

19333**LOGAN ESTATES LAND, BUILDING AND USE RESTRICTIONS**

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS, that shall be incumbent upon all transferees, grantees and successors in title or interest in and to any of the following described real property, to-wit:

That Sandra Jane Wyrick, Trustee, of the Revocable Inter Vivos Trust of Sandra Jane Wyrick UDT June 5, 1990 (hereinafter referred to as "owners"), are the owners of the following described real estate situated in the W/2 of the SE/4 of Section 32, T-23-N, R-13-E, Washington County, State of Oklahoma, being more particularly Described as follows:

Beginning at the SE cor. of said W/2 of the SE/4; thence N-0°02'57"-E along the East line of said W/2 of the SE/4 a distance of 2639.26 ft. to the NE cor. of said W/2 of the SE/4; thence S-89°58'53"-W along the North line of said W/2 of the SE/4 a distance of 659.99 ft.; thence S-0°03'01"-W a distance of 2638.47 ft. to the South line of said Section 32; thence S-89°56'59"-E along said South line a distance of 660.03 ft. to the point of beginning. This described tract of land contains 39.98 acres more or less.

1. All lots shall be known and designated as residential buildings plots. Only one detached single-family dwelling and garage appertaining thereto shall be erected on said premises. No use shall be made of said premises except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single-family dwelling. No house shall be erected, altered placed or permitted to remain on other than a permanent stemwall foundation or concrete slab.

2. No residential building lot shall be re-subdivided into building plots of less than that already platted. There shall be no lot splits.

3. No structure of temporary character, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence either temporary or permanent, and no move-in houses will be permitted, other than those move-in houses of new construction. No home will be less than one thousand (1,000) square feet of livable space. Mobile homes will be permitted, providing the mobile home be no more than five years old, and be at least seven hundred (700) square feet in size. The wheels will be removed and said mobile will be tied down and anchored according to law. It shall also be skirting with matching professional materials before occupied. The stairway must be professional and of a safe nature. Storage under mobile homes will not be permitted. No additions to a mobile home will be permitted other than those additions done by professional craftsmen and approved by the building committee.

4. No houses, fences, or outbuildings shall be erected, placed or altered on any building plot in this development until the building plans, specifications, and plot showing the location of such building and fences have been approved in writing as to the conformity and harmony of external design with existing structures in the development, and as to location of the building and fences with respect to topography and finished grade elevation, by the building committee. The building committee shall consist of the S & V Investments Inc. (hereafter called Declarant) until such time as the Declarant has sold out seventy-five percent (75%) of the property, or five (5) years from the date of the first sale of a lot, whichever shall occur first, after which, the Property Owners have the right to designate a new building committee by allowing each owner of a lot on vote per lot.

5. No garage or outbuilding shall be used as a residence or living quarters. No structure of a temporary character including camper trailers or tents shall be used on any lot at any time as a residence or living quarters.
6. No building shall be located on any lot nearer to the lot lines than the minimum building setback lines shown on the recorded plat.
7. No business, trade or noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This is to include any trash, junk and/or derelict automobiles. If, after being notified by the Declarant or the building committee and receiving written notice of such, a property owner who has not removed the trash, junk and/or derelict automobile, the Declarant or the building committee after a period of thirty days has the power to remove it at the owner's expense. Each owner of a vacant lot is required to keep said lot in a presentable condition and any non-burnable refuse must be hauled away for disposal.
8. No building, obstruction or structure, temporary or permanent shall be erected, maintained, constructed, or be permitted to exist upon any area, or areas, designated on the plat of said Addition as a utility or drainage easement, which are hereby reserved for such purpose.
9. No swine or livestock kept for commercial sale may be raised or kept on any lot. Pets of the Owner's choice may be kept providing that they are not a nuisance to other property owners. Pets must not be allowed to make disturbing noise or odor.
10. No Owner of any Lot shall allow trucks, trailer houses, trailers or other vehicles, larger than what is commonly referred to as pick-up size, to be parked on or about his premises overnight. No owner of any lot in this sub-division shall allow any vehicles or machinery to remain on or about this premises when the same is what is commonly referred to as junk or salvage. No overnight parking of any vehicle shall be allowed in the streets.
11. There shall be no satellite dishes over 18 inches in diameter. Propane tanks shall be completely shielded from view. There shall be no external clothes lines.
12. Trash and garbage cans shall be screened from view from all directions. During construction each owner shall provide an enclosure for trash.
13. All lots within the sub-division must be kept free from weeds, trash, rubbish or other unsightly materials. If the same accumulate upon any lot, the Declarant or building committee has the power and authority to have the same cut, cleaned and removed and charge the owner of any such lot the costs therefore as a special assessment, payable immediately.
14. There shall not be placed upon or permitted to remain upon any of the lots in said sub-division any advertisement, display, sign or billboard of any nature except that the owner of any such lot may erect thereon a temporary "For Sale" sign in an effort to sell such real estate.
15. The use of any vehicle or equipment which would damage the streets of the Addition is prohibited.
16. The use of an individual extended aeration sewage system is mandatory in this subdivision. The use of same shall at all times comply with applicable County and State standards and no system shall be used that is out of compliance with the applicable County and State standards or which under normal operating conditions would create a nuisance or obnoxious condition which would in any way

threaten the health or property value of other owners in the subdivision.

17. Should the owner/ or tenants of any lot or lots in Logan Estate violate any of the restrictive covenants and or conditions herein, and thereafter refuse to correct the same, and to abide by said restrictions and conditions contained herein after reasonable notice, then and in such event any owner or owners of any lot in Logan Estate may institute legal proceedings to enjoin, abate, and/or collect such violation of such restriction or violations, and the owner of the lot or lots permitting the violation of such restrictions and/or covenants shall pay all attorney fees, court cost, and other expenses necessarily incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, and attorney fees, court cost, and other expenses allowed and assessed by the court, for the aforesaid violation or violations.

18. The foregoing covenants and restrictions are to run with the land, and shall be binding on all persons, and parties claiming under them until December 30, 2015, at which time the said covenants shall automatically be extended for successive periods of ten (10) years unless, by a vote of the then existing lot owners, it is agreed to change or abrogate said covenants in part or in whole.

19. Invalidation of any one of these covenants by judgment of court shall in no way effect any of the other provisions which shall remain in full force and effect.

In witness whereof, Sandra Jane Wyrick, Trustee, of the Revocable Inter Vivos Trust of Sandra Jane Wyrick, UDT June 5, 1990, Owners of LOGAN ESTATES I platted hereof, hereby approve the foregoing Deed of Dedication, conditions and Covenants this 16 day of September, 1998.

41 W. Chestnut
Skiatook, Ok
74070

Sandra Wyrick
Sandra Wyrick, Trustee

STATE OF OKLAHOMA)

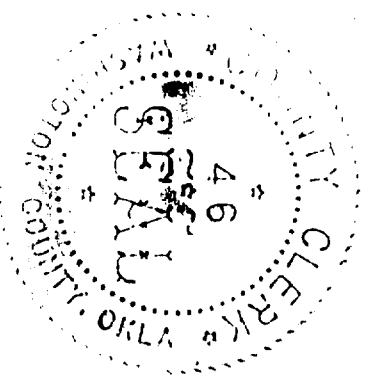
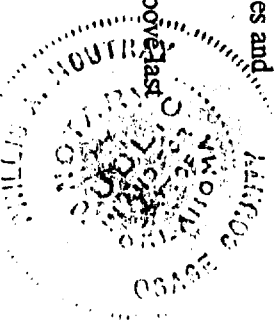
COUNTY OF Blaine

Before me, the undersigned, a Notary Public in and for said County, and State, on this 16th day of September, 1998, personally appeared to me known to be the identical person/s who subscribed the name of the maker thereof to the foregoing instrument as the Owner and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 3/25/99

Phillie Moutrey
Notary Public



MC NUMBER 96019333
BOOK 917
PAGE'S 2112 - 2114
TIME 4:43:32
FEE 12.00
09/24/1998
Betty Sise J. Sider
Washington County Clerk
RECORDED AND FILED

**Modification of Restrictions
for
Logan Estates
Washington County, State of Oklahoma**

State of Oklahoma)
) ss
County of Washington)

Know All Men by These Presents: That the undersigned, being all of the owners of all the lots and blocks in Logan Estates to Washington County, State of Oklahoma, included and embraced in the plot and dedication of said addition filed in the office of the Washington County Clerk, Oklahoma, recorded in Book 917 of Plats at page 2111, do hereby modify that certain restriction which at the time of dedication reads as follows:

23887

“16. The use of an individual extended aeration sewage system is mandatory in this subdivision. The use of same shall at all times comply with applicable County and State standards and no system shall be used that is out of compliance with the applicable County and State standard or which under normal operating conditions would create a nuisance or obnoxious condition which would in any way threaten the health or property value of other owners in the subdivision..”

That the parties to this modification do hereby state that said modification should read henceforth as follows:

“16. The use of an individual extended aeration sewage system or wetlands sewage system is mandatory in this subdivision. The use of same shall at all times comply with applicable County and State standards and no system shall be used that is out of compliance with the applicable County and State standard or which under normal operating conditions would create a nuisance or obnoxious condition which would in any way threaten the health or property value of other owners in the subdivision..”

Witness our hands this 30 day of Jan, 1999.

Vance Wyrick
Vance Wyrick

Sandra Jane Wyrick
Sandra Jane Wyrick

William V. Wyrick
S & V Investments Inc. by its President

Robert Williams
Robert Williams

Dacia A. Blodgett Williams
Dacia A. Blodgett Williams

DOC NUMBER 99023887
BOOK 922
PAGES 475 - 476
TIME 2:57:05
FEE 10.00
02/08/1999
Marjorie Parrish
Washington County Clerk
RECORDED AND FILED



BK 0922 PG 0475

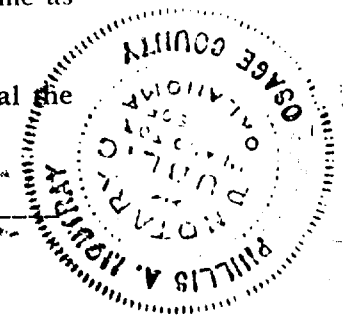
STATE OF OKLAHOMA)
) ss.
County of TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of January, 1999, personally appeared Vance Wyrick and Sandra Jane Wyrick, husband and wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:
3-25-99

Phillis A. Moutray
Notary Public



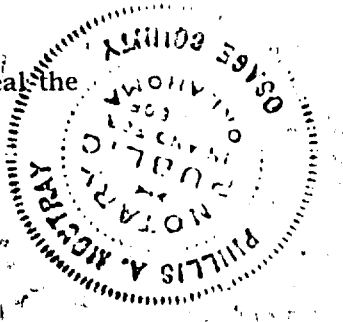
STATE OF OKLAHOMA)
) ss.
County of TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of January, 1999, personally appeared Robert Williams and Dacia A. Blodgett Williams, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:
3-25-99

Phillis A. Moutray
Notary Public



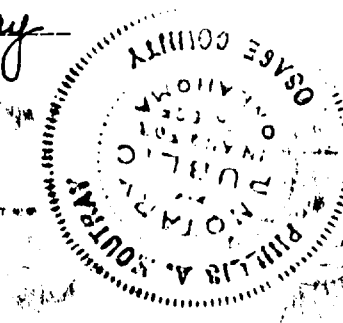
STATE OF OKLAHOMA)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of January, 1999, personally appeared Vance Wyrick, as President and Sandra Jane Wyrick, as Secretary of S & V Investment Inc., an Oklahoma Corporation, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:
3-25-99

Phillis A. Moutray
Notary Public



RETURN TO:

S & V INVESTMENTS, INC.
41 W. Chestnut
Skiatook, Ok 74070

BK 0 9 2 2 Pg 0 4 7 6