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WAGONER CO.

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).

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Records of County Clerk

Filed April 10, 1978
at 11:20 a.m.

CAMBRIDGE ESTATES

A SUBDIVISION OF ALL OF THE NORTH HALF (N/2) OF OF THE NORTHEAST QUARTER (NE/4) AND ALL OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) AND ALL OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT SANDLANE INVESTMENT CO., an Oklahoma Corporation is the OWNER of the following described property:

The North Half (N/2 of the Northeast Quarter (NE/4) AND the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) AND the West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section 16, Township 18 North, Range 15 East of the Indian Base and Meridian in Wagoner County, State of Oklahoma, according to the U. S. Government Survey thereof, being more particularly described as follows:

Beginning at the northeast corner of said North Half (N/2) of the Northeast Quarter (NE/4) of Section 16; thence South 0°22'56" West along the east line thereof a distance of 1316.79 feet to a point, said point being the southeast corner of said North Half (N/2) of the Northeast Quarter (NE/4); thence North 89°40'00" West along the south line thereof a distance of 661.55 feet to a point, said point being the northeast corner of said West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4); thence South 0°18'06" West along the east line thereof a distance of 1316.36 feet to a point, said point being the southeast corner of said West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4); thence North 89°42'57" West along the South lines of said West Half (W/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) a distance of 1979.11 feet to a point, said point being the southwest corner of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4); thence North 0°03'39" East along the west lines of said

Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and the North Half (N/2) of the Northeast Quarter (NE/4) a distance of 2636.14 feet to a point; said point being the northwest corner of said North Half (N/2) of the Northeast Quarter (NE/4); thence South 89°37'05" East along the north line of said North Half (N/2) of the Northeast Quarter (NE/4) a distance of 2653.59 feet to the point of and place of beginning, containing 140.043 Acres, more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked into lots, blocks and streets in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as "CAMBRIDGE ESTATES", an Addition in Wagoner County, Oklahoma.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use all of the streets as shown on said plat and does hereby guarantee the title to all of the land covered by said streets for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title of the subdivision of said tract (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns, to-wit:

PROTECTIVE COVENANTS AND RESTRICTIONS

1. a) Overhead pole lines for the supply of electric and telephone service may be located along the perimeter of said Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, 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 a service cable to a particular house, the supplier of electric and telephone 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 on said house.

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- c) The supplier of electric and telephone service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric and telephone facilities so installed by it.
- d) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric and telephone facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e) The foregoing covenants concerning underground electric and telephone facilities shall be enforceable by the supplier of electric and telephone service, and the owner of each lot agrees to be bound hereby.
2. All plans and specifications must be submitted to the developer or his duly authorized representative for written approval prior to start of construction. All permanent structures must be new construction.
 3. No residence previously used shall be moved on to any lot in this residential development.
 4. All lots in the tract shall be known and described as single family residential lots except Lots 8 and 9, Block 6 which will be used for recreational purposes for the construction of swimming pools, tennis courts, playground equipment, etc. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, and all residences must have a private garage not less than two cars attached to the residence. Any detached structures to be build on the lots such as storage building, covered entertainment area, etc. shall conform to the basic of the dwelling thereon, and the plans for such structure must be submitted to the developer for approval prior to start of construction. Carports, in addition to a two-car garage will be permitted only if attached to the residence.
 5. The exterior of all structures erected on any lot shall be constructed of a minimum of 65% stone or brick.
 6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.

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7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
8. 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 advertizing the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.
9. No trailer, tent, shack, garage, barn or other outbuilding type structure shall be moved onto any lot in this residential development. No temporary structures will be permitted.
10. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.
11. No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than six feet.
12. All individual sewer systems to be constructed according to The County and State Health Department requirements.
13. There will be no less than 1600 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
14. No building shall be erected nearer to the front property line than the building line shown on the plat.
15. All driveways shall be surfaced with a dust-free material such as portland cement concrete or asphaltic concrete.
16. The undersigned recognizes CAMBRIDGE ESTATES HOME OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation (hereinafter called the "Association") formed, created and established in conformity with the following rules and for the following purposes, among others, in the Articles of Incorporation set forth:
 - a) The Association shall be composed of the owners of residential lots in CAMBRIDGE ESTATES. Membership in said Association is mandatory and automatic upon the purchase of any lot in the Addition.
 - b) Each lot owner shall be entitled to one vote in the business of the Association. The Developer who continues to own originally platted lots shall be entitled to three votes per lot until the lot is sold for the first time. If a lot is

owned by more than person or entity, any one of such owners may cast any vote incident to any business of the Association for an on behalf of all owners of such lot, but if such owners are unable to agree on the vote to be cast, the vote respecting such lot shall not be counted with respect to the matter than under consideration.

- c) Each residential lot shall be assessed a one-time fee of \$100 to be paid to the Association upon purchase. This one-time fee shall be in addition to a reasonable monthly assessment to be set and assessed by the Association pursuant to a majority vote of all residential lot owners of CAMBRIDGE ESTATES. These assessments shall be a lien on the property of each residential lot until paid; and in the event of non-payment within 30 days of assessment the lien created thereby may be foreclosed by the Association in conformity with the laws of the State of Oklahoma respecting the foreclosure of mortgages on real estate. Assessments may be raised or lowered by a majority vote of the membership upon consideration of current maintenance costs and future needs of the Association. For the purpose of this paragraph, no initial assessments shall be levied against lots owned by the Undersigned but when the Association shall establish a periodic assessment all lots shall be charged with such thereafter until and unless modified or terminated by the Association in conformity with its Articles and By-Laws. The initial \$100 assessment shall attach upon purchase of each lot from the Undersigned.
- d) The purpose of the Association shall be to maintain the common facilities of Cambridge Estates, including, but not limited to, street lights, streets, swimming pool, tennis courts and other activities and projects as may be voted by the majority vote of the Association.
- e) The lien for the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the property subject to assessment.

IN WITNESS WHEREOF, said SANDLANE INVESTMENT CO., an Oklahoma Corporation, has caused these presents to be executed and its corporate seal to be hereunto affixed by their corporate officers hereunto duly authorized this 7th day of April, 1978, at Tulsa, Oklahoma.

(CORP SEAL)
ATTEST: Raymond G. Feldman
Secretary

SANDLANE INVESTMENT CO.,
an Oklahoma Corporation
By: Ira E. Sanditen,
President

Acknowledged in statutory form on April 7, 1978 by Ira E. Sanditen, President, before Louise S. Bushnell, Notary Public, Tulsa County, Oklahoma. (Seal) Commission expires March 19, 1980.

CERTIFICATE OF SURVEY

We, ~~K. N. COX & ASSOCIATES, ENGINEERS of Tulsa Oklahoma~~, hereby certify that we have, at the instance of the OWNERS designated above made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 7th day of April, 1978.

(Seal)

K. N. COX & ASSOCIATES,
ENGINEERS
By Jack C. Cox
Registered Land Surveyor

Acknowledged in statutory form on April 7, 1978 by Jack C. Cox, before Louise S. Bushnell, Notary Public, Tulsa County, Oklahoma (Seal) Commission expires March 19, 1980.

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Oklahoma, hereby certify that according to the 1977 tax rolls the taxes on the above description are paid.

Ruby M. Roberts
County Treasurer
4-10-78

The Oklahoma State Department of Health certifies that this Plat is approved for the construction of Public sewage disposal systems

SIGNED Oscar W. Sparks R. P. S.
Wagoner County Health Department
By Richard L. Pace

Date 4-10-78