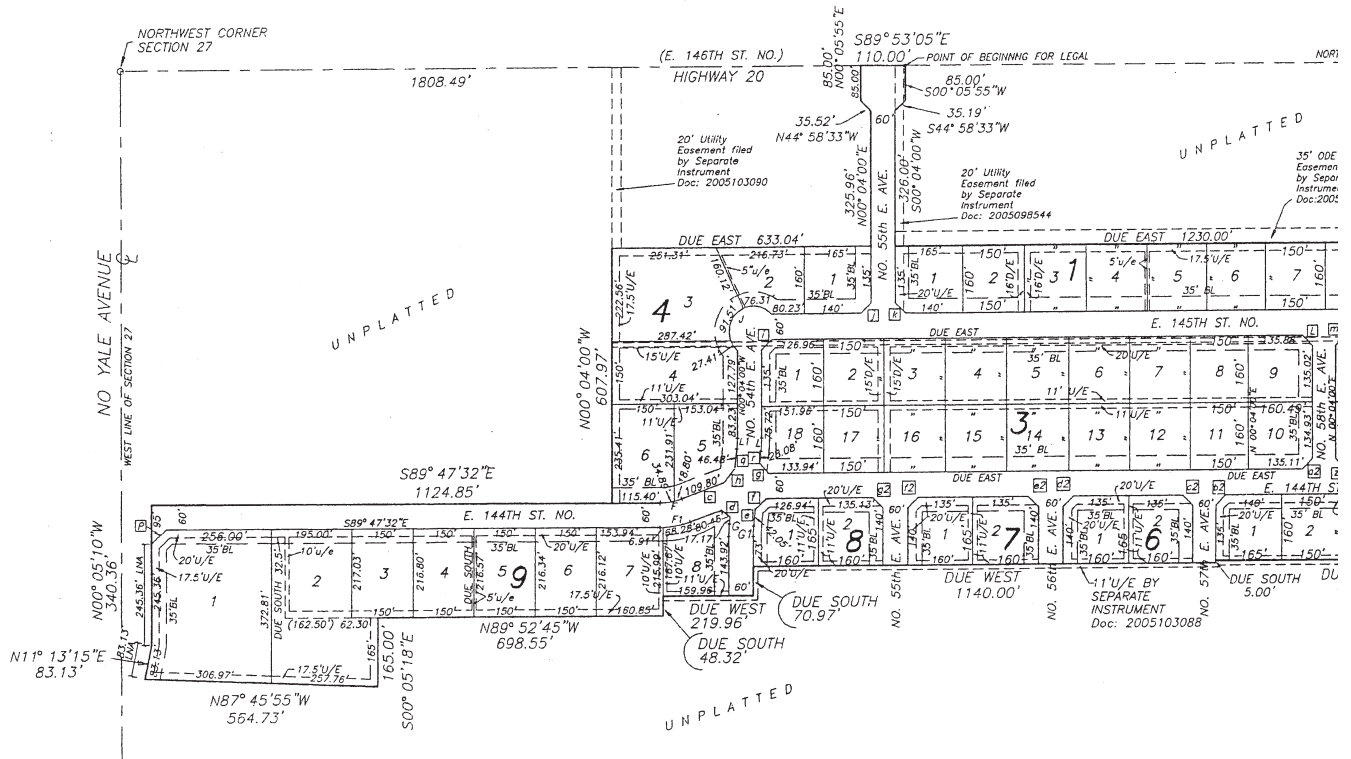


FINAL PLAT  
**COOPER C**  
AN ADDITION SITUATE  
T-22-N, R-13-E, 1  
STATE OF OKLAHOMA

OWNER:  
COOPER MESA, LLC  
201 SO. HOMINY  
SKIATOOK, OKLAHOMA 74070  
918-396-3138

ENGINEER:  
JOE E. DONELSON, P.E.  
17440 SO. 89TH E. AVE.  
BIXBY, OKLAHOMA 74008  
918-366-3413  
C.A. NO. 2094  
EX. DATE 6/01/05

SURVEYOR:  
BRYAN C. SANDLIN, RLS  
27935 E. 51st ST.  
BROKEN ARROW, OK. 74014  
918-357-1908



CURVE DATA

ID.	RAD	LC	DELTA	CHORD
F.	150'	53.69'	20°30'47"	53.42'
G.	210'	75.20'	20°30'47"	74.46'
H.	310'	111.40'	5°48'12"	31.39'
I.	250'	25.32'	5°48'12"	25.31'
J.	60'	314.14'	300°00'00"	---
K.	60'	195.23'	186°25'51"	---
L.	310'	31.51'	5°49'26"	31.50'
M.	250'	25.41'	5°49'26"	25.40'

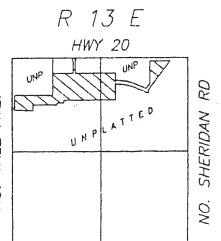
LINE DATA

ID.	LEN	BEARING	ID.	LEN	BEARING
a.	35.83'	N44°56'25"W	q.	49.37'	N45°03'45"E
b.	35.83'	N44°03'35"W	r.	46.48'	N5°45'28"E
c.	104.33'	N69°41'40"E	s.	28.08'	N5°45'28"E
d.	26.47'	N52°16'26"W	t.	35.33'	N44°58'00"W
e.	42.05'	N05°45'29"E	u.	35.33'	N44°58'00"E
f.	37.09'	N42°07'17"E	v.	35.36'	N45°W
g.	33.54'	N42°07'16"W	w.	35.36'	N45°E
h.	42.42'	N37°43'34"E	x.	35.36'	N45°W
i.	35.33'	N44°58'00"E	y.	35.36'	N45°E
j.	35.33'	N44°58'00"E	z.	35.36'	N45°W
k.	35.31'	N44°58'00"W	aa.	35.36'	N45°W
l.	35.42'	N44°58'00"E	ab.	35.36'	N45°E
m.	35.33'	N44°58'00"E	ac.	35.36'	N45°E
n.	35.33'	N44°58'00"E	ad.	35.36'	N45°E
o.	35.38'	N44°58'00"W	ae.	35.36'	N45°W

LEGEND

BL	BUILDING LINE
ESMT	EASEMENT
U/E	UTILITY EASEMENT
C	CENTER LINE
A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
R.O.W.	RIGHT OF WAY
ONG	OKLA NATURAL GAS
PSO	PUBLIC SERVICE CO. OF OKLA
SWB	SOUTHWESTERN BELL TELEPHONE
D/E	DRAINAGE EASEMENT
ODE	OVERLAND DRAINAGE EASEMENT

The basis for bearings for the survey shown hereon is the assumed bearing along North Sheridan Road of S00°04'31"W.



136TH ST. NO.

SECTION 27

Scale: 1"=2400'

STATE OF OKLAHOMA  
COUNTY OF TULSA



I, Earlene Wilson, Tulsa County Clerk, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 30th day of Sept. 2005  
Earlene Wilson, Tulsa County Clerk  
Deputy

BENCHMARK:  
"x" on headwall at the southeast corner of intersection of No. Sheridan Road and Highway 20.  
Elev: 651.78

DATE: 8/30/2005  
LOTS: 51  
ACRES: 50.979 AC  
FILE: COOPCROS.DWG

L PLAT

CROSSING

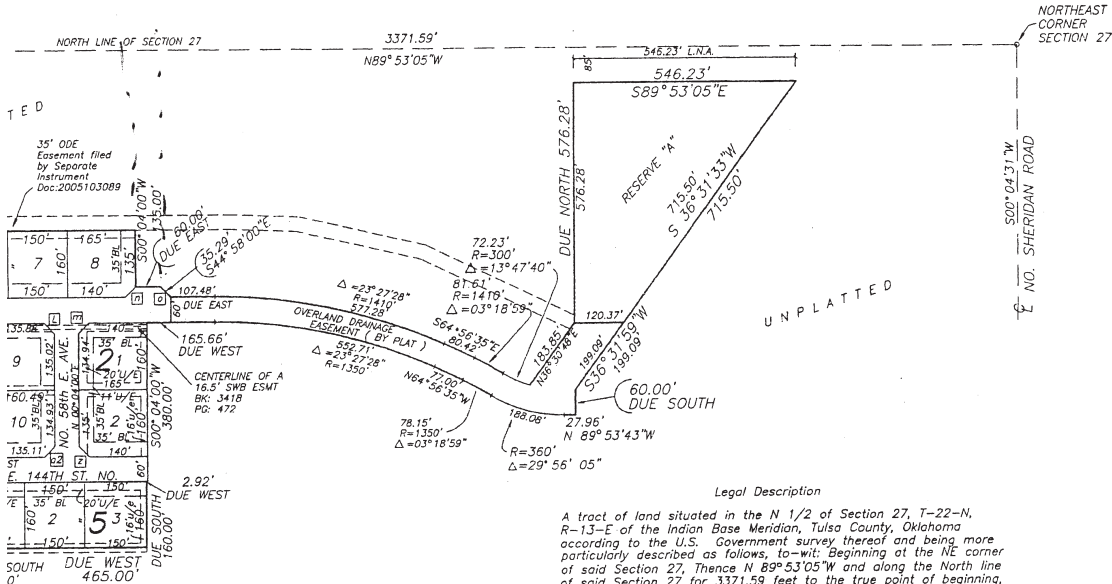
SITUATED IN SECTION 27,  
3-E, TULSA COUNTY  
OKLAHOMA.

5905

PLANNING COMMISSION APPROVAL  
I, Mark J. Cooper, Chairman/Vice-Chairman  
of the City of Collinsville Planning Commission, hereby  
certify that the said Commission duly approved the map of  
"Cooper Crossing", on the 30 day of Sept, 2006.

APPROVED \_\_\_\_\_ by the City  
Commission of the City of Collinsville,  
Oklahoma.

Attest: City Clerk



## Legal Description

A tract of land situated in the N 1/2 of Section 27, T-22-N, R-13-E of the Indian Base Meridian, Tulsa County, Oklahoma according to the U.S. Government survey thereof and being more particularly described as follows, to-wit: Beginning at the NE corner of said Section 27, Thence N 89° 53' 05" W and along the North line of said Section 27 for 3371.59 feet to the true point of beginning, Thence S 00° 05' 55" W for 85.00 feet, Thence S 44° 58' 33" W for 35.19 feet, Thence S 00° 04' 00" W for 326.00 feet, Thence Due East for 1,230.00 feet, Thence S 00° 04' 00" W for 135.00 feet, Thence Thence Due East for 60.00 feet, Thence S 44° 58' 00" E for 35.29 feet, Thence Due East for 107.48 feet, Thence along a curve to the right with a radius of 1410.00 feet and a central angle of 23° 27' 28" for 577.28 feet with a chord bearing of S 78° 16' 15" E, Thence S 64° 56' 35" E for 80.42 feet, Thence along a curve to the right to the right with a radius of 1410.00 feet and a central angle of 03° 18' 59" for 81.61 feet with a chord bearing of S 61° 36' 54" E, Thence along a curve to the left with a radius of 300.00 feet and a central angle of 13° 47' 40" for 72.23 feet, with a chord bearing of N 66° 48' 52" W, Thence N 36° 30' 48" E for 183.85 feet, Thence Due North for 576.28 feet, Thence S 89° 53' 05" E for 546.23 feet, Thence S 36° 31' 33" W for 715.50 feet, Thence S 36° 31' 59" W for 199.09 feet, Thence Due South for 60.00 feet, Thence N 89° 53' 43" W for 27.96 feet, Thence along a curve to the right with a radius of 360.00 feet and a central angle of 29° 56' 05" for 188.08 feet, with a chord bearing of N 74° 55' 27" W, Thence along a curve to the left with a radius of 1350.00 feet and a central angle of 03° 18' 59" for 78.15 feet, with a chord bearing of N 61° 36' 48" W, N 64° 56' 35" W for 77.00 feet, Thence along a curve to the left with a radius of 1350 feet and a central angle of 23° 27' 28" for 552.71 feet, and a chord bearing of N 76° 16' 15" W, Thence Due West for 165.66 feet, Thence Due West for 2.92 feet, Thence Due South for 380.00 feet, Thence Due West for 160.00 feet, Thence Due West for 465.00 feet, Thence Due South for 5.00 feet, Thence Due West for 1,140.00 feet, Thence Due South for 70.97 feet, Thence Due West for 219.96 feet, Thence Due South for 48.32 feet, Thence N 89° 52' 45" W for 698.55 feet, Thence S 00° 05' 18" E for 165.00 feet, Thence N 87° 45' 55" W for 564.73 feet to the easterly right-of-way line of North Yale Ave, Thence N 11° 13' 15" E and along said Right-of-way for 83.13 feet, Thence N 00° 05' 10" W along said right-of-way for 340.36 feet, Thence S 89° 47' 32" E for 1,124.85 feet, Thence N 00° 04' 00" W for 607.97 feet, Thence Due East for 633.04 feet, Thence N 00° 04' 00" E for 325.96 feet, Thence N 44° 58' 33" W for 35.52 feet, Thence N 00° 05' 55" E for 85.00 feet to the North Line of Said Section 27, Thence S 89° 53' 05" E for 110.00 feet to the point of beginning and containing 50.979 acres more or less.

## CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 1,111.00 per trust receipt no. 6913 to be applied to 20 <sup>05</sup> taxes. This certificate is NOT to be construed as payment of 20 <sup>05</sup> taxes in full but is given in order that this plat may be filed on record. 20 <sup>05</sup> taxes may exceed the amount of the security deposit.

Dated 30-Sep-06Dennis Semler  
Tulsa County TreasurerBy: [Signature]  
Deputy

COOPER CROSSING  
DATE: 8/30/2005  
FILE: COOPCROS.DWG

SHEET 1 OF 4 SHEETS

This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.

outseast  
No. Sheridan

0 100 200 300 400 500

SCALE: 1"=200'

# LOT ADDRESSES

LOT	BLOCK	ADDRESS	LOT	BLOCK	ADDRESS	LOT	BLOCK	ADDRESS
1	1	14524 E. 55th E. AVE.	1	5	14375 NO. 57th E. AVE.			
1	1	5515 E. 145th ST. NO.	1	5	5720 E. 144th ST. NO.			
2	1	5565 E. 145th ST. NO.	2	5	5770 E. 144th ST. NO.			
3	1	5601 E. 145th ST. NO.	3	5	5810 E. 144th ST. NO.			
4	1	5635 E. 145th ST. NO.						
5	1	5685 E. 145th ST. NO.						
6	1	5715 E. 145th ST. NO.	1	6	5620 E. 144th ST. NO.			
7	1	5775 E. 145th ST. NO.	1	6	14375 NO. 56th E. AVE.			
8	1	5809 E. 145th ST. NO.	2	6	5660 E. 144th ST. NO.			
			2	6	14370 NO. 57th E. AVE.			
1	2	14965 NO. 58th E. AVE.						
1	2	5812 E. 145th ST. NO.						
2	2	14415 NO. 58th E. AVE.	1	7	5520 E. 144th ST. NO.			
2	2	5811 E. 144th ST. NO.	1	7	14375 NO. 55th E. AVE.			
			2	7	5570 E. 144th ST. NO.			
			2	7	14370 NO. 56th E. AVE.			
1	3	14455 NO. 54th E. AVE.	1	8	5420 E. 144th ST. NO.			
1	3	5430 E. 145th ST. NO.	1	8	14385 NO. 54th E. AVE.			
2	3	5470 E. 145th ST. NO.	2	8	5460 E. 144th ST. NO.			
3	3	5500 E. 145th ST. NO.	2	8	14370 NO. 55th E. AVE.			
4	3	5540 E. 145th ST. NO.						
5	3	5580 E. 145th ST. NO.						
6	3	5620 E. 145th ST. NO.						
7	3	5670 E. 145th ST. NO.	1	9	4980 E. 144th ST. NO.			
8	3	5700 E. 145th ST. NO.	2	9	5020 E. 144th ST. NO.			
9	3	5750 E. 145th ST. NO.	3	9	5060 E. 144th ST. NO.			
9	3	14460 NO. 58th E. AVE.	4	9	5120 E. 144th ST. NO.			
10	3	14410 NO. 58th E. AVE.	5	9	5180 E. 144th ST. NO.			
10	3	5755 E. 144th ST. NO.	6	9	5240 E. 144th ST. NO.			
11	3	5701 E. 144th ST. NO.	7	9	5290 E. 144th ST. NO.			
12	3	5675 E. 144th ST. NO.	8	9	5330 E. 144th ST. NO.			
13	3	5615 E. 144th ST. NO.	8	9	14360 NO. 54th E. AVE.			
14	3	5575 E. 144th ST. NO.						
15	3	5555 E. 144th ST. NO.						
16	3	5501 E. 144th ST. NO.						
17	3	5465 E. 144th ST. NO.						
18	3	5425 E. 144th ST. NO.						
18	3	14415 NO. 54th E. AVE.						
1	4	14525 NO. 55th E. AVE.						
1	4	5445 E. 145th ST. NO.						
2	4	5415 E. 145th ST. NO.						
3	4	14501 NO. 54th E. AVE.						
4	4	14454 NO. 54th E. AVE.						
5	4	14404 NO. 54th E. AVE.						
5	4	5335 E. 144th ST. NO.						
6	4	5295 E. 144th ST. NO.						

# LOT AREAS

LOT	BLOCK	AREA (SF)	AREA (AC)	LOT	BLOCK	AREA (SF)	AREA (AC)	LOT	BLOCK	AREA (SF)	AREA (AC)
1	1	26087	0.60	1	5	26066	0.60				
2	1	24000	0.55	2	5	24000	0.55				
3	1	24000	0.55	3	5	24000	0.55				
4	1	24000	0.55								
5	1	24000	0.55	1	6	26085	0.60				
6	1	24000	0.55	2	6	26107	0.60				
7	1	24000	0.55								
8	1	26087	0.60								
				1	7	26087	0.60				
				2	7	26087	0.60				
1	2	26087	0.60	1	8	25769	0.59				
2	2	26087	0.60	2	8	26079	0.60				
1	3	24000	0.55	1	9	106939	2.45				
2	3	24000	0.55	2	9	83591	1.919				
3	3	24000	0.55	3	9	32400	0.74				
4	3	24000	0.55	4	9	32400	0.74				
5	3	24000	0.55	5	9	32400	0.74				
6	3	24000	0.55	6	9	32400	0.74				
7	3	24000	0.55	7	9	35365	0.81				
8	3	24000	0.55	8	9	29829	0.68				
9	3	25287	0.58								
10	3	25287	0.58								
11	3	24000	0.55								
12	3	24000	0.55								
13	3	24000	0.55								
14	3	24000	0.55								
15	3	24000	0.55								
16	3	24000	0.55								
17	3	24000	0.55								
18	3	24252	0.56								
1	4	26087	0.60								
2	4	27872	0.64								
3	4	63837	1.47								
4	4	44380	1.02								
5	4	30677	0.70								
6	4	35022	0.80								

# LOT CULVERT SIZES

LOT	BLOCK	CULVERT DIAM.	LOT	BLOCK	CULVERT DIAM.	LOT	BLOCK	CULVERT DIAM.
1	1	18" HDPE	1	5	(2) 24" HDPE			
2	1	24" HDPE	2	5	(2) 24" HDPE			
3	1	18" HDPE	3	5	(2) 24" HDPE			
4	1	15" HDPE						
5	1	15" HDPE						
6	1	18" HDPE	1	6	24" HDPE			
7	1	18" HDPE	2	6	24" HDPE			
8	1	18" HDPE						
1	2	18" HDPE	1	7	24" HDPE			
2	2	24" HDPE	2	7	24" HDPE			
1	3	18" HDPE	1	8	24" HDPE			
2	3	18" HDPE	2	8	24" HDPE			
3	3	24" HDPE						
4	3	24" HDPE	1	9	18" HDPE			
5	3	15" HDPE	2	9	18" HDPE			
6	3	18" HDPE	3	9	18" HDPE			
7	3	15" HDPE	4	9	18" HDPE			
8	3	15" HDPE	5	9	18" HDPE			
9	3	18" HDPE	6	9	18" HDPE			
10	3	24" HDPE	7	9	18" HDPE			
11	3	24" HDPE	8	9	18" HDPE			
12	3	24" HDPE						
13	3	18" HDPE						
14	3	18" HDPE						
15	3	18" HDPE						
16	3	15" HDPE						
17	3	(2) 24" HDPE						
18	3	18" HDPE						
1	4	18" HDPE						
2	4	18" HDPE						
3	4	18" HDPE						
4	4	18" HDPE						
5	4	18" HDPE						
6	4	18" HDPE						

## PLANNING COMMISSION APPROVAL

I, \_\_\_\_\_, Chairman/Vice-Chairman of the City of Collinsville Planning Commission, hereby certify that the said Commission duly approved the map of "Cooper Crossing", on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

APPROVED \_\_\_\_\_ by the City Commission of the City of Collinsville, Oklahoma.

Mayor \_\_\_\_\_  
Attest: City Clerk \_\_\_\_\_



COOPER CROSSING  
DATE: 8/12/2005  
FILE: CMESAB.DWG  
SHEET 2 OF 4



DEED OF DEDICATION FOR  
COOPER CROSSING

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cooper Mesa, L.L.C., an Oklahoma Limited Liability Company, is the sole owner in fee simple of the following described real property in the City of Collinsville, Tulsa County, State of Oklahoma, to-wit;

A tract of land situated in the N 1/2 of Section 27, T-22-N, R-13-E of the Indian Base Meridian, Tulsa County, Oklahoma according to the U.S. Government survey thereof and being more particularly described as follows, to-wit: Beginning at the NE Corner of Said Section 27, Thence N 89°53'05" W and along the North line of Said Section 27 for 3,371.59 feet to the TRUE POINT OF BEGINNING, Thence S 00°05'55" W for 85.00 feet, Thence S 44°58'33" W for 35.19 feet, Thence S 00°04'00" W for 326.00 feet, Thence Due East for 1,230.00 feet, Thence S 00°04'00" W for 135.00 feet, Thence Due East for 60.00 feet, Thence S 44°58'00" E for 35.29 feet, Thence Due East for 107.48 feet, Thence along a curve to the right with a radius of 1410.00 feet and a central angle of 23°27'28" for 577.28 feet with a chord bearing of S 78°16'15"E, Thence S 64°56'35"E for 80.42 feet, Thence along a curve to the right with a radius of 1410.00 feet and a central angle of 03°18'59" for 81.61 feet with a chord bearing of S 61°36'54"E, Thence along a curve to the left with a radius of 300.00 feet and a central angle of 13°47'40" for 72.23 feet with a chord bearing of N 66°48'52"W, Thence N 36°30'48"E for 183.85 feet, Thence Due North for 576.28 feet, Thence S 89°53'05"E for 546.23 feet, Thence S 36°31'33"W for 715.50 feet, Thence S 36°31'59"W for 199.09 feet, Thence Due South for 60.00 feet, Thence N 89°53'43"W for 27.96 feet, Thence along a curve to the right with a radius of 360.00 feet and a central angle of 29°56'05" for 188.08 feet with a chord bearing of N 74°55'27"W, Thence along a curve to the left with a radius of 1350.00 feet and a central angle of 03°18'59" for 78.15 feet with a chord bearing of N 61°36'48"W, Thence N 64°56'35"W for 77.00 feet, Thence along a curve to the left with a radius of 1350 feet and a central angle of 23°27'28" for 552.71 feet with a chord bearing of N 78°16'15"W, Thence Due West for 165.66 feet, Thence S 00°04'00" W for 380.00 feet, Thence Due West for 2.92 feet, Thence Due South for 160.00 feet, Thence Due West for 465.00 feet, Thence Due South for 5.00 feet, Thence Due West for 1,140.00 feet, Thence Due South for 70.97 feet, Thence Due West for 219.96 feet, Thence Due South for 48.32 feet, Thence N 89°52'45" W for 698.55 feet, Thence S 00°05'18"E for 165.00 feet, Thence N 87°45'55" W for 564.73 feet to the easterly right-of-way line of North Yale Ave, Thence N 11°13'15" E and along said Right-of-way for 83.13 feet, Thence N 00°05'10" W along said right-of-way for 340.36 feet, Thence S 89°47'32" E for 1,124.85 feet, Thence N 00°04'00" W for 607.97 feet, Thence Due East for 633.04 feet, Thence N 00°04'00"E for 325.96 feet, Thence N 44°58'33" W for 35.52 feet, Thence N 00°05'55" E for 85.00 feet to the North Line of Said Section 27, Thence S 89°53'05" E for 110.00 feet to the point of beginning and containing 50.979 acres more or less,

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "COOPER CROSSING", an Addition to the City of Collinsville, Tulsa County, State of Oklahoma.

SECTION 1. STREETS, EASEMENTS, AND UTILITIES.

1. Utility Easements and Streets. The undersigned owners dedicate to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, 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 appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above 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 owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls.
2. Limits of No Access. The owners hereby relinquish rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Collinsville and approved by the Collinsville 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 the City of Collinsville, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.
3. Electric, Communication and Natural Gas Service. In connection with the installation of underground electric, communication and natural gas services, all lots are subject to the following:
  - A. Overhead pole lines for the supply of electric and communication service may be located along East side of said addition by use of existing poles. Street light poles or

standards shall be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

- B. 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 service cable to a particular house, the supplier of electric and communication services shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of way easement on each 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.
- C. The supplier of electric, telephone, cable television and natural gas service, through their proper agents and employees shall at all times have the right of access to all such 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 natural gas services so installed by it.
- D. The owner of each 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 electric, telephone, cable television, gas facility or water lines. Each 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 the acts of the owner or its agents or contractors.
- E. 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 natural gas service, and the owner of each lot agrees to be bound thereby.
- F. The foregoing covenants concern AEP/PUBLIC SERVICE COMPANY OF OKLAHOMA. No vegetation, trees, or shrubs shall be planted on AEP/Public Service Company of Oklahoma's Right-of-way without its written permission. No permanent or temporary structures, buildings, playground equipment, nor other fixed improvements shall be erected in the AEP/Public Service Company of Oklahoma Right-of-Way. Ingress and egress to AEP/Public Service Company of Oklahoma's lines and Right-of-Way are of primary concern. Therefore, any fences that

completely traverse the width of the Right-of-Way shall have a 14 ft. gate installed (along with a AEP/Public Service Company of Oklahoma lock) for our access.

4. In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the water mains and the public sanitary sewer facilities located on his lot and within the depicted utility easement area, if ground elevations are altered from the contours existing upon the completion of the installation of a water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense. Washington County Rural Water District No. 3, its successors or assigns, will be responsible for ordinary maintenance of water mains and The City of Collinsville or its successors will be responsible for ordinary maintenance of public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Collinsville and/or Washington County Rural Water District No. 3, their successors or assigns, through their agents and employees shall at all times 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 underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Collinsville and/or Washington County Rural Water District No.3, or their successors, and the owner of the lot agrees to be bound hereby.
5. Reserve Areas and Common Areas
  - a. Reserve areas and or common areas designated on this plat will be deeded to the Property Owners Association of COOPER CROSSING (hereinafter defined), for their use and benefit. These areas shall be transferred to the Property Owners Association of COOPER CROSSING on or before the completion of the last home constructed on the property of Cooper Mesa, L.L.C. Reserve areas can be used but not limited to storm water detention facilities, community parks or recreational areas, walking trails and pedestrian use.
  - b. If a storm water detention facility is constructed in a reserve grant, then that reserve will be deeded to the Property Owners Association and construction shall be in accordance with the current standards and specifications of

the City of Collinsville, Oklahoma. No wall, fence, building or other structure shall be placed or maintained in the detention reserve area, nor shall there be any alteration of grade or contours in the detention reserve area unless approved by the City of Collinsville, Oklahoma.

- c. If Storm Water Detention facilities are constructed, they shall be maintained by the Owner, Cooper Mesa, L.L.C., for one year prior to the transfer of the property to the Cooper Crossing Property Owners Association. The Property Owners Association shall be thereafter responsible for the maintenance which shall be performed in the following manner: (1) The side slopes shall be maintained smooth at slopes not to exceed 4:1 ratio. (2) A cover of vegetation shall be maintained on all slopes. (3) Vegetation shall be watered as necessary to maintain a vigorous growth. (4) The facility shall be mowed regularly as required during the growing season. (5) All concrete, rip-rap and appurtenances shall be maintained in good condition. (6) Outflow structures shall be kept free of debris.
- d. In the event the Owner of Cooper Crossing or the Property Owners Association shall fail to adequately and properly maintain the storm water detention facilities, the City of Collinsville, Oklahoma or its designated contractor may enter the area, perform necessary maintenance, and the cost of said maintenance shall be paid for by the Property Owners Association.
- e. In the event the Property Owners Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Collinsville, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each lot in the subdivision.
- f. A lien established as above provided may be foreclosed by the City of Collinsville, Oklahoma.
6. Lot Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

## SECTION II. RESTRICTIONS AND COVENANTS.

THEREFORE, the Owner of Cooper Crossing does hereby impose the following restrictions and covenants running with the land and shall be binding upon the Owner of Cooper Crossing, its successors and assigns and shall be enforceable as hereinafter set forth.

1. Lot Use: Premises are conveyed and shall be used for only for residential, single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot

may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height. No structure may be moved into COOPER CROSSING.

2. Architectural Committee. No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications therefore, exterior color scheme and materials thereof, and a plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an Architectural Committee composed of Lloyd L. Garrison and/or Cooper Mesa LLC, their duly authorized representative, representatives, or successor. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it is herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

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 Architectural Committee 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 or drainage or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

3. Nothing herein contained shall be in any way deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvements within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the

Architectural Committee or its designated representatives shall cease when a single family residence has been constructed on each of the single family lots of this subdivision or on January 1, 2008. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of the majority of the single family lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the committee for such period as may be specified in the instrument.

4. No structure of a temporary character shall be used as a residence.
5. The owner, his successor and/or assigns, shall pay for and install all street and traffic signs.
6. Should a lot owner or builder of a structure on any lot, build the structure over existing underground services, and said construction necessitates the re-locations of the underground service, then any and all expenses related to and incurred by such changes shall be paid by the builder and/or lot owner.
7. Building Construction Trash. All builders will use either a trash service or a constructed mesh fence to contain building site trash. Construction trash will be removed from the site in a timely manner.
8. All streets will be graded, base material applied and surface paved, by the developer, in accordance with the standards and specifications of the City of Collinsville. The developer will also construct borrow ditches within the subdivision, erect street name signs, plant trees or planting screens, install street lights and drainage structures. Installation will be in accordance with the approved plans on file in the office of the City Engineer at the expense of the developer. All construction will be in compliance with the current standards, plans and specifications of the City of Collinsville.

The following standards shall apply to all dwellings in "COOPER CROSSING".

- A. Dwelling size. All dwellings shall have a minimum living space of at least 1200 square feet. Dwellings in excess of a single story shall have a minimum living space of 900 square feet at the lower level with a minimum living space of 1400 square feet.
- B. Building Materials Requirements (Masonry). No dwelling shall be constructed on any lot in COOPER CROSSING unless at least Twenty-five percent (25%) of the exterior thereof are brick or stone; provided however, that the area of all windows and

doors located in said exterior wall SHALL be excluded in the determination of the area of said exterior walls; and further provided that where a gable-type roof is constructed, then that part of such exterior extended above the room ceiling height may be constructed of wood or vinyl material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be canceled. Any deviation of exterior construction materials shall be permitted only upon written consent of the architectural committee.

- C. Garages. All dwellings shall have attached garaged suitable for accommodating a minimum of two (2) standard size automobiles and not more than three (3) automobiles. All garages shall be accessed by an overhead garage door. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door.
- D. Driveways and Culverts. All driveways into a lot from any street shall be constructed of concrete and shall be not less than sixteen (16) feet in width. All driveways will connect to the asphalt street. All driveways shall contain a drainage culvert of at least fifteen (15) inches, or as determined by the City of Collinsville in diameter and larger if necessary. A 4' long curb will be constructed from concrete, brushed and finished, 6" in height centered on the drainage pipe which is in the bar ditch, under the driveway next to the street. A drawing will be distributed by the Architectural Committee and each structure will be built according to the drawing.
- E. Roof Pitch and Roofing material. The roof of the dwelling shall have a pitch of at least 6/12 over 75% of the total area, and none of the roof area shall have a pitch of less than 3/12. Shingles will be Heritage 11.
- F. Outbuildings. An outbuilding may be constructed on the lots, but they will be built on a concrete slab floor and be of the same materials and appearance as the dwelling. No skid mounted outbuildings will be permitted. An outbuilding cannot be constructed closer to the adjacent street than the front of the dwelling on that lot.
- G. Fences. No fences shall exceed six (6) feet in height. No fence or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front line than the building set-back line applicable and in effect as to each lot; provided however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape a front yard.
- H. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept for a total of three (3) maximum and the



suckling young of said animals. No animals shall be kept, bred or maintained for any commercial purpose.

- I. Vehicle Storage and Parking. No inoperative vehicle shall be stored on any lot. No trailer, motor home, boat trailer or travel trailer shall be located, parked or stored within a front yard and parking of recreational vehicles shall be on a paved area, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.
- J. Antennae. No radio or television tower, serial, or antenna shall be located on any lot. Satellite dishes over 24" in diameter shall be screened from view from the street.
- K. Billboards Prohibited. The construction or maintenance of billboards, or advertising boards or structures on any lot is specifically prohibited, except that signs advertising the sale or rental of such property are permitted, provided they do not exceed three (3) square feet in size.
- L. Required Yards. No building shall be erected or maintained nearer to the front or side street lines than the building setback lines shown on the accompanying plat and must be in accordance with the permitting and setback requirements of the City of Collinsville.
- M. Commercial Structures. No building or structure shall be placed, erected, or used for business, professional trade or commercial purposes on any portion of any single-family lot. This prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services.
- N. Noxious Activity. No Noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to "COOPER CROSSING".
- O. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All wastes shall be kept in sanitary containers and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers must be removed from curbside and screened from roadway view within eighteen (18) hours after refuse collection vehicles empty the containers.
- P. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any lot.
- Q. Temporary Structure. No trailer, mobile home, manufactured home, prefabricated home, tent, garage, barn, or outbuilding

shall be at any time used for human habitation, temporary or permanently, nor shall any structure of a temporary nature be used for human habitation.

- R. Construction and Promotional Activity. During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of construction, sales and promotion which might otherwise be prohibited.
- S. Clothes Lines. No outside clothes lines or outside clothes drying shall be permitted on any lot.
- T. Mailboxes. All mailboxes shall be enclosed in a brick or masonry structure which shall extend to the ground and conform to the dwelling.
- U. Drainage Easements/Surface Drainage. No trees, shrubs or seedlings of any form shall be placed in drainage easements except certain grasses normally used for lawn purposes. No obstructions shall be placed or permitted to remain in any of the designated drainageways that would hinder or restrict the free and voluntary flow of stream water from its intended passage way. 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.
- V. Property Owners Association: The Owners have formed or shall cause to be formed, the "THE COOPER CROSSING PROPERTY OWNERS ASSOCIATION, INC." (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the state of Oklahoma and formed for the general purposes of maintaining the common open areas, and areas designated by the owners, for enhancing the value, desirability and attractiveness of COOPER CROSSING.
- W. Membership: At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the Owner(s) of said Lot therefore become(s) a member of the "THE COOPER CROSSING PROPERTY OWNERS ASSOCIATION, INC." and membership shall be apart to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner of Cooper Crossing. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.
- X. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the

Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage.

- Y. Borrow Ditch Maintenance. The individual lot owner within the subdivision shall administer routine maintenance to prevent the accumulation of trash, weeds, or tall grass as would obstruct the flow of water or diminish the appearance of the subdivision. The side slopes of the bank, next to the roadway, shall be four (4) feet horizontal to one (1) foot vertical or flatter. The side slope of the opposite bank shall be maintainable, with a minimum of three (3) feet horizontal to one (1) foot vertical. The borrow ditch shall not extend outside the street right-of-way.

### SECTION III. TERM, AMENDMENT, AND ENFORCEMENT.

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section II hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years, unless by a majority vote of the then owners within "COOPER CROSSING" it is agreed, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "COOPER CROSSING".
2. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "COOPER CROSSING", the beneficiaries of the covenants as set forth in Section II hereof with respect to such covenants only, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgement or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "COOPER CROSSING" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed a waiver or

relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, the Undersigned Owners, have caused this Certificate of Dedication and Restrictive Covenants to be executed this 29 day of Sept, 2005.

COOPER MESA, L.L.C., an Oklahoma Limited Liability Company

Lloyd L. Garrison  
Lloyd L. Garrison,  
Member-Manager

James P. Lloyd  
James P. Lloyd,  
Member-Manager

STATE OF OKLAHOMA )  
                                  )SS

COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of September, 2005, personally appeared Lloyd L. Garrison, Member-Manager, and James P. Lloyd, Member-Manager, to me known to be the identical persons who subscribed their name as the maker thereof to the foregoing instrument as its Member-Managers and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed for said Limited Liability Company, for the uses and purposes set forth therein.

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

My Commission Expires: 6/6/08

James P. Lloyd  
Notary Public



### SURVEYOR'S CERTIFICATE

I, Bryan C Sandlin, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the insistence of the owner, carefully and accurately surveyed, subdivided, and platted the tract of land above described, and that plat designated as "COOPER CROSSING", an Addition to the City of Collinsville, Oklahoma accurately represents such survey.

WITNESS my hand and seal this 29 day of Sept

Bryan C. Sandlin  
Bryan C. Sandlin, R.L.S.

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF TULSA )


Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of September, 2005, personally appeared Bryan C. Sandlin, to me known to be the identical person who executed the foregoing instrument, and acknowledges to me that he executed the same as his free and

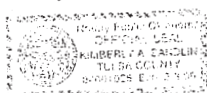


voluntary act and deed, for the uses and purposes set forth therein.

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

My Commission Expires: 2-3-05

  
Notary Public



COOPER CROSSING  
August 12, 2004  
SHEET 4 OF 4 SHEETS