

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT THE D. M. SOKOLOWSKY LIVING TRUST HERINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE W/2, NW/4, SW/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 14 EAST, OF THE 1. 6. & N., TULSA COUNTY, STATE OF OKLAHOMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 7, THENCE N 1°36'23" W ALONG THE WESTERLY LINE OF SECTION 7 FOR A DISTANCE OF 1766.24' TO THE P.O.B.; THENCE CONTINUING N 1°36'23" W ALONG THE WESTERLY LINE OF SECTION 7 FOR A DISTANCE OF 648.38' TO THE NORTHWEST CORNER OF GOVERNMENT LOT THREE; THENCE N 89°44'31" E ALONG THE NORTHERLY LINE OF GOVERNMENT LOT THREE FOR A DISTANCE OF 88.89' TO A POINT ON THE WESTERLY R.O.W. LINE OF THE ADDITION, TOPEKA AND SANTA FE RAILROAD; THENCE S 14°19'59" W ALONG THE SAID WESTERLY R.O.W. FOR 150.32'; THENCE S 83°35'56" W PARALLEL WITH THE SOUTHERLY LINE OF SECTION 7 FOR A DISTANCE OF 631.24' TO THE P.O.B., CONTAINING 45.42 ACRES MORE OR LESS.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, NEIGHBORHOODS AND STREETS AS SHOWN ON THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "METRO HEIGHTS", AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA.

NOW THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF "METRO HEIGHTS" AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, HIS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFIICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH ARE HEREBY MADE A PART HEREOF AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "METRO HEIGHTS" AND BY THE BENEFIICIARIES OF THE COVENANTS SET FORTH IN SECTION 1 BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. STREETS AND UTILITY EASEMENTS

NOW, THEREFORE, THE DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE FOREVER, THE STREETS, EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT AND SURVEY THEREOF, FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING ANY AND ALL STREETS, PUBLIC UTILITIES INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION LINES, ELECTRIC POWER LINE AND TRANSFORMERS, GAS LINES AND WATER LINES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THEREON WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR RIGHTS IN THE STREETS SHOWN ON THE PLAT. NO BUILDING STRUCTURE SHALL OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES OF AFORESAID BE PLACED, ERRECTED, INSTALLED, MAINTAINED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN ON THE PLAT PROVIDED THAT HOWEVER, THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL STRIPS OF LAND INCLUDED WITHIN THE EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT, BOTH FOR THE FURNISHING OF WATER AND/OR SEWER SERVICES TO THE ADDITION.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING, PAVING AND TEMPORARY RELOCATION OF PORTABLE BUILDINGS LOCATED WITHIN UTILITY EASEMENTS AND RIGHTS-OF-WAY DAMAGED AS A RESULT OF REPAIRS TO OR REPLACEMENTS OF WATER, SANITARY SEWER MAINS, ELECTRIC, NATURAL GAS OR COMMUNICATION SERVICES.

NO LOT OWNER SHALL PLANT ANY TREE OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY DAMAGE, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED BY THE MUNICIPALITY THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, THE CITY SHALL HAVE THE RIGHT TO REMOVE SAID SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNERS EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

A. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED ALONG THE EAST, WEST, NORTH AND SOUTH BOUNDARIES AND TRANSMISSION LINE EASEMENT AS SHOWN ON THE ATTACHED PLAT. THE SUPPLIER OF ELECTRIC AND COMMUNICATION SERVICE ("COMPANY"), THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL HAVE THE RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, TREAT AND DISPOSE OF ANY TREES AND UNDERGROWTH WITHIN SAID EASEMENT-WAYS OR ON PROPERTY CONTIGUOUS THERETO WHICH, IN THE COMPANY'S SOLE JUDGMENT, INTERFERE OR THREATEN TO INTERFERE WITH THE COMPANY'S STRUCTURES, LINES, FIXTURES AND EQUIPMENT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS 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.

2. EXCEPT TO HOUSES ON LOTS DESCRIBED IN PARAGRAPH (1) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC OR COMMUNICATION SERVICE LINES, 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 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 HOUSE.

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, PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID 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 AND COMMUNICATION FACILITIES. THE COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC 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 ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC AND COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER AND SANITARY SEWER SERVICES

1. OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY SEWER FACILITIES LOCATED ON THEIR LOTS. THE CITY OF OWASSO, OKLAHOMA SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER FACILITIES, AND SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS. THE CITY OF OWASSO, OKLAHOMA OR ITS SUCCESSORS SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENTS SHOWN ON THE PLAT, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND WATER AND SEWER FACILITIES.

C. STORM SEWER

1. DRAINAGE EASEMENTS, NO BUILDINGS, OUTBUILDINGS, STRUCTURES, FENCES, TREES, SHRUBS OR OTHER VEGETATION SHALL BE PLACED IN DRAINAGEWAY EASEMENTS AS REFLECTED ON THE PLAT EXCEPT GRASSES NORMALLY USED FOR LAWN PURPOSES. NO OBSTRUCTIONS SHALL BE PLACED OR PERMITTED TO REMAIN IN ANY OF THE DESIGNATED DRAINAGEWAY EASEMENTS THAT WOULD HINDER OR RESTRICT THE FREE AND VOLUNTARY FLOW OF STREAM WATER FROM ITS INTENDED PASSAGEWAY.

D. INGRESS, EGRESS AND WALKWAYS

1. CONSTRUCTION OF ACCELERATION LANES, DECELERATION LANES AND SIDEWALKS SHALL BE COMPLETED BY THE OWNER, WITHIN THE PUBLIC DEDICATION ALONG NORTH NINGO ROAD AND INTERIOR SIDEWALKS SHALL BE CONSTRUCTED, AS REQUIRED BY AND IN ACCORDANCE WITH THE STANDARDS OF THE OKLAHOMA SUBDIVISION REGULATOR AND DESIGN CRITERIA.

E. GAS SERVICE

1. GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT.

2. GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE 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 A GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF LINE EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL 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 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

SECTION II. RESTRICTIVE COVENANTS

NOW, THEREFORE, THE DEVELOPER FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE ADDITION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF OWASSO, OKLAHOMA DOES HEREBY IMPOSE THE FOLLOWING COVENANTS AND RESTRICTIONS UPON ALL REAL ESTATE WITHIN THE ADDITION TO WIT:

A. LOT USE. LOTS WITHIN THE ADDITION SHALL BE ONLY USED FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO LOT SHALL BE USED FOR BUSINESS, COMMERCIAL, PROFESSIONAL OR MANUFACTURING PURPOSES PROVIDED THAT, HOWEVER, THIS PROHIBITOR SHALL NOT APPLY TO ANY BUILDING OR STRUCTURE THAT MAY BE PLACED ON ANY LOT OR PORTION OF A LOT WITHIN THE ADDITION THAT IS USED EXCLUSIVELY BY A PUBLIC UTILITY COMPANY IN CONNECTION WITH THE FURNISHING OF PUBLIC UTILITY SERVICES TO THE ADDITION OR TO THE PROPERTY ADJACENT TO THE ADDITION.

B. DWELLINGS. NO STRUCTURE OF A TEMPORARY CHARACTER SHALL BE USED AS A RESIDENCE.

1. DWELLING SIZE. ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF 1400 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1200 SQUARE FEET AT THE LOWER LEVEL. NO DWELLING SHALL HAVE MORE THAN TWO (2) STOREYS.

2. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE EXTERIOR WALLS THEREOF COMPOSED OF BRICK OR STONE.

3. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING AT LEAST TWO (2), BUT NOT MORE THAN THREE (3) STANDARD SIZED AUTOMOBILES.

4. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH.

C. CERTIFICATE OF APPROVAL. NO BUILDING SHALL BE ERRECTED OR MATERIALLY ALTERED ON ANY LOT IN THE ADDITION UNTIL THE BUILDING PLANS AND SPECIFICATIONS THEREOF, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN SHOWING THE LOCATION AND FACING OF THE BUILDING, HAVE BEEN APPROVED IN WRITING BY THE DEVELOPER.

D. FENCES. NO FENCE OR WALL, SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT NEARER TO THE STREET THAN THE MINIMUM SET-BACK LINES ESTABLISHED HERON. NO FENCE SHALL BE ERRECTED ON ANY LOT TO EXCEED SIX (6) FEET IN HEIGHT.

E. SIDEWALKS. UPON THE CONSTRUCTION OF A DWELLING ON A LOT, THE OWNER OF SUCH LOT CONSTRUCTING SUCH DWELLING SHALL THEN BE RESPONSIBLE FOR THE CONSTRUCTION OF A SIDEWALK PARALLELING THE STREET OR STREETS ADJACENT TO SUCH LOT IN CONFORMITY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF OWASSO, OKLAHOMA.

F. ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF ONE (1) DOG, CAT OR OTHER HOUSEHOLD PETS. ANIMALS SHALL NOT BE KEPT, KEPT 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.

G. SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT (1) ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENTAL OF SAID PROPERTY OR (2) SIGNS USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL, ELECTRIC OR ISSUE OR (3) SIGNS MAINTAINED BY THE DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD, UNLESS APPROVED IN WRITING BY THE DEVELOPER.

H. SET-BACK LINES. NO BUILDINGS, OUTBUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SETBACK LINES PROVIDED HEREIN OR AS SHOWN ON THE PLAT, UNLESS OTHERWISE PROVIDED BY EASEMENT OR BY SET-BACK LINES SHOWN ON THE PLAT. THE MINIMUM BUILDING SET-BACK LINES SHALL BE:

FRONT YARD:	25 FEET
SIDE YARD:	5 FEET
OTHER SIDE YARD:	10 FEET
BACK YARD:	20 FEET

I. SANITARY DISPOSAL. NO OUTSIDE TOILETS SHALL BE ALLOWED IN THE ADDITION AND ALL SANITARY FACILITIES MUST COMPLY WITH LOCAL AND STATE HEALTH REQUIREMENTS.

J. WASTE. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL REFUSE AND WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH WASTES, AND ALL LOTS SHALL BE KEPT IN A CLEAN NEAT AND ORDERED TO THE STREET. ALL WASTE CONTAINERS SHALL BE SCREENED FROM REARBY VIEW AND MUST BE REMOVED FROM THE CURBSIDE WITHIN 24 HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

K. NUISANCE. NO NOISIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT AND NOTHING SHALL BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE RESIDENTS OF THE ADDITION.

Heights

SECTION 7, TOWNSHIP 21 NORTH, RANGE 14 EAST
OF OWASSO, TULSA COUNTY, OKLAHOMA

III.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

A HOMEOWNER'S ASSOCIATION NAMED "METRO HEIGHTS ASSOCIATION", AN OKLAHOMA CORPORATION, WILL BE ESTABLISHED BY THE DEVELOPER PURSUANT TO 88 O.S. 1001, 831 ET SEQ., FOR THE PURPOSE OF MAINTAINING OR CONTRIBUTING TO THE MAINTENANCE OF DRAINAGEWAY EASEMENTS, IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER AT ENTIRELY TO THE ADJUNCTION OF ANY OTHER PUBLIC USE AREA WITHIN THE ADDITIONAL DRAINAGE AND/OR WATER DETENTION FACILITIES CONSTRUCTED ON REAL ESTATE ADJACENT TO THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS OF "METRO HEIGHTS ASSOCIATION" MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF.

B. MEMBERSHIP

MEMBERSHIP IN "METRO HEIGHTS ASSOCIATION" SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND OWNERS OF SUCH ADDITIONAL PROPERTY AS MAY BE DESIGNATED BY THE DEVELOPER.

C. COVENANT FOR ASSESSMENTS

ANNUAL ASSESSMENTS OF \$100.00 SHALL BE MADE ON A PER LOT BASIS. SUCH ASSESSMENTS MAY BE INCREASED FIVE PERCENT (5%) PER YEAR BY THE BOARD OF DIRECTORS OF METRO HEIGHTS ASSOCIATION AND UP TO TEN PERCENT (10%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE OWNERS OF LOTS IN THE ADDITION. SUCH ASSESSMENTS SHALL BE A LIEN UPON EACH LOT ASSESSED AND ANY SUCH LIEN MAY BE FORECLOSED BY THE METRO HEIGHTS ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL COSTS AND ATTORNEY'S FEES INCURRED BY METRO HEIGHTS ASSOCIATION IN CONNECTION WITH COLLECTION OF ASSESSMENTS AND ENFORCEMENT OF SUCH LIEN. EACH LOT SHALL BE ENTITLED TO ONE VOTE, REGARDLESS OF THE NUMBER OF OWNERS THEREOF.

IV.

SECTION IV. TERM, AMENDMENT AND ENFORCEMENT

A. ENFORCEMENT

ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THESE COVENANTS AND RESTRICTIONS MAY BE BROUGHT BY THE DEVELOPER OR BY AN OWNER OF ANY LOT, WHETHER ACTING JOINTLY OR INDIVIDUALLY. THE DEVELOPER SHALL NOT BE DELEGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

B. DURATION

EXCEPT AS SPECIFICALLY OTHERWISE LIMITED HEREIN, THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE HEREOF AND SHALL BE AUTOMATICALLY RENEWED AND CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS TERMINATED OR AMENDED AS HERINAFTER PROVIDED.

C. AMENDMENT

THESE COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES BECOMING OWNERS OF LOTS WITHIN THE ADDITION. THESE COVENANTS AND RESTRICTIONS, WITH THE EXCEPTION OF THE PROVISIONS OF ITEMS J AND K, ABOVE, MAY BE AMENDED, MODIFIED, CHANGED OR CANCELLED ONLY BY A WRITTEN INSTRUMENT EXECUTED AND ACKNOWLEDGED BY THE OWNER OR OWNERS OF A MAJORITY OF THE LOTS IN THE ADDITION, WITH SUCH AMENDMENT, MODIFICATION, CHANGE OR CANCELLATION TO BE EFFECTIVE UPON RECORDING OF SUCH INSTRUMENT IN THE OFFICE OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

E. NO WAIVER

THE FAILURE OF THE DEVELOPER OR OF ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT AT ANY TIME SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE COVENANTS AND RESTRICTIONS.

F. REMEDIES

IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN, ANY PERSON OWNING ANY REAL PROPERTY IN THIS ADDITION SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IF ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY'S FEES TO BE TAKEN AS COSTS.

OWNERS' CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE UNDERSIGNED DO HEREBY CERTIFY THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRM OR CORPORATION HAVING ANY RIGHT, TITLE AND/OR INTEREST IN THE LAND SHOWN AND DESCRIBED HEREON AND PLATTED AS METRO HEIGHTS, A SUBDIVISION WITHIN THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA; THE PLAT SHOWN HEREON IS A CORRECT SURVEY OF THE PROPERTY MADE WITH OUR CONSENT; THE UNDERSIGNED DO HEREBY DEDICATE FOR PUBLIC USE ALL THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT; THE UNDERSIGNED DO HEREBY GUARANTEE A CLEAR TITLE TO THE LANDS SO DEDICATED, FROM OURSELVES, OUR HEIRS, AND ASSIGNS FOREVER, AND WE HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES, CONVEYING CLEAR TITLE EXCEPT FOR MORTGAGE AND EASEMENTS OF RECORD.

D. M. SOKOLOSKY, TRUSTEE
PHYLIS J. SOKOLOSKY, TRUSTEE

DATE _____ D. M. SOKOLOSKY, TRUSTEE

DATE _____ PHYLIS J. SOKOLOSKY, TRUSTEE

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2001, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS METRO HEIGHTS, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2001.



BENCHMARK SURVEYING AND LAND SERVICES, INC.
AN OKLAHOMA CORPORATION
CA 2233 (LS) EXP. 6/30/03

BY: KEVIN M. NEWLUN
OKLAHOMA REGISTERED LAND SURVEYOR #1289

STATE OF OKLAHOMA }
COUNTY OF ROGERS } SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2001, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE OWASSO CITY COUNCIL ON _____, 2001.

MAYOR - VICE MAYOR _____

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

CITY CLERK _____

Handwritten notes and signatures:
"Approved for final plat approval"
"6/20/01"
"9/20/01"