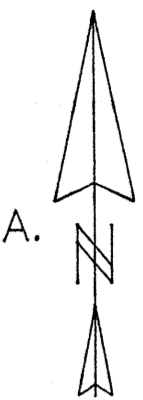


WHISPERING HILLS EXTENDED

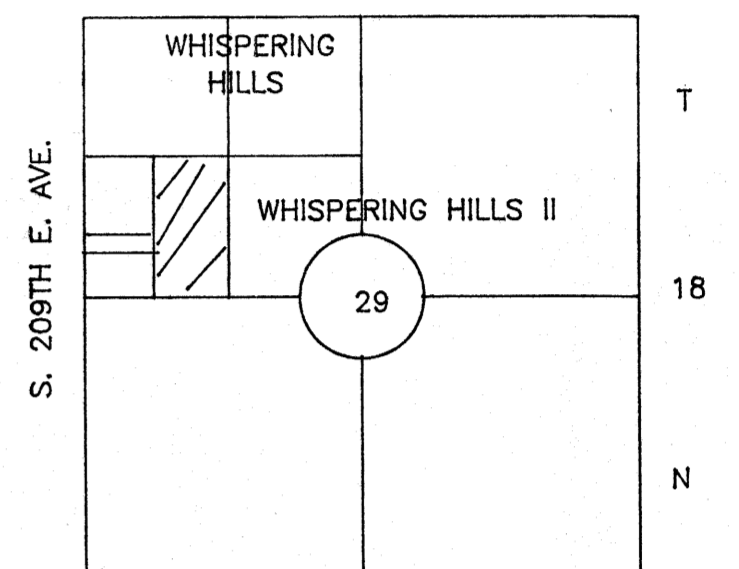
LEGAL DESCRIPTION

THE EAST HALF OF THE SW 1/4 OF THE NW 1/4 OF SECTION
29, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, OKLAHOMA.
CONTAINING 19.99 ACRES



42 LOTS

E. 101ST ST. SOUTH
R 15 E



LOCATION MAP

OWNER OF RECORD
HENRY SCHNEIDER
21482 East 101st Street South
Broken Arrow, OK 74014

CERTIFICATE OF SURVEY

I, Michael J. Huddleston, a registered land surveyor in the State of Oklahoma do hereby certify that I did at the instance of the above named owner survey the above described tract of land and prepare the attached plat and Deed of Dedication of Whispering Hills Extended, and that said survey is correct to the best of my knowledge, and that this survey meets or exceeds the minimum standard of land surveys in the State of Oklahoma.

Michael J. Huddleston 6-13-05
Michael J. Huddleston, P.L.S. 1103, expires 4/30/2006
Oklahoma Certificate of Authorization No. 1613, expires 6/30/2005

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I, hereby certify that the above noted subdivision, Whispering Hills Extended, is approved for the use of Public water supply and sanitary sewer.

By
Environmental Supervisor of the Oklahoma
Department of Environmental Quality

CITY OF COWETA PLANNING COMMISSION

I, *Phil Roland*, Chairman, DIRECTOR OF THE CITY OF COWETA PLANNING COMMISSION DO HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE PLAT WHISPERING HILLS EXTENDED ON THIS DAY OF JUNE, 2005.

CHAIRMAN *Phil Roland*

ACCEPTANCE OF DEDICATION TO THE CITY OF COWETA

BE IT RESOLVED BY THE CITY COUNCIL OF COWETA, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE ATTACHED PLAT IS HEREBY ACCEPTED.

ADOPTED BY THE CITY COUNCIL OF COWETA, OKLAHOMA, THIS 6th DAY OF JUNE, 2005.

ATTEST:

Janey J. City Clerk
City Clerk

R. J. Metz
Notary Public



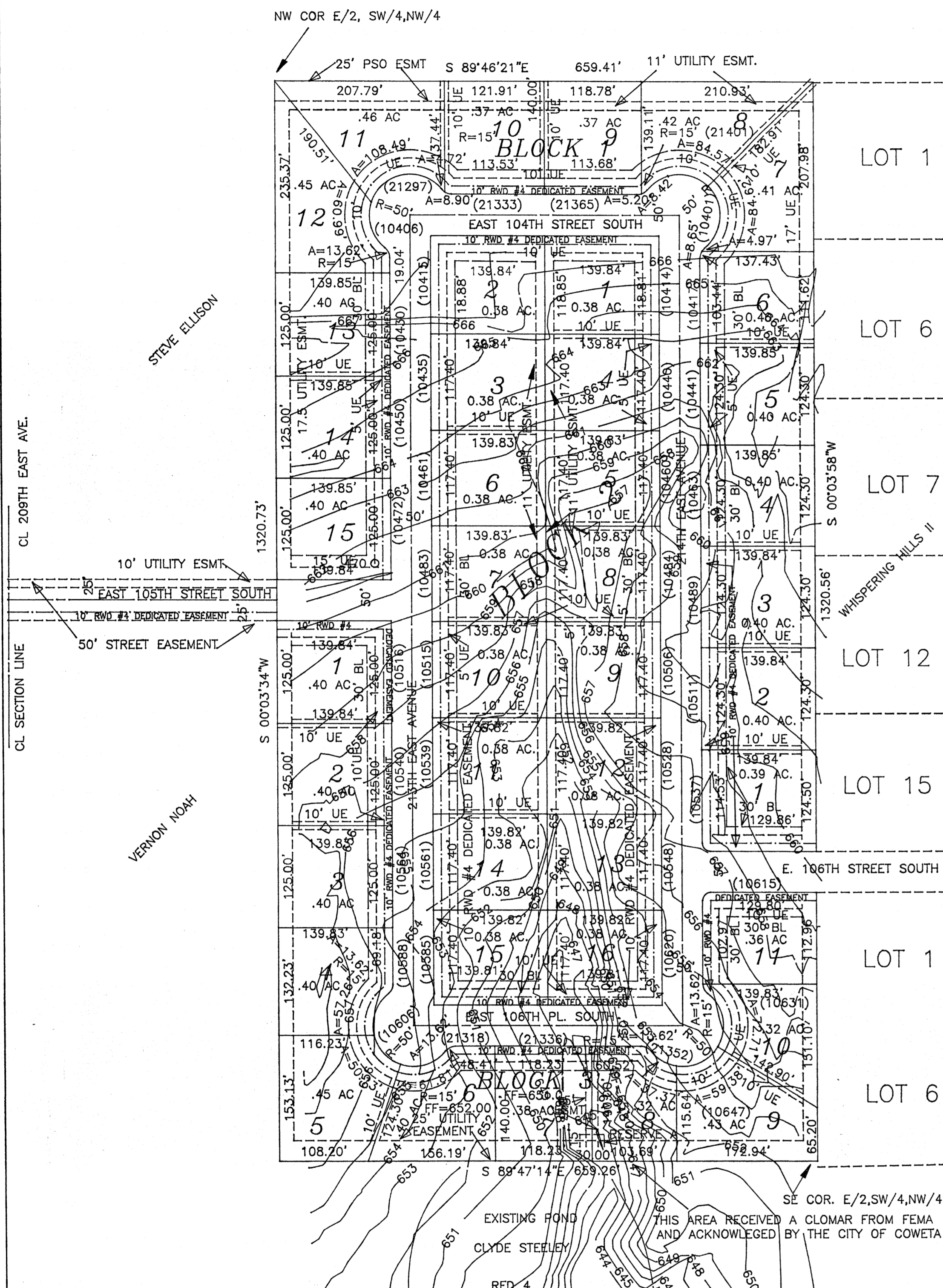
NOTE CONTOURS BASED ON NGVD DATUM FROM BENCH MARK LOCATED
AT 111TH STREET SOUTH AND LYNN LANE AVE. RM 18 ELEVATION = 644.69

HENRY SCHNEIDER

SCALE= 1" = 100'
DATE: 12-02-04
DRAWN BY

Michael J. Huddleston, L.S.
CA 1613 EXP 6-30-2005

FILE: whip3b



WHISPERING HILLS EXTENDED

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT: Henry and Norma Jean Schneider are the Owners of the following described property:
The East Half of the SW¹/₄ of the NW¹/₄ of Section 29, Township 18 North, Range 15 East, Wagoner County, Oklahoma.

That the Owner of the above described property has caused the same to be surveyed, staked and plotted into lots, streets and Utility easements and have caused the same to be named and designated as "WHISPERING HILLS EXTENDED" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the Public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated, and for the purpose of providing adequate restrictive covenants for the mutual benefit to the successors in title, to the subdivision of said tract, herein after referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on parties and all persons claiming under them until March 31, 2020 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the lots, then it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenants, and either to prevent him or them from doing so to recover damages or other dues for such violations. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions and they shall remain in full force and effect.

- Each lot may be used for only one single family dwelling.
- No building shall be located nearer than 30 feet from the front lot line, nor nearer than 7 feet of any side lot line.
- No residence or structure shall be erected on any building lot, which has an area less than shown on the recorded plat.
- No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood. No commercial business of any kind or nature shall be conducted on the described property. No part of the property described shall be used for the maintenance, care or housing of swine, poultry, cattle or horses.
- Each tract shall be permitted to construct a detached garage not to exceed 10 feet on the sidewalls. Exterior walls on detached garages to no less than 33% masonry fronts, sides and rear of the building.
- No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary nature or charter be used as a residence and the exterior surface of all single-family dwellings shall be at least 75% masonry.
- No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1900 square feet in area, and the exterior surface of all single family dwellings shall be at least 75% masonry.
- No structure previously used shall be moved onto any lot in this subdivision.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, or for the storage of motor vehicles not in use by the occupant of the lot, or for repair of motor vehicles of any kind.
- Recreational Vehicles to be parked behind privacy fence.
- Carports shall not be permitted.
- No radio or television tower shall be permitted.
- All residents using composition shingles shall use Weatherwood or equal in color.
- All roofs shall be 8/12 pitch or greater.
- All homes shall have a brick mailbox.
- No fence shall extend past the front building line of the house and not to extend above six feet in height.
- The under signed OWNER further dedicates to the public use forever the easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of construction, maintaining operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines, water lines, together with the rights-of-way, the right of ingress and egress upon said easements for the uses and purposes aforesaid. Provided However that the OWNER hereby reserves the right to construct, maintain and operate, lay and rely over, across and along all of the public streets shown in said plat and across and along all strips of land including within the plat easements shown thereon, both for the purpose of furnishing water and or sewer service to the area included in said plat and to any other area.
- Underground Utilities
 - Overhead poles may be located along the East and South perimeter of the subdivision if located in utility easements for the purpose of the supply of underground service. Street light pole or standards may be served by underground cable, and except as provided for in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways for the general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.
 - All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
 - Underground service cables and gas service lines to all structures which may be located on all lots in said subdivision may be run from the nearest gas main, service pedestal on 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 installation of such a service cable or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definite, permanent effective and exclusive right-of-way easement on said lot covering a five (5) feet strip extending 2.5 feet on either side of such service cable, extending from the service pedestal or transformer or gas main to the service entrance on said structure.
- The Owners of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the said electric and telephone facilities. Repairs or cost or relocation required by violation of this covenant shall be paid by the owner of the lot.
- The suppliers of electric, telephone, cable television and gas services, through its authorized agents and employees shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television and gas facilities so installed by them. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.
- The Owners of each lot in the Subdivision shall be responsible for the protection of the underground electric, telephone, cable television or gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the said facilities. The supplier of service will be responsible for ordinary maintenance of the underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.
- The foregoing covenants shall be enforceable by the supplier of electric, gas, cable television and telephone services and the owner of each lot agree to be bound hereby.

IN WITNESS WHEREOF:

Norma Jean Schneider

Henry Schneider

STATE OF OKLAHOMA
COUNTY OF WAGONER ss

Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this day personally appeared Henry Schneider and Norma Jean Schneider as owners of the above described property to me known to be the identical persons who subscribed the name the name of the maker thereof to the foregoing instrument as owners and acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth. My Commission Expires:



CERTIFICATE OF WAGONER COUNTY TREASURER
Gloria Marshall, do here now state that the taxes have been paid for the year 2004 and prior years for those properties herein listed to be designated as Whispering Hills Extended.
Gloria Marshall Wagoner Co. Treasurer 6/13/05
Gloria Marshall, Wagoner County Treasurer



CERTIFICATE OF WAGONER COUNTY CLERK
I, Carolyn Kusler, the County Clerk of Wagoner County, do here now state the subdivision called Whispering Hills Extended has been filed into Wagoner County Records.
Carolyn M. Kusler
Carolyn Kusler, Wagoner County Clerk

CL. SECTION LINE

CL. SECTION LINE

STEVE ELLISON

VERNON NOAH

NW COR E/2, SW/4, NW/4

LOT 1

LOT 6

LOT 7

LOT 12

LOT 15

LOT 1

LOT 6

WHISPERING HILLS

EXISTING POND
CLYDE STEELE
RFD 4
SE COR. E/2, SW/4, NW/4
THIS AREA RECEIVED A CLOMAR FROM FEMA AND ACKNOWLEDGED BY THE CITY OF COWETA