

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
CHENAL ESTATES

KNOW ALL MEN BY THESE PRESENTS:

The C3 Group, Inc. an Oklahoma Corporation, ("Developer"), is the Owner of the following described land in Lincoln County, Oklahoma, (the "Property"), to-wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, T-15-N, R-6-E, OF THE INDIAN BASE AND MERIDIAN, LINCOLN COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 15; THENCE S 89°43'43" E, AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 923.49 FEET TO THE POINT OF BEGINNING; THENCE S 0°18'57" E, A DISTANCE OF 1333.16 FEET; THENCE N 89°42'34" W, A DISTANCE OF 920.12 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 15; THENCE S 0°27'39" E, AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1335.59 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 15; THENCE N 89°59'33" E, AND ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1494.11 FEET; THENCE N 0°18'57" W, A DISTANCE OF 2661.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 15; THENCE N 89°43'43" W AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 577.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 63.49 ACRES, MORE OR LESS.

The Owner has caused the above described land "Platted Property", to be surveyed, staked, platted and subdivided into eleven (11) lots and one (1) block, in conformity with the accompanying Plat, and has designated the subdivision as "CHENAL ESTATES" a subdivision in Lincoln County.

NOW, THEREFORE, the Owner hereby declares that the Platted Property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of CHENAL ESTATES (the "Addition"). These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

SECTION I. EASEMENTS AND UTILITIES

Now, therefore, the Owner hereby dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm sewers, telephone lines, power lines and transformers, gas lines and 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 such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Developer hereby reserves and is granted the right to construct, maintain, operate, lay and re-lay water lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purposed of furnishing services to the area included within the plat.

The Owner does hereby relinquish the rights of ingress and egress to the (11) eleven lots described above as property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the County of Lincoln and approved by the Lincoln County 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 Lincoln County, Oklahoma or its successors, and the owner(s) of each lot agrees to be bound hereby.

FURTHER, the Owner, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as CHENAL ESTATES), and for the purpose of insuring adequate restrictions for the mutual benefit of the Owners of the platted property, their successors, grantees and assigns, do hereby impose the following restrictions and covenants, which shall be enforceable on the lots within CHENAL ESTATES.

A. Water Service, Storm and Sanitary Sewer

In connection with the provisions for water service and sewer service all of the Lots in CHENAL ESTATES are subject to the following covenants and restrictions, to-wit:

1. The owner of each lot shall be responsible for the protection of the private sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with the sanitary sewer facility.

2. Each lot will have an individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved sewage disposal system. No other onsite sewage disposal systems shall be allowed without written approval from the Developer. All sewage disposal systems shall be and maintained in accordance with the rules and regulations set forth by the Oklahoma Department of Environmental Quality.

3. Each lot will be served with Potable water from an individually drilled water well. The water system shall be installed and maintained in accordance with the rules and regulations set forth by the Oklahoma Department of Environmental Quality.

4. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

B. 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:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the boundary lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, may be located underground, in the easement ways dedicated for the general utility services on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "1" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or 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 such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all 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 gas facilities installed by the supplier of the utility service.

4. 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. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner of each lot or its agents or contractors.

5. 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 gas service, the developer and the owner of each lot agrees to be bound hereby.

SECTION II. RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the Addition and for maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Addition:

ARCHITECTURAL GUIDELINES

A. DEVELOPER and its successor(s) or assigns, shall have the following right, power and authority:

- To approve all plans for any structure to be built on any lot;
- To be responsible for interpreting the development and construction standards contained herein;
- No building or improvements may be commenced on the Lots without first obtaining the written approval from the Developer. The architectural plans to be submitted and approved by Lincoln County and the Developer shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the addition:
 - An accurate site plan;
 - An accurate floor plan;
 - All exterior elevations;
 - Any other plans or information requiring the approval of Lincoln County or its representatives pursuant to Section I of this Deed of Dedication.
- The Developer its successor(s) or assigns shall have the right to enter upon any lot and any dwelling or improvements on the Lots at any time during construction, with or without notice to the lot owner or his contractors, for the purpose of inspecting any improvements being constructed thereon, to determine if said improvements are in compliance with the approved plans and specifications, the architectural guidelines and the covenants.

5. No Warranty as to Plans. Notwithstanding anything herein to the contrary, the Developer, its successor(s) or assigns shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve any buildings plans shall not be deemed a waiver of any restrictions unless the Developer its successor(s) or assigns is herein authorized to grant the waiver. It is the responsibility of each lot owner, and not the Developer its successor(s) or assigns, to insure that subject lot, and all improvements thereto, are and shall be in full compliance with all relevant codes, standards and requirements and covenants and restrictions imposed upon the Addition.

B. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS. In addition to the architectural guidelines provided hereon, the following standards shall apply to all dwellings and improvements on the Lots.

1. Dwellings. Unless waived by the Developer in writing, the following standards shall apply to all dwellings on the Restricted Lots:

a. Dwelling Size. All single story dwellings shall have a minimum living space of at least 1,800 square feet. Dwelling in excess of a single story shall have a minimum living space of 1,400 square feet at the lower level and a total minimum living space of at least 2,000 square feet. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.

b. Masonry. All exposed foundations shall be of masonry, brick, stone, metal, wood, vinyl or stucco.

c. Patio Covers and Carports. All patio covers and carports shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.

d. Driveways. All driveways into a lot from any street or highway shall not be less than twelve (12) feet in width and shall extend to the edge of the street or highway surface material.

The drainage culverts underneath the driveways adjacent to a street shall be made of CMP or HDPE pipe or equal to or better and the ends of such culverts shall not extend beyond the headwalls or end treatment. All culverts adjacent to a street or highway, shall be carefully set on grade so as to permit the free flow of storm water through the culvert.

e. Roof Materials, Pitch. The roof of the dwelling shall have a pitch of at least 8/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 6/12. Roof materials shall be composition shingles and/or metal roofs. All external roof vents and plumbing shall be painted to match the color of the dwelling.

2. Set-back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard:	50 feet
Side yard:	25 feet
Other side yard:	25 feet
Backyard:	25 feet

3. Outbuildings. All outbuildings shall be erected and maintained even with or behind the front line of the residence, unless approved in writing by the developer. All outbuildings are to be constructed of colored metal, masonry, brick, stone, wood or stucco. No existing or off-site built structure shall be moved onto or placed on any lot unless approved in writing by the Developer, his successor(s) or assigns. The combined square footage of outbuildings cannot exceed the square footage of the single family home.

4. No mobile homes or manufactured housing units shall be maintained, allowed, or permitted on any lot in 'CHENAL ESTATES'.

5. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding erected on any lot in 'CHENAL ESTATES', shall be used as a residence; except, however, lodging quarters in a barn or other outbuilding may be used occasionally for lodging purposes and/or may be used for residential purposes for no more than two (2) continuous years total, including during the construction of a single family residence on the lot, which shall take no more than one (1) year.

C. LOT USE AND RESTRICTIONS.

1. Lot Use. Lots shall be used only for residential single-family purposes. Structures not meeting a specific building code identified by Lincoln County, may not be constructed on any lot.

2. Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the Addition. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

3. Animals.

Horses and cattle may be maintained, pastured and kept on a Lot. Animals shall not be kept, bred 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.

4. Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition and not permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property.

5. Storage. No outside storage or keeping of building materials, or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing. Inoperative vehicles or machinery shall be stored in an enclosed garage.

6. Compliance with Code. All lots are subject to the applicable uses, and other restrictions, building codes and requirements of Lincoln County.

SECTION III. DEVELOPER'S RESERVED RIGHTS

1. In General. In addition to any rights or powers reserved or granted to the Developer under the provisions of this CHENAL ESTATES Deed of Dedication, the Developer shall have the rights and powers set forth in this Section III. Anything in this Deed of Dedication to the contrary notwithstanding, the provisions set forth in Article shall govern. The authority granted to the Developer by this Section III shall terminate and be of no further force and effect at such time as Developer has conveyed all of the lots in CHENAL ESTATES.

2. Promotion of CHENAL ESTATES. In connection with the promotion, sale of lot or any improvements upon any property in CHENAL ESTATES. (A) Developer shall have the right and power, within its sole discretion, to construct on any unsold lot, such temporary or permanent improvements, or to do such acts or other things in, or to such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking area, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable.

3. Construction on the Property Within the Addition. Developer is hereby granted the right and power to make such improvements to any unsold Lot within the Addition as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the unsold lots as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such unsold lots and the right to store construction equipment and materials thereon unsold lots without the payment of any fee or charge whatsoever.

4. Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the Lots in CHENAL ESTATES, which the Developer determines are necessary or desirable in connection with any matter under this Deed of Dedication.

SECTION IV. ENFORCEMENT

1. SEVERABILITY

If any court should determine any provision is invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of this Plat, Deed of Dedication and Restrictive Covenants.

2. ENFORCEMENT

Every owner and occupant of a lot shall comply with the applicable provisions of this Plat, Deed of Dedication and Restrictive Covenants, as provided by the preamble of Section II above.

3. CORRECTION ASSESSMENT.

In the event that the owner of any lot shall violate any applicable covenant herein, the Developer shall have the right, upon five (5) days advance notice to the owner of the lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said lot to remedy the violations(s). The cost for curing the violations(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed pursuant to the provisions of 42 Oklahoma Statutes Sections.

SECTION V. MISCELLANEOUS, AMENDMENT

1. NO WAIVER

The failure of the Developer, Owners, or any successor in title, to enforce any given restriction or covenant, or condition at any 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.

2. SEVERABILITY

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Owners make no warranty, expressed or implied, regarding the addition, including (without limitation) any improvements thereon, the sufficiency of utilities, the improvement, including without limitation any express or implied warranty of merchantability, habitability, fitness or suitability for any particular purpose or use, or any warranty of quality.

4. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Developer, and the owner of any lot, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. The covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen (15) year period by an instrument signed by the Developer, its successor(s) or assigns and thereafter at any time by an instrument signed by the Developer, its successor(s) or assigns, so long as Developer owns a lot. After Developer has sold and conveyed all of its lots, the owners of at least six of the lots may amend the Restrictive Covenants of Section II by an instrument recorded with the Lincoln County Clerk.

5. SPECIAL AMENDMENT.

This Plat, Deed of Dedication and Restrictive Covenants (the "Declaration") may be amended unilaterally by Developer at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (iv) to correct errors and make clarifications or additions in this Declaration; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at such time as Developer has sold and conveyed all of its lots in the addition.

In witness whereof, Bobby Cook, president, has executed this instrument this _____ day of _____, 2020.

The C3 Group, an Oklahoma Corporation

BY: _____ Bobby Cook, President

STATE OF OKLAHOMA)) SS. COUNTY OF _____)

Before me, a notary public in and for said state and county, on this _____ day of _____, 2020 personally appeared Bobby Cook, president of The C3 Group, to me known to be the identical person who subscribed the name of The C3 Group, an Oklahoma Corporation, to the foregoing instrument as, President, and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____ Commission No. _____

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Licensed Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat, "Chenal Estates", is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 20____.

Charles K. Howard RLS #297 C.A. No. 5611 Exp.Date: 6/30/2021

STATE OF OKLAHOMA)) JSS COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission expires: _____

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE _____ OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PRIVATE WATER SYSTEMS AND INDIVIDUAL ON-SITE SEWER SYSTEMS ON THE _____ DAY OF _____, 20____.

BY: ENVIRONMENTAL PROGRAM SPECIALIST DEPARTMENT OF ENVIRONMENTAL QUALITY STATE OF OKLAHOMA

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that that this plat was approved by the Lincoln County Commissioners.

Chairman Approved Date

This approval is void if the above signature is not endorsed by the County Clerk.

Attest: County Clerk

LINCOLN COUNTY CLERK

I, _____, Lincoln County Clerk, in and for the County and State of Oklahoma above named, do hereby state that the subdivision called "Chenal Estates" has been filed into Lincoln County records.

Dated the _____ day of _____, 2020.

Lincoln County Clerk

Deputy

LINCOLN COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 20____ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "Chenal Estates".

BY: LINCOLN COUNTY TREASURER