

Post-It <sup>®</sup> Fax Note	7671	Date	7/28/04	# of pages	5
To	Diane	From			
Co./Dept.		Ch.			
Phone #		Phone #			
Fax #	481-6165	Fax #			

Plat Book 5 Page 18  
Records of County Clerk

CERTIFICATE OF DEDICATION

Filed April 28, 1972  
at 11:50 a.m.

ADAMS CREEK ESTATES

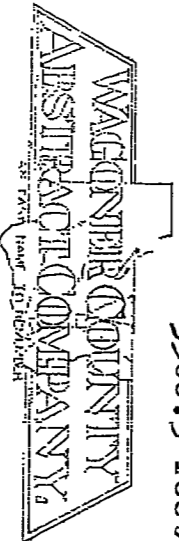
KNOW ALL MEN BY THESE PRESENTS:

That ADAMS CREEK CORPORATION, a corporation is the owner of the following described property, situated in Wagoner County, State of Oklahoma;

Beginning at a point 74.75 feet North of the SW corner of E $\frac{1}{2}$  of Section 3, Township 18 North, Range 15 East; thence East 500 feet, thence North 940 feet, thence East 165 feet, thence North 80 feet, thence East 235 feet to center of creek which drains to the Northwest to a point on the west line of the E $\frac{1}{2}$  of Section 3, which point is 3575.05 feet North of the SW corner of said section, thence South along the west line of said E $\frac{1}{2}$  3500.3 feet to the point of beginning.

Also described as: Beginning at a point 74.75 feet North of the SW corner of E $\frac{1}{2}$  of Section 3, Township 18 North, Range 15 East; thence East 500 feet, thence North 940 feet, thence East 165 feet, North 80 feet, East 135 feet, thence North 130 East 70.3 feet, thence N 77° East 120 feet, thence North 140 East 130 feet, thence North 45° East 152 feet, thence North 30° West 119.3 feet, thence North 68° West 117 feet, thence South 71° West 122 feet, thence North 30° West 90.5 feet, thence North 16° West 167 feet, thence North 19° West 170 feet, thence North 130° East 173 feet, thence North 37° West 76 feet, thence South 84° West 98 feet, thence North 6° West 100.5 feet, thence North 57°-30' East 196 feet; thence North 85 feet, thence North 80°-50' West 263.8 feet, thence North 10° West 320 feet, thence North 67° East 204 feet, thence North 25° East 88.5 feet, thence North 15° West 140 feet, thence North 20° West 113 feet, thence North 60° West 72 feet, thence North 60° West 94 feet, thence South 86° West 146 feet, thence North 42° West 444.6 feet to the west line of the East Half of section 3, thence South 3500.3 feet to the point of beginning

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



WHEREAS, the said owner has caused the above described property to be surveyed, platted and staked into lots and streets in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as "ADAMS CREEK ESTATES", in addition to Wagoner County, Oklahoma.

AND, the undersigned owner hereby dedicates for the public use the streets as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, elect power lines and transformers, gas lines and water lines together with all fittings and equipment for each such facility including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress upon said easements for the uses and purposes aforesaid, together with similar rights in each and all the streets shown on said plat; PROVIDED, HOWEVER, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right to ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all the public streets shown on said plat, and over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other areas.

AND, the undersigned owner for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owner, its successors and assigns, and the adjacent owners abutting the tract, their successors and assigns, do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

#### PROTECTIVE COVENANTS AND RESTRICTIONS

1. Overhead pole lines may be installed in the easement along the West side of said addition; elsewhere, all supply of electric service shall be located underground in the easement ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement ways.
2. Underground services to all houses which may be located on all lots in said addition may 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 said lot;



provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house.

3. The Supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easements 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 electric facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lots.

The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

5. All permanent structures must be new construction.

6. All homesites in the tract shall be known and described as single family residential homesites. No structure shall be created altered, placed or permitted to remain on any homesite which exceeds two stores in height and all residences must have a private garage for not less than two cars attached to the residence. Any detached structure to be built on the homesite such as storage building, covered entertainment area, etc., shall conform to the basic of the dwelling thereon. Garports, in addition to a two-car garage will be permitted only if attached to the residence.

7. The exterior of all structure erected on any homesite shall be constructed of a minimum of 65% stone or brick.

8. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or sign, used by a builder to advertise the property during the construction and sales period.

11. No trailer, basement, tent, shack, garage, barn, or other outbuildings type structure shall be moved onto any homestead in this residential development. No temporary structures will be permitted.

12. No homestead will be used for the storage of materials for a period of greater than 30 days prior to start of construction. Construction shall be completed within 12 months from date of purchase of lot.

13. No fences of any kind shall be placed beyond the front building line of the residence.

14. All entrances from streets shall have drain tile, size approved by developer or County Commissioner of Wagoner County.

15. All individual sewer systems to be constructed according to County and State Health Department requirements.

16. There will be no less than 1500 square feet of livable floor area in the residence, exclusive of garage, porch and patio areas.

17. All structures shall be located a minimum distance of 25 feet from any side lot line.

(Corp. Seal)

ADAMS CREEK CORPORATION

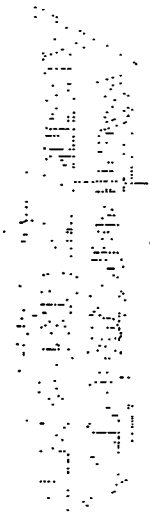
By: Wilton W. Works, President

Attest:

By: Patricia S. Works, Secretary

STATE OF OKLAHOMA, )  
                          ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of April, 1974, personally appeared Wilton W. Works, to be known to be identical person who subscribed the name of the maker thereof to the foregoing instrument as its President 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 corporation for the uses and purposes therein set forth.



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

Mary Anne Glass,  
My Commission expires November 12, 1975. Notary Public  
(SEAL)

CERTIFICATE OF SURVEY

I, John F. Sheridan, the duly elected surveyor of Wagoner County, State of Oklahoma, and a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my present knowledge.

(Seal)  
John S. Sheridan  
County Surveyor  
Wagoner County

TREASURER CERTIFICATION

I, hereby certify that the 1971 and back taxes have been paid on the above described property.

Ruby M. Roberts  
Wagoner County Treasurer

WAGONER COUNTY  
RECORDS DEPARTMENT  
1000 WEST 17TH AVENUE  
MUSKOGEE, OKLAHOMA 74403