall prevent the alteration of grade in excess of three (3) inches from the original contours or from any construction activity which may interfere with said facilities. Said alteration of grade restrictions shall be limited to the easement areas.

Wagoner County Rural Water District (RWD) No. 5 shall be responsible for ordinary maintenance of its facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. RWD No. 5 shall have the right to access with its equipment all easement ways shown on the plat for installing, maintaining, removing or replacing any portion of its underground water facilities. The foregoing covenants concerning water facilities shall be enforceable by Wagoner County RWD No. 5 and the owner of each lot agrees to be bound hereby.

2. Landscape and Paving Repair: 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 any underground water mains. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten, or harm any water utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or right-of-way, the District shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

3. The owner of each lot shall be responsible for the protection of the private sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with the sanitary sewer facility.

4. Sanitary Sewage shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage or septic tank with lateral line, disposal systems. No other onsite sewage disposal systems shall be allowed without written approval from the Developer. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set forth by the Oklahoma Department of Environmental Quality.

B. Electric, Telephone, Cable Television, Natural Gas.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North and West and South lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot; provided that upon the installation of such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

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

5. The foregoing covenants concerning underground electric, telephone, and cable television shall be enforceable by the supplier of electric, telephone, cable television, and the owner of each lot agrees to be bound hereby.

- C. The Undersigned Owner\Developer will do the following: All streets shall be graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Coweta to include bar ditches, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the Owner, at his expense, and in compliance with the Engineering Design Standards of the City of Coweta. The streets shall be maintained in good repair by the Owner\Developer for a period of Two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner\Developer for a period of One (1) year after the City's written acceptance of the construction.

D. Paving and Landscaping Within Easements.

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 any underground water mains or public storm sewer. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten, or harm any public utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the Rural Water District or the holders of any easement within the Property shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

SECTION II. RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the Addition and for maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Addition.

A. DEVELOPER HEREBY FORMS AN ARCHITECTURAL COMMITTEE ("ARCHITECTURAL COMMITTEE") THAT SHALL OPERATE AS FOLLOWS:

1. Approve all plans for any structure to be built on any lot;
2. Be responsible for interpreting the development and construction standards contained herein;

3. Consist of not less than one (1) or more than three (3) members to be appointed by Developer until Developer, in its sole discretion, assigns and transfers the responsibility for the appointment of the architectural committee to the Association. The Developer shall be the initial member of the Architectural Committee.

4. No building or improvements may be commenced on any lot in the addition without first obtaining the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the addition:

- A. An accurate site plan;
- B. An accurate floor plan;
- C. All exterior elevations;
- D. A landscaping plan, including the composition, location and height of fencing.

- E. Any other plans or information requiring the approval of City of Coweta or its representatives pursuant to Section I of this Deed of Dedication; and

- F. Details regarding the composition of all roofing and exterior building materials.

5. The Architectural Committee may establish architectural guidelines which may contain general provisions applicable to all of the Addition. The Architectural Committee shall have the sole and complete authority to amend the architectural guidelines. Any such amendments shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

6. The Architectural Committee members and their agents shall have the right to enter upon any lot and any dwelling or improvements thereon at any time during construction, with or without notice to the lot owner or his contractors, for the purpose of inspecting any improvements being constructed thereon, to determine if said improvements are in compliance with the approved plans and specifications, the architectural guidelines and the covenants.

7. No Warranty as to Plans. Notwithstanding anything herein to the contrary, the Developer, the Architectural Committee and the Board of Directors shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve any buildings plans shall not be deemed a waiver of any restrictions unless the Developer or the Architectural Committee is herein authorized to grant the waiver. It is the responsibility of each lot owner, and not the Developer or the Architectural Committee, to insure that such owner's grantor and/or builder has caused the subject lot, and all improvements thereto, to be in full compliance with all relevant codes, standards and requirements and covenants and restrictions imposed upon the Addition.

- B. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS. In addition to the Architectural Guidelines, the following standards shall apply to all dwellings and improvements in the Addition.

1. Dwellings. Unless waived by the Developer in writing, the following standards shall apply to all dwellings in the Addition:

- A. Dwelling Size. All single story dwellings shall have a minimum living space of at least 1,700 square feet. Dwelling in excess of a single story shall have a minimum living space of 1,400 square feet at the lower level and a total minimum living space of at least 2,100 square feet. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.

- B. Masonry. All dwellings shall have at least seventy-five percent (75%) of exterior walls thereof comprised of masonry. The front exterior walls of the dwelling shall be comprised of brick or stone to the first floor plate line; provided, however that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. Corner lots shall be full masonry. The Developer reserves the right to permit dryvit brand or similar exterior construction material in lieu of brick or stone.

- C. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports are not permitted.

- D. Patio Covers. All patio covers shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, single color and materials as the residence.

- E. Driveways. All driveways into a lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width and shall extend to the edge of the street surface material. The drainage culverts underneath the driveways shall be made of CGMP, HDPE or HP pipe or equal to or better. The ends of such culverts shall not extend beyond the headwalls. The diameter of such culverts shall be approved by the Developer's engineer and such culverts shall be carefully set on grade so as to permit the free flow of storm water through the culvert.

- F. Roof Materials, Pitch. The roof of the dwelling shall have a pitch of at least 8/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 4/12. Roof materials shall be Heritage II or equal composition shingles and shall be dark earth tone in color to resemble weathered wood. All external roof vents and plumbing shall be painted to match the color of the dwelling.

- G. Sodding and Landscaping. Upon completion of construction of any residence, the owner shall be responsible for carefully re-establishing the final grade of the borrow ditch to permit free flow of storm water. The bar ditch shall be fully sodded up the edge of the street surface material. The front yard of each lot shall be sodded or seeded.

- H. Chimney. All chimneys shall contain a brick veneer or masonry conforming to the dwelling up to the bottom plate-line.

- I. Vents and Chimney Caps. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.

K. Overland Drainage Easements

1. The owner does hereby dedicate to the public perpetual easements on, over, and across those areas designated on the accompanying plat as "Overland Drainage Easement" for the purpose of permitting the overland flow, conveyance, and discharge of stormwater runoff from various lots within the subdivision and from properties outside the subdivision.

2. No fence, wall, building or other obstruction shall be placed or maintained within an overland drainage easement.

3. Overland Drainage Easements located within a lot shall be maintained by the owner of the lot at the owner's expense in accordance with standards prescribed by the City of Coweta, Oklahoma. In the event the owner of the lot fails to properly maintain the easements located thereon or, in the event of the placement of an obstruction within such easements, or the alteration of grade therein, the City of Coweta, Oklahoma, or its designated contractor may enter the easements and perform maintenance necessary to achieve the intended drainage functions and may remove any obstruction or correct any alteration of grade, and the costs shall be paid by the lot owner.

2. Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless

otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard: 35 feet
Side yard: 10 feet
Other side yard: 12 feet
Backyard: 20 feet

3. Fences. The following restrictions shall pertain to fencing: No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Architectural Committee, and no fence on any lot shall exceed five (5) feet in height. All chain link fences shall be vinyl wrapped. In addition to all fencing restrictions set forth in the paragraph above, the following fencing restrictions shall apply to all lots:

No privacy fence shall be erected upon any lot without the written approval of the Developer and/or the Architectural Committee. In the event a privacy fence is approved, it shall be used for screening purposes and shall not exceed five (5) feet in height and must be of natural wood and steel post with cap and trim. All privacy fence must be natural in color or stained in an earth tone color. Such fence shall be neatly maintained.

4. Outbuildings. All plans for tool sheds, hobby rooms, or other outbuildings shall be approved by the Architectural Committee. All outbuildings shall conform to following:

- A. All outbuildings shall have a minimum of 160 square feet.
- B. All outbuildings shall have a maximum of 2400 square feet.
- C. No outbuilding shall have an overhead door that exceeds ten (10) feet in height.
- D. All outbuildings shall contain at least 25% masonry or a colored metal wainscot.

No garage or outbuilding on any Lot shall be used as a residence or living quarters. No

building of any type shall be moved onto any Lot or Common Area without the Architectural Committee's prior, written consent.

5. Antennae. No television, radio, or other antennae, and no reception devices exceeding eighteen (18) inches in diameter shall be constructed or maintained on any lot without the written approval of the Architectural Committee.

C. LOT USE AND RESTRICTIONS.

1. Lot Use. Lots shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose; provided, however, the Developer may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Developer's sole discretion. No residential lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds two (2) stories in height. No building not meeting a specific building code identified by the Architectural Committee may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition.

2. Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a residential lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion. Violations of this Paragraph shall be determined at the discretion of the Saddle Creek Estates HOA Board of Directors.

3. Animals. No animals, livestock, or poultry of any kind shall be kept on any residential lot except for domesticated household pets, provided, however, that no more than three (3) adult dogs shall be maintained on any residential lot. Excessive barking by any dog shall, in the sole opinion of the Developer or the majority of the Board of Directors of the Association, be deemed a nuisance and immediately subject the dog to impound and the owner thereof to a fine in the amount levied by the Association's Board of Directors. The amount of such fine shall become a lien upon the owner's lot and governed by Section V, Paragraph C, hereof. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. No kennels are permitted. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Animals shall not be permitted to roam on the reserve areas, and at the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

4. Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property. The Developer and the Association each reserves the right for its agents or assigns to enter upon any residential lot for the purpose of maintenance if a lot is not being maintained in a manner acceptable to the Developer and/or the Architectural Committee. The cost of such maintenance shall become a lien upon the lot and governed by Section V, Paragraph C, hereof.

5. Wind Generators and Solar Collectors. No wind generators or solar collectors shall be installed without the prior written approval of the Architectural Committee.

6. Swimming Pools. All pool service equipment shall be fenced and located in either (A) a side yard between the front and rear boundaries of the dwelling, or (B) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street. No temporary pool covering will extend higher than four feet above the water level of the pool.