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HIGHLANDS AT THE PRESERVATION DISTRICT
PLAT #166

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the Preservation District L.L.C. (hereinafter called the "Owners/Developers"), now the record owners of the following described real property situated in the County of Osage, State of Oklahoma, to-wit:

A tract of land situated in the SE/4 of Section 14, T-20-N, R-11-E of the I.B.M. Osage County, Oklahoma and more particularly described as follows:

Beginning at the Southwest corner of said SE/4; Thence N 03 deg. 18'12"W along the West line of said SE/4 a distance of 1285.41 feet; Thence N 88 deg. 25'36"E a distance of 251.91 feet; Thence along a curve to the right with a radius of 205.00 feet a distance of 167.35 feet to a point of reverse curve; Thence along a curve to the left with a radius of 145.00 feet a distance of 174.28 feet to a point of reverse curve; Thence along a curve to the right with a radius of 380.00 feet a distance of 387.28 feet; Thence S 57 deg. 16'34"E a distance of 66.43 feet; Thence along a curve to the right with a radius of 380.00 feet, a distance of 249.91 feet to a point of reverse curve; Thence along a curve to the left with a radius of 170.00 feet a distance of 228.57 feet; Thence S 06 deg. 37'54"E a distance of 60.00 feet; Thence along a curve to the left (tangent bears N 83 deg. 22'6"E) with a radius of 230.00 feet a distance of 104.33 feet to a point of reverse curve; Thence along a curve to the right with a radius of 245.00 feet a distance of 240.92 feet; Thence S 33 deg. 04'35"E a distance of 676.21 feet; Thence S 00 deg. 20'16"W a distance of 296.13 feet to a point on the South line of said SE/4; Thence N 89 deg. 35'57"W along the South line of said SE/4 a distance of 1953.14 feet to the Point of Beginning.

and have caused said real property to be surveyed, staked and platted into lots, reserves, blocks, and streets in conformity with the plat herewith and have caused the same to be named and designated "Highlands at the Preservation District", to Osage County, Oklahoma.

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Now, Therefore, the undersigned owner does hereby dedicate for public use the streets shown on the accompanying plat and does further dedicate for public use forever, the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water 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 right of ingress and egress to and upon said easements and rights-of-way for uses and purposes aforesaid, together with similar rights in the street shown on said plat. No building, structure, or other above or below 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 owner/developer hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines or other utilities public or private together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services or other utilities public or private to the area included in said plat and to any other areas. Utilities in place with existing filed easements shall be subject to the conditions of the original easement documents (unless modified) and shall not be relieved to those conditions because of this dedication. The owner/developer also reserves the right to place signs fencing, landscaping and any other appurtenances within the easements and right-of-ways. The owner/developer also reserves the right to all franchise fees generated from public or private utilities situated on this property.

Now, Therefore, the undersigned owner, for the purpose of providing an orderly development of the real property above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and creates the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the owner of the above described properties and its successors in title.

SECTION I. EASEMENTS AND UTILITIES

1. In connection with the provisions of water service, all of the lots are subject to the following provisions, to-wit:

(A) The owner of each lot shall be responsible for the protection of the public water mains located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas and street right-of-ways.

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(B) The City of Sand Springs or its successors will be responsible for ordinary maintenance of public water mains, 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.

(C) The City of Sand Springs or its successors through its proper agents and employees shall at all time 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 said underground water facilities.

(D) The foregoing covenants concerning water facilities shall be enforceable by the City of Sand Springs or its successors, and the owner of each lot agrees to be bound hereby.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

A. Overhead pole lines for the supply of electric, telephone and cable television service may be located along the South and West side of the subdivision. All supply lines shall be located underground, in easements dedicated for general utility services as depicted on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easements.

B. All supply lines in the subdivision include electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and street shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

C. Except for houses on lots described in paragraph 1 above, which may be served from overhead electric service lines, underground service cables and gas service lines to all houses which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such house as may be located upon the lot; provided that, upon installation of a service cable or gas service line to a particular house, the supplier of service shall thereafter be deemed to have a definitive permanent and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of the service cable or line, extending from the service pedestal or transformer or gas main to the service entrance on the house.

D. The supplier 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 or gas service facilities so installed by it.

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E. The owner of the 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, telephone, cable television or gas facilities. The supplier of service shall 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 the owner or his agents or contractors.

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

3. SURFACE DRAINAGE

Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstruction which would impair the drainage of storm and surface waters over and across said lot.

4. LIMITS OF NO ACCESS

The undersigned owner hereby relinquishes rights of vehicular ingress and egress from any portion of the property adjacent to State Highway 97, outside the bounds designated as "limits of no access" (LA) as shown on the accompanying plat, which "limits of no access" may be amended or released by the Osage County Planning Commissions or the Oklahoma Department of Transportation or its successors or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

5. ACCESS AND UTILITY EASEMENTS (LOTS 11 THRU 16)

A. This easement applies only to Lots 11 thru 16, Block 1.

B. The 27.5 foot wide utility and access easement shown on the referenced lots shall permit primary access to serve Lots 12, 13, 14 and 15, and secondary access to Lots 11 and 16. The utility easement shall permit the placement of private utilities to serve Lot 12, 13, 14 and 15 (RE: Water service lines, VVEC, SWB, ONG, ETC).

C. An 18' foot wide paved driveway, constructed by the developer, shall be confined to the access easement, and shall be jointly maintained by the six lot owners in the following fashion. Each lot shall pay 16.67% of the maintenance cost. Required maintenance shall be determined by a majority of the six lot owners. Each lot owner is bound to pay its proportionate share of the maintenance of the driveway.

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D. No fences or other obstructions shall be permitted within the access easement.

E. The rights along with the restrictions of the access and utility easement shall be binding on and enforceable by the owners of the above described lots, their successors or assigns, in title.

6. ACCESS EASEMENT (Lot 26)

This easement is to provide access to Lot 27. No fences or other obstructions shall be permitted within the access easement. Lot 27 shall be responsible to build and maintain the driveway. Lot 26 may use the driveway as a secondary access.

7. SEWAGE FACILITIES (All Lots)

The following private sewage systems will be permitted in "Highlands at the Preservation District" with the proper approval from the Oklahoma Department of Environmental Quality.

A. Aerobic systems are permitted by right.

B. Subsurface absorption systems (Septic Systems with lateral lines) are permitted with an approved perk test with a perk rate of more than 1" fall in 30 minutes.

SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. HOME OWNERS' ASSOCIATION

A. Home Owners' Association: The owner and developer shall cause to be formed an association of all owners of the lots within the preservation district master plan (to be known as "The Preservation District Home Owners' Association", and hereinafter referred to as "PDHOA) to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including, but not without limitation the common areas, landscaping, fencing, entryways, reserves, storm sewers, park areas, detention facilities, any other facility that is common to homeowners in the Preservation District, and enhancing the value, desirability and attractiveness of the Preservation District.

B. Membership: Every person or entity who is a record owner of the fee interest of a lot in the Highlands shall be a member of the PDHOA. Membership shall be mandatory and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership.

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C. Covenant for assessments: The owner and each subsequent owner of a lot, by acceptance of a deed therefore, covenants and agrees to pay the duly authorized and approved dues and assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the owner/developer prior to the conveyance of a lot within the Preservation District. Failure to pay shall constitute a lien right in favor of the PDHOA.

D. Certain rights of the Association: Without limitation of such powers and rights as the association may have, the association shall be deemed a beneficiary, the same extent as a property owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a property owner.

2. Architectural Committee.

A. An Architectural Committee (to be known as the Preservation District Architectural Committee and hereinafter referred to as PDAC) will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. Lindsay Perkins, Brandon Perkins and Alan Ringle shall be the designated Architectural Committee. An additional member may be appointed. By mutual agreement, control of the Committee may be transferred to the PDHOA.

B. No building shall be erected, placed, or altered on any lot in the Preservation District until the floor plan, exterior elevation and material thereof, and plot plan, which plot plan shows the location and facing of such building, all of which have been drawn by a professional architect or home designer, and have been approved in writing by the PDAC, in the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after such submission, such approval shall not be required. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area. The PDAC shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. The powers and duties of the Committee or its designated representatives shall cease on December 1, 2050. Thereafter the approval described in this

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covenant shall not be required unless prior to said date, or effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the powers as previously exercised by the Committee for such period as may be specified in the instrument.

3. Covenant Violation Letter. Prior to selling or conveying any lot and/or home the seller must request a letter from PDHOA stating that, to the best of their knowledge, the particular lot/home does not have past due dues, assessments, or covenant violations.

4. Square Feet. Living area of shall be 2,000 square feet for single story and 2,200 square feet for one and one-half and two story homes. The computation of living area shall not include garages, basements, detached living spaces, or attics, living space shall be measured horizontally at the top plate line from the face of the outside walls. Living area must average at least 7 feet 6 inches. Areas less than 5 feet in height shall not be considered living area.

5. Stem Walls. Concrete stem walls shall be covered with brick, natural stone, or stucco.

6. Driveways and Driveway Threshold. The driveway threshold surface (the area between the street and the front or side property line) shall be built and maintained with asphalt, concrete, brick, or stone. The threshold structure (which contains the drainage pipe for bar ditch drainage) shall be built with the same material used on the residence, and according to the plan established and provided by the PDAC. The driveway surface from the front or side property line to the front door and/or garage shall be built using light aggregate, river rock, brick, stone, chip and seal, asphalt, or concrete; except that the final one third (1/3) portion attached to the garage and/or front porch shall be built with asphalt, concrete, brick, or stone. Other materials may be approved upon written request to the PDAC.

7. Off Street Parking. Each lot shall provide an additional four (4) off street parking spaces.

8. Garages.

A. Garage providing for a minimum of two automobiles, completely enclosed, shall be provided on each lot.

B. Carports are not permitted.

C. Glass in garage doors is not permitted.

D. Side loading garages are required; the PDAC may approve front loading garages due with prior written request and approval.

E. Garages, which access the street from a side yard, shall be set back a minimum of twenty five (25) feet.

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9. Pre-existing Buildings. No pre-existing or off-site built residence may be moved onto any lot.

10. Out Buildings. Out buildings such as storage sheds, playhouses, service personnel living quarters, pool houses, or other permanent structures shall only be built with prior written approval from the PDAC. If approved, they shall be compatible in material and style with the primary residence and located outside any building line or easement.

11. Fences.

A. No fencing shall extend beyond the front building line, or the side building line on a corner lot, of any residence, except as noted in paragraph "E" below.

B. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner of the home, except as noted in paragraph "E" below.

C. Perimeter fences shall be brick, natural stone, wrought iron or chain link (up to 8' wood screening fences are permitted along the south line of the addition call the PDAC for details). If a chain link fence is to be built, the links shall be either green or black, and the vertical and horizontal support rails, including gates, shall be wood (per the pre-approved detail provided by the PDAC). Painted fences shall have the color approved by the PDAC prior to construction (except for black or dark gray in the case of wrought iron. Fencing is an important visual consideration for the preservation district, so if questions arise call the PDAC for design guidelines.

D. Interior fencing such as fencing to provide security for swimming pools may be wood privacy fencing. Interior fencing must be outside of any front, side, or rear building line or easement.

E. Ornamental fences only, not exceeding three and one half (3.5) feet in height, compatible with the architecture of the residence, may be built forward of the building line shown on the plat with written approval of the Architectural Committee.

F. No fence shall exceed 7' in height (except as permitted in "C".)

G. Barbed wire fencing is not permitted.

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12. Roof and Shingles. Residences shall have a roof pitch of at least 7/12 over 75% of the roof area. A roof pitch of less than 6/12 is not permitted except for porches or covered patios, which may have a minimum pitch of 4/12. Shingles may be wood, heavy duty organic or inorganic composition shingle, or tile. If a composition shingle is used, the color designation by the manufacturer shall be "weathered wood". The PDAC may approve, upon written request only, exceptions to these roof material and pitch requirements. Approval may be granted when deemed appropriate by the Committee to recognize Historical Architectural Styles, or significant physical characteristics of a house plan or building site.

13. Masonry. The front elevation of each residence built in the Preservation District shall have a minimum of 80% masonry (brick, natural stone, or stucco), excluding windows and doors. The minimum masonry on the residence shall be 50%. The Architectural Committee may approve upon written request, an exception to this provision to recognize Historical Architectural Styles, or significant physical characteristics of a house plan or building site.

14. Pools. Outdoor swimming pools shall be in-ground and permanent. However, due to terrain considerations, portions of the pool may be above ground level. Children's wading or play pools of a temporary nature are permitted. Lots with swimming pools shall provide sufficient security fencing. Swimming pool ancillary equipment shall be shielded from view of adjacent property owners and the streetscape.

15. Lighting. Exterior lighting, except temporary seasonal decorative lighting (45 day or less) and lot voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.

16. Retaining Walls. Retaining walls shall be brick, stone, or stucco. Railroad tie retaining walls are not permitted. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

17. Washing out of Concrete Trucks. There shall be no washing out of ready mix concrete trucks on any property except on that property where the concrete is being used. The owner of the lot, which the concrete is intended, shall be held responsible for violation of this covenant.

18. Antennas. Outside electronic reception devices, other than 20" satellite dishes, shall be confined to the backyard and shielded from view of adjoining property owners. Equipment that interferes or obstructs area television, cell phone, or satellite reception is prohibited.

19. Recreational Vehicles. Boats, trailers, campers, inoperative vehicles, and other large recreational equipment shall not be stored on any lot for a period exceeding 48 hours per week unless it is confined to the back yard with sufficient fencing to shield its view from

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adjoining owners, motor homes may only be parked in the back yards of residences with a seven (7') feet high privacy fence, and shall be parked a minimum of twenty five (25') from any property line.

20. Clothes Line. Exposed clothes line poles or outdoor clothes drying apparatus are not permitted.

21. Clean Lots. The owner of each lot and/or residence shall keep the same free from rubbish, litter, and noxious weeds, all trash, garbage, rubbish, or litter shall be kept in containers adequate for that purpose and shall be stored and concealed from view until the designated date for collection.

22. Upkeep. All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.

23. Signs. No sign or advertisement shall be placed or maintained on any lot longer than 24 hours, except that neatly painted real estate signed of standard size may be placed in the front yard of a residence that is "for sale". Notwithstanding the above, developer shall be allowed to install any sign(s) necessary for the purposes connected with the development.

24. Garage/Yard Sales. Garage/Yard Sales or other similar types of sales are limited to one (1) per lot owner each twelve (12) month period unless approved by the Homeowners Association.

25. Mailbox. So long as a rural type mailbox is in use in the Preservation District by the United States Postal Service, all mailboxes, mailbox pedestals and location shall conform in design to the specific plan approved by the PDAC. The bottom of the mailbox shall be 38 inches from street level.

26. Fireplace. All non-masonry fireplace chimneys shall have an Architectural Committee approved single style terminator cap.

27. Rooftop Protrusions. Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted flat black.

28. Storage and Materials. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction. Construction shall be complete within nine (9) months. The owner of a lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

29. Landscape. Large open bare spaces shall be sodded within 60 days of occupancy. Artificial plants are not permitted.

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30. Preservation of Trees. It shall be the duty and obligation of the owners of each lot to preserve and protect the trees located on such lot. The PDHOA shall be responsible for protecting and preserving the trees in all common areas, which shall be common expense. The PDHOA shall also seek to preserve and protect trees in conservation easements. The owner of each lot shall make an effort to save all trees in good, stable condition, and shall exercise care to protect the root systems of trees during construction.

31. Minimum Trees. If a lot does not have a minimum of 4 existing trees in what will be the front yard and 2 existing trees in what will be the rear yard, the lot owner/builder, within 60 days of completion of construction, shall plant 3" caliper trees (measured six inches from the base of the tree) to fulfill the required number of trees under this covenant.

32. Irrigation Systems. Large landscaped areas shall be maintained with the installation of a permanent irrigation system, particularly those located adjacent to the residence. Full yard irrigation systems are not required, care and protection of tree root structures during installation of an irrigation systems is essential. Excessive watering of naturally occurring forest lands may be harmful to the trees.

33. Lot Splits. Lot splits, if approved by the governing authority, shall not result in an increase in the number of lots under the plat of "Highlands at the Preservation District".

34. Flag Poles and Flags. Each lot is permitted one flag pole, and it shall be located a minimum of thirty (30') feet from any property line. It shall not exceed thirty (30') feet in height. Flags flown are limited to one or more of the following; the official flag to the United States of America, the State of Oklahoma, an American Indian Tribe flag, or the flag of any State of Oklahoma public or private University or College. If a flag(s) is flown, the flag of the United States of America shall be included, and it will be displayed in the highest position on the pole.

35. Screening of Ground Mounted Equipment. HVAC, Solar Heating equipment and pool equipment must be shielded from view of the streetscape and adjoining homes.

36. Roof Mounted Equipment. Roof mounted equipment, including mechanical, air conditioning, and solar equipment, shall not be in view of the streetscape.

37. Elevations. Residences with the same front architectural elevation shall not be visible one to the other.

38. Animals. No livestock, poultry, or any other farm or exotic animals or reptiles shall be raised, bred, or kept at, in, or around any residence, or on any lot. Common household pets may be kept provided that they are not bred or maintained for commercial purposes. Pet

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dogs and cats are limited to two each per household. When off the premises of the pet's owner, the pet shall be under active control (such as on a leash).

39. Side Yard Minimum. Side yard set backs shall be fifteen (15) feet on both sides providing a minimum of forty (40') feet between structures.

40. Windows. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).

41. Noise. Excessive noise that intrudes on the peaceful enjoyment of a resident's property is not permitted. This provision includes barking dogs. The PDHOA may establish a fair and equitable procedure, which may include lienable fines, to provide a means for enforcement of this provision.

42. Garbage. Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.

43. Law Compliance. Each owner shall promptly and properly comply with all federal, state, county, or local laws, statutes, ordinances, rules, and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.

44. Leasing. In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the PDHOA, and the terms and conditions of the restrictive covenants set forth herein. Owner shall provide a copy of the covenants to tenant. The owner shall insure that the tenant complies with the covenants and requirements herein; and shall provide the undersigned owner/developer and the then president of the association with the name and phone number of the tenant and the address and phone number where the lot owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he is aware that compliance with the terms and conditions of the covenants is the owner's ultimate responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.

45. Fire Department. Each lot shall maintain annual membership in Rock Fire Department.

46. Construction. The work of constructing, altering or remodeling any structure or improving any lot or lots shall be prosecuted diligently from the commencement until the completion thereof.

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47. Rebuilding. Any dwelling or other structure on any lot which is fully or partially destroyed or damaged by fire, storm, or any other means, must be fully rebuilt, repaired or removed within nine (9) months after the date such destruction or damage occurs unless an extension in writing is obtained from the Architectural Committee.

48. Common Garden. A common garden area may be established by the owner/developer either on private lands, in a common area, or in the conservation easement. If established, the PDHOA shall be charged with establishing rules and regulations for the use, control, and enjoyment of all Preservation District lot owners.

49. Propane Tanks. Unless underground natural gas service is available to a lot (no streetside meters will be permitted, all meters shall be situated at the structure and screened), a propane tank may be used. It shall be painted forest green, and shall be shielded from view of the streetscape or adjacent property owners or placed underground. It must be maintained in good order to avoid fumes and odors.

50. Recreational Vehicles. Three wheelers, four wheelers, dune buggies, and other similar recreational vehicles shall not be operated on public or private streets, or in the conservation easement, in the Preservation District.

51. Environmental Impact. Each lot owner, and the PDHOA is charged with the reasonable application of these covenants, and with the goal of preserving the natural environment in and around the Preservation District. Wildlife shall be protected, and the willful killing of wildlife is prohibited. Catch and release fishing is encouraged. However, sport fish exceeding 12" in length may be kept for consumption purposes only. Use of long lived, highly toxic, inorganic pesticides, herbicides, or fungicides except in strict conformance with applicable laws, and sound practices for the preservation of the environment, is prohibited.

52. Special Landscaping Requirements. If the owner/developer, or the PDHOA, establishes such requirements, they shall be mandatory and a part of these covenants, and shall be filed at the County Court House and indexed against each lot in the Preservation District.

53. Additional Covenants. It is anticipated that additional covenants will become necessary to protect property values, and provide certain environmental protections in the conservation easement. They may be adopted by the owner/developer, or the PDHOA. If adopted by the PDHOA, sixty (60%) per cent approval of the membership is required. Such covenants shall be filed of record at the County Court House, and upon filing, become a fully enforceable part of these covenants.

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54. These restrictive covenants together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such 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 successors in title to enforce any given restriction, covenant, or condition, 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 matters pertaining to the appearance of specific homes in the Highlands or the overall appearance of the Preservation District master plan 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.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION AND SEVERABILITY

1. ENFORCEMENT AND DURATION

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned owner/developer, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereinafter provided. If the undersigned owner/developer, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for Osage County, Oklahoma or any persons owning a lot situated within the Subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

2. AMENDMENT, OR TERMINATION

The owner/developer of the Highlands retains the right at its sole discretion and without joinder of any of the owners of any other lot at any time, so long as it is owner of one or more lots, to amend, revise or abolish any one or more of the above covenants and restrictions contained by instrument duly executed and acknowledged by it as owner and developer and filed in the County Clerk's office at Osage County, Oklahoma. The owner and developer may assign the reservation to the Association. However, the by-laws and Certificates of Incorporation of the Association shall provide that a (any) covenant shall not be changed, abolished, or adopted unless approved by sixty (60) percent of the members of the PDHOA.

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3. SEVERABILITY

These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance of this instrument void, or 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, or PDHOA 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.

4. DEFINITIONS

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the Osage County Zoning Code as the same existed on January 1, 2000 or as subsequently amended.

IN WITNESS WHEREOF, "The Preservation District L.L.C." has executed this instrument on this 26th day of January, 2004.

The Preservation District L.L.C.
A Limited Liability Company

Attested By:

By: It's member manager, Lindsay Perkins Development, LLC
An Oklahoma Limited Liability Company

By: D. Lindsay Perkins, Manager

By: It's member/associate manager, Perkins Real Estate, L.L.C.
An Oklahoma Limited Liability Company

By: R. Brandon Perkins, Manager

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

(continued)

Before me, the undersigned, a Notary Public in and for said county and state, on this 26th day of January, 2004, personally appeared D. Lindsay Perkins to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its member/manager, 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 limited liability company for the uses and purposes therein set forth.

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

Notary Public Anne T. Shotwell
My commission expires 3/12/07

SEAL

[illegible]

Before me, the undersigned, a Notary Public in and for said county and state, on this 26th day of January, 2004, personally appeared R. Brandon Perkins to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, at its member/manager, 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 limited liability company for the uses and purposes therein set forth.

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

Notary Public Anne T. Shotwell
My commission expires 3/12/07

SEAL

CERTIFICATE OF SURVEY

I, Alan J. Ringle, of Ringle Planning and Surveying Inc., a registered professional land surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Highlands at the Preservation District", a subdivision in the County of Osage, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying.

(continued)

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Witness my hand and seal this 26th day of January, 2004.

By: Alan J. Ringle
Registered Land Surveyor
Oklahoma No. 1520

SEAL

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said county and state, on this 26th day of January 2004, personally appeared Alan J. Ringle to me known to be the identical person who subscribed his name as registered land surveyor to the foregoing certificate, as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public Anne T. Shotwell
My commission expires 3/12/07

SEAL

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

"I certify that I have approved the application and plan for a plat of a residential development which is on file at the Tulsa Office of the Department of Environmental Quality, and hereby approve this plat for the use of public water systems and private sewage systems."

Note: Once plat approval has been obtained from the Department of Environmental Quality, no major soil modification may occur in an area designated for septic system disposal.

Restrictions to approval: Aerobic Systems only

Date: 1-23-04 Signed: Don Weddle, Department of Environmental Quality
SEAL

ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of Osage County, Oklahoma, that the dedications shown on the attached plat of "Highlands at the Preservation District" are hereby accepted.

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Adopted by the Board of Commissioners of Osage County, Oklahoma, this 26th day of January, 2004.

Approved by the Chairman of the Board of Commissioners and the Board of Commissioners of Osage County, Oklahoma, this 26th day of January, 2004.

Scott Hilton
Chairman

Attest:

Denny Hutson, County Clerk, Osage County, Oklahoma

SEAL

PLANNING COMMISSION APPROVAL

I, Howard M. Pattison, Director of the Pawhuska-Osage County Metropolitan Area Planning Commission, hereby certify that the said Commission duly approved the annexed map of "Highlands at the Preservation District" on the 14th day of October, 2003.

Howard M. Pattison
Director

SEAL

COUNTY TREASURER'S CERTIFICATE

I, Joyce Hathcoat, do hereby certify that I am the duly elected, qualified, and acting County Treasurer of Osage County, State of Oklahoma; that the tax records annexed plat of "Highlands at the Preservation District" in Osage County, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer.

IN WITNESS WHEREOF, said County Treasurer has caused the instrument to be executed at Pawhuska, Oklahoma, on this 26th day of January, 2004.

Joyce Hathcoat
County Treasurer

SEAL

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FINAL PLAT OF HIGHLANDS AT THE PRESERVATION DISTRICT

AN ADDITION TO OSAGE COUNTY IN THE SE/4 OF SECTION 14,
TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, OKLAHOMA

