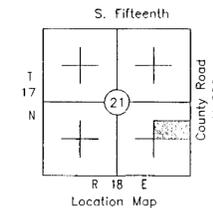


WESTON & WILLIAMS SUBDIVISION



DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Whereas Ernest D. Williams and Donna L. Williams are the owners of the following described land in the County of Wagoner State of Oklahoma, to-wit :

South half of the Northeast quarter of the Southeast quarter of Section 21, T-17-N,
 R-18-E.

And whereas, the above owner has caused the above described tract to be surveyed, staked, platted, and subdivided into lots, blocks, and streets, and have designated the same as Weston & Williams, a subdivision in Wagoner County, State of Oklahoma.

Now, therefore, the undersigned owner does hereby dedicate for public use all the streets as shown on said plat and do hereby guarantee the title to all the land covered by said street for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title of the subdivisions of said tract (hereinafter referred to as lots). The undersigned do hereby impose the following restrictions and create the easements which shall be binding upon them, their successors and assigns, to-wit:

1. These covenants, conditions and restrictions are to run with the title to the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date the covenants are recorded, after which time the same shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to rescind same in whole or in part.
2. If the parties hereto, or any of their heirs, or assigns shall violate or attempt to violate any of the covenants, conditions, or restrictions, hereto, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against him or them from so doing or to recover damages or other dues for such violation. Further, the prevailing party in any such action at law or in equity shall be entitled to reimbursement of their costs and attorney fees to be set at the discretions of the Court, in addition to any such damages or issuance of any injunction.
3. All lots in the addition shall be known and described as residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single-family dwelling, at least one story in height, with not less than an attached two car garage. All detached garages shall be in conformance with style and material used in main residence.
4. No building shall be located nearer to the front of the lot line, nor nearer to the side street line than the building lines shown recorded on the plat; and in any event, no building shall be located nearer than fifteen (15) feet to any side lot line.
5. No business or trade activity shall be carried on upon any lot in said addition. No noxious or offensive activity shall be carried on upon any lot, neither shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No building or dwelling unit on any lot shall have less than one thousand six hundred (1600) square feet of enclosed living area for any one single family unit, exclusive of open porches, garages, or breezeways. In the event of a dwelling having more than one story, there shall be a minimum of 1500 square feet on the first story and not less than 400 square feet on the second story, exclusive of open porches, garages, and breezeways.
7. Only qualified builders shall be permitted to build in this subdivision and said builders must first be approved by Ernie Williams or Mike Weston.
8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial use, that each lot owner shall be restricted to no more than two (2) household pets, and that all pets must be kept fenced or otherwise restrained.
9. No dwelling shall hereinafter be erected or placed in any lot which has a roof pitch of less than 2 1/2 in 12'. All composition roofing material shall be 240 pound class or greater.
10. Construction of new buildings only shall be permitted. It is the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision. All buildings to be modular or prefabricated homes permitted on the tracts in this addition. No mobile homes will be allowed in this addition.
11. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
12. Except for ornamental fences which shall not exceed 30 inches in height, no fences shall be constructed in front of the building line of any residence on any lot in this addition.
13. There shall be no barbed wire, or metal fences, except this covenant shall not exclude ornamental iron fences.
14. No antennas for television, radios, or any other wireless device shall be located on the exterior of any residence.
15. Exteriors of all structures erected on any homesite shall be a minimum of 30% masonry, brick or stone.
16. Except as hereinafter provided, no lot or parcel shall be used as parking, storing, display or accommodation area for any type of motor vehicle boat, trailer, camper, or motor-driven vehicle, except that this covenant shall not exclude the storage of motor homes, boats, trailers, or campers in the back one third (1/3) of any lot and no closer than fifteen (15) feet to any side lot line. Further, no lot or any portion of a lot shall be used to perform any activity thereon such as, but not limited to, maintenance, repair, rebuilding, dismantling, painting, or servicing of any kind.
17. (a.) No building, residence, fence, retaining wall, or any other type of improvement, including grading and drainage operations, shall be started on any lot until the plans and specifications, plot plan or any other plans or information necessary ultimate improvement or facility plans for any lot shall have been submitted to and approved by Ernie Williams or Mike Weston.
 (b.) Said approval must be in writing and shall not be unreasonably withheld if in conformance to the requirements set forth in this deed of dedication.
 (c.) Neither Ernie Williams or Mike Weston, nor any employee or agent thereof, shall be liable to any owner or to anyone submitting plans and specifications for approval, or to any other party by reason of mistake in judgment, negligence or nonfeasance, arising out of or in connection with its or their duties hereafter. Likewise, anyone so submitting such plans, and any person when he becomes an owner agrees that he or it will not bring any action or suit to recover any damages against Ernie Williams, Mike Weston or any employee or agent thereof; provided, nothing herein shall preclude a person from seeking relief in a court of competent jurisdiction from any action of Ernie Williams or Mike Weston, which is alleged to be arbitrary or unreasonable.
18. No advertisement sign or structure shall be erected, placed, or maintained on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, and signs erected by the builder or developer to advertise during the construction and sales period.
19. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Builder is responsible for cleanup of each lot within 30 days of completion of construction.
20. All driveways shall be paved with either asphalt or concrete or gravel. It is the intent of this covenant to prohibit dirt or similar type driveways. Paving is to be completed within 30 days of completion of construction.
21. Street light poles and standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
 (a.) 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 a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive permanent effective and exclusive right-of-way easement on said lot covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 (b.) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways as 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.
 (c.) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities Repair or cost of relocation, required by violation of this covenant, shall be paid by the owner of the lot.
22. All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence or other obstruction shall be placed in any easement or alleyway, and that full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that of such utility. Further, said removal required by violation of this covenant, shall be paid for by the owner of the lot.
 (a.) The foregoing covenants shall be enforceable by suppliers of utilities and the owner of each lot agrees to be bound hereby.

Date:	07-10-96
Scale:	NA
Designed:	THREE RIVERS ENGINEERING & SURVEYING
Drawn:	BILL REID
Checked:	
Engineer:	BILL REID

THREE RIVERS ENGINEERING & SURVEYING
 105 N. LEE ST
 PO BOX 1735
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 PH: (918) 478-8822
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**WESTON & WILLIAMS
 SUBDIVISION**
 Wagoner County, Oklahoma

PROJECT NO.:
 DRAWING NAME: WILLIAMI
 PROJECT ENGR.: B. REID

SHEET NO.
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