

DEED OF DEDICATION  
FOR  
TIMBER RIDGE PLAZA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Roland Investments, Ltd. is the sole owner in fee simple of the following described real property in Wagoner County, State of Oklahoma, to-wit;

A tract of land situated in the SE/4 of Section 35, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the U.S. Government Survey thereof and being more particularly described as follows, to-wit: Beginning at a point on the South line of Said SE/4, 715.69 feet Due West from Southeast Corner thereof, Thence Due West and along the South line of Said SE/4 for 874.69 feet to the Southeast corner of Timber Ridge Estates, a subdivision in Wagoner County, Oklahoma according to the recorded plat thereof, Thence N 0 05'09" W and along the East line of Said Timber Ridge Estates for 1,625.85 feet, Thence Due East for 290.00 feet, Thence Due South for 121.52 feet, Thence Due East for 212.87 feet, Thence S 75 00'00" E for 272.94 feet, Thence S 28 34'33" E for 231.25 feet, Thence Due South for 1,230.61 to the point of beginning and containing 30.4036 acres more or less,

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "TIMBER RIDGE PLAZA", an Addition to the City of Coweta, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. Utility Easements and Streets. The undersigned owner dedicates to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, 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 appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above 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 owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls.

2. Restrictive Drainage and Storm Sewer Easement. Areas designated on the accompanying plat as "RESTRICTIVE DRAINAGEWAY AND STORM SEWER EASEMENT" are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from within this subdivision. Drainage facilities constructed in the restrictive drainage area shall be in accordance with the standard plans and specifications of the City of Coweta. The restrictive drainage area and facilities shall be maintained by the lot owner upon which the drainage is located at his cost in accordance with the standards as prescribed by the City of Coweta. In the event the lot owner should fail to adequately and properly maintain the drainage area and facilities, the City of Coweta or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Coweta. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainage area without the approval of the City Engineer of the City of Coweta and there shall be no alteration of the grades or contours in the restrictive drainage area without the approval of the City Engineer of the City of Coweta. The easement or any part thereof may be terminated, released, and canceled upon a resolution being adopted by the Coweta City Council providing such.

3. Limits of No Access. The owners hereby relinquish 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 be released, altered, or amended by the City of Coweta as 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 the City of Coweta, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.

4. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:  
A. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the South line of the subdivision. Street light poles or standards shall be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.  
B. 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 to all houses which may be located on all lots in Said Addition may be run from the

nearest 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 service cable to a particular house, the supplier of electric service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each 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.

C. The supplier of electric, telephone, cable television and natural gas 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 deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or natural gas services so installed by it.

D. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television, and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities caused or necessitated by the acts of the owner or its agents or contractors.

E. The foregoing covenants concerning underground electric, telephone, cable television, and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or natural gas service, and the owner of each lot agrees to be bound thereby.

5. In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted utility easement area, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include, valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

The City of Coweta or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Coweta or its successors through its agents and employees shall at all times have the 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 underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Coweta or its successors, and the owner of the lot agrees to be bound hereby.

6. Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

SECTION II. LAND USE. PLANNED UNIT DEVELOPMENT RESTRICTIONS:

WHEREAS, "TIMBER RIDGE PLAZA" is a part of a Planned Unit Development approved by the Coweta City Council on August 4, 1986, and: WHEREAS, the Planned Unit Development provisions of the Coweta Zoning Code require the establishment of covenants of record sufficient to assure continued compliance with the approved Planned Unit Development thereto.

NOW, therefore, the Owner for the purpose of providing for the orderly development of "TIMBER RIDGE PLAZA", and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, their successors, grantees, and assigns, and the City of Coweta, Oklahoma, does hereby impose the following restrictions and covenants running with the land.

1. That the applicant's outline development plan and text be made a condition of approval, unless revised herein.

- 2. Development Standards
  - a. 8.4 acres of commercial area with two of the building located in the southeast corner of the development tract.
  - b. 10.9 acres of apartments at a maximum density of 25 units per acre wrapped around the western and northern side of the commercial area.
  - c. 29.5 acres of high-tech, industrial-commercial use adjacent to the railroad right-of-way and north of the area of commercial development.
  - d. 52.2 acres of residential single family lots ranging in size from minimum lot size of 60' x 120' to approximately 130' x 160' with the higher densities in the south and west portions of the PUD and the lower densities in the northwest.
  - e. The total amount of commercial floor area in the entire PUD will not exceed 294,579 sq. ft. and may be distributed between the Commercial shopping area and the Commercial High Tech Office Park as the developer feels appropriate so long as the total floor area limit is not exceeded.
  - f. The total number of dwelling units will not exceed 482 and the total number of multi-family units will not exceed 285. The minimum lot size for any single family lot will be 6,900 sq. ft. The number of single family dwelling units may vary within the Estate Lots and the Standard Lots area so long as the total number of dwelling units in the PUD does not exceed 482 and the total number of lots in the Estate Lots area does not exceed 60.

SECTION III. DEVELOPMENT AND CONSTRUCTION STANDARDS.

WHEREAS, the owner desires to establish restrictions for the purpose of

achieving an orderly development for the mutual benefit of the Owner, the Owner's successors in title and the City of Coweta, Oklahoma; and

WHEREAS, the Planned Unit Development provision of the City of Coweta Zoning Code require the establishment of covenants of record insuring to and enforceable by the City of Coweta, Oklahoma sufficient to assure continued compliance with the approved Planned Unit Development and amendments thereto; and

THEREFORE, the Owner does hereby impose the following restrictions and covenants running with the land and shall be binding upon the Owner, its successors and assigns and shall be enforceable as hereinafter set forth.

1. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure or building to be built on any lot and shall also be responsible for the interpreting the development and construction standards contained herein. Roland Investments, Ltd., the Developer, its successors, assigns or appointees are hereafter referred to as the Architectural Committee.

2. All lots shall be single family residential lots only. Single story homes shall have a minimum of 1000 square feet of living area. One and one-half or two story homes shall have no less than 1400 square feet of living area with a minimum of 800 square feet of living area on the first floor. This provision for one and one-half and two story homes may be modified with written approval of the Architectural Committee.

3. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garage shall be enclosed and attached. Carports are not permitted.

4. No pre-existing or off-site built residence or out building may be moved onto any lot.

5. No out building, retaining wall or any other permanent structure or improvement shall be built without prior written approval of the Architectural committee and receive a City of Coweta building permit. Out buildings shall be built on-site.

6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

7. No obnoxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall any vegetable gardens be in front of the main structure of said residence, no exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot.

8. No fences, enclosures, or part of any building of any type or nature whatsoever shall be constructed, erected, placed or maintained closer to the front lot line than the building line applicable and in effect to each lot, nor shall a fence be erected in front of a dwelling, whether it is on their lot or the adjacent lot. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines extended. The same line limitations shall apply on any lot within ten (10) feet from the intersection of a property line with the edge of the driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. No inoperative vehicles shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored within a front yard, or in front of the building line, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.

10. All residences using composition shingles, the shingles will be 210# Wood colored or equal. No other composition shingle will be allowed. The structure will have a minimum of 2 1/2" masonry. This provision may be modified by written approval by the Architectural Committee.

11. These restrictive covenants, together with the other documents incorporated by reference shall be construed as a whole. The captions herein contains or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instrument as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions or protective covenants. In matters pertaining to the appearance of specific homes in "TIMBER RIDGE PLAZA" and the overall appearance of "TIMBER RIDGE PLAZA" subdivision, the Architectural committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

12. The developers of "TIMBER RIDGE PLAZA" reserve the right in their sole discretion and without joinder of any owner at any time so long as

it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Wagoner County, Oklahoma.

SECTION IV. TERM, AMENDMENT, AND ENFORCEMENT.

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, and by the City of Coweta Oklahoma, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years, unless by a majority vote of the then owners within "TIMBER RIDGE PLAZA" it is agreed, with approval of the City of Coweta, Oklahoma, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "TIMBER RIDGE PLAZA" with the approval of the City of Coweta, Oklahoma.

2. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "TIMBER RIDGE PLAZA", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or the City of Coweta, Oklahoma, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgement or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "TIMBER RIDGE PLAZA" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, ROLAND INVESTMENTS, LTD. has caused this Certificate of Dedication and Restrictive Covenants to be executed this 18th day of July, 1996.

ROLAND INVESTMENTS, LTD.  
By: *Oneta M. Roland*  
Oneta M. Roland, Vice-President

STATE OF OKLAHOMA )  
                          )SS  
COUNTY OF WAGONER )

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of July, 1996, personally appeared Oneta M. Roland, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as its President 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 corporation, for the uses and purposes set forth therein.

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

My Commission Expires: July 6, 1999  
*Jeresa Baum*  
Notary Public

SURVEYOR'S CERTIFICATE

I, Joe E. Donelson, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the insistence of the above owner, carefully and accurately surveyed, subdivided, and platted the tract of land above described, and that plat designated as "TIMBER RIDGE PLAZA", an Addition to the City of Coweta, Oklahoma accurately represents such survey.

WITNESS my hand and seal this 18th day of July, 1996

*Joe E. Donelson*  
JOE E. DONELSON  
L.S. 353  
STATE OF OKLAHOMA )  
                          )SS  
COUNTY OF WAGONER )

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of July, 1996, personally appeared Joe E. Donelson, to me known to be the identical person who executed the foregoing instrument, and acknowledges to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth therein.

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

My Commission Expires: July 6, 1999  
*Jeresa Baum*  
Notary Public

