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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 December 21, 1977
at 3:40 p.m.

CERTIFICATE OF DEDICATION
FOR
"OAK CREEK SOUTH"

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WEIBLE ENTERPRISES INC., AN Oklahoma Corporation is the owner of the following described real property in Wagoner County State of Oklahoma, to-wit:

A subdivision of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ Section 18 T-18-N, R-15-E, Wagoner County, Oklahoma, being more particularly described as follows, to-wit: BEGINNING at the Southwest corner of the NE $\frac{1}{4}$ of said Section 18, Thence N 0 $^{\circ}$ 12'05"W for 1319.22 feet; thence N 60 $^{\circ}$ 33'23"E for 393.56 feet; thence Due East for 766.55 feet; thence Due South for 125.0 feet; thence Due East for 21.4 feet; thence along a curve to the left having a radius of 147.17 feet for 109.49 feet; thence S 42 $^{\circ}$ 37'36"E for 60.00 feet; thence S 47 $^{\circ}$ 02'24"W for 0.00 feet; thence along a curve to the right having a radius of 207.17 feet for 154.13 feet; thence Due South for 382.01 feet; thence S 85 $^{\circ}$ 20'55"E for 175.40 feet; thence S 42 $^{\circ}$ 37'36"E for 443.09 feet; thence N 47 $^{\circ}$ 22'24"E for 280.00 feet; thence S 42 $^{\circ}$ 37'36"E for 50.00 feet; thence S 47 $^{\circ}$ 22'24"W for 280.00 feet; thence S 42 $^{\circ}$ 37'36"E for 165.15 feet; thence S 3 $^{\circ}$ 30'11"W for 441.59 feet; thence S 89 $^{\circ}$ 54'40"W for 1723.03 feet to the point of beginning and containing 89.3865 acres more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks and streets, and have designated the same as "OAK CREEK SOUTH, an addition to the city of Broken Arrow, Wagoner County, State of Oklahoma.

NOW THEREFORE, THE UNDERSIGNED, WEIBLE ENTERPRISES, INC., an Oklahoma Corporation, does hereby dedicate for public use all of the streets as shown on said plat and does guarantee the title to all of the land covered by said streets, and for the purposes of providing an orderly development of the above real estate, and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title to the subdivisions of said land (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and create the following easements, which shall be binding upon it, its successors and assigns.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 15, of the year 2,000, at which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless by vote of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or its assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any property situated insaid development of the subdivision to prosecute at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

INVALIDATION of any one of these covenants by judgments or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. All plans and specifications must be submitted to the Developer or his duly authorized representative for written approval prior to the start of construction.
2. All lots in the addition shall be known and described as residential Lots, and as residential lots, no structure shall be erected, altered, placed or be permitted to remain on any lot which exceeds Two (2) stories in height, and all residences must have a private garage for not less than Two (2) cars attached to the residence. Any detached structure to be built on thelot such as storage buildings, covered entertainment areas, etc. shall conform to the basic styling of the dwelling thereon and the plans for such structures must be submitted to the Developer and receive written approval prior to the start of construction. Carport in addition to a Two (2) car garage will be permitted only with written approval of the Developer. RESERVE "A" will be used for park and recreation purposes only.
3. No building or part thereof, except open porches shall be constructed and maintained on any residential lot nearer to the front property line than the building lines shown on the attached plat of said addition, and no residence shall be built nearer than Five (5) feet to any side lot line, both sides shall total not less than Fifteen (15) feet.
4. No residence either previously used or new shall be moved on to any lot in this residential development.
5. Residential floor area requirements: All square footage requirements are exclusive of garages and porches and are figured on measurements over masonry of the living area.

- a) All residences constructed in this subdivision shall have a minimum of 1400 square feet of living area for One (1) story residences. For a Two (2) story or One and One-Half (1½) story residence, the minimum shall be 1200 square feet on the first story level.

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- b) The exterior of all structures erected on any lot shall be constructed of a minimum of 50% masonry, measurement for computing the 50% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of two (2) story or one and one-half (1½) story residences.
- c) All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundations will be exposed.
6. Roofs: Roofing material will be restricted to the following itemized materials, any other material shall be brought to the attention of the developer or his duly authorized representative and shall receive written approval prior to start of construction if it is found acceptable.
- a) Composition shingles, weight to exceed 235#. Colors are limited to Brown, Dark Gray, White and Solid Green.
 - b) Cedar Shingles.
 - c) Slate.
 - d) Built Up Roof (tar and gravel will be permitted on contemporary style residences.)
7. No metal shutters, siding or exterior trim shall be permitted on any residence in this addition. Ornamental Iron may be used to tastefully accentuate the architectural projection of the structure.
8. Fencing restricted to the following:
- a) Ornamental fences only, not exceeding Three (3) feet in height, compatible to the architecture constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be build forward of the building line as shown on the attached plat.
 - 9. 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.
10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
11. 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 signs used by a builder to advertise the property during the construction and sales period.

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12. No trailer shall be allowed within the addition, except that a contractor may use a trailer as a construction office only during the time of construction. No structure shall be used for residential purposes before final completion of said structure and complying with all restrictive covenants.

13. No lot will be used for the storage of materials for a period of greater than Thirty (30) days prior to the start of construction and then the construction shall be completed within Nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.

14. a) Overhead pole lines for the supply of electric service may be located along the Half Section line beginning at Lots 1 and 2, Block 13 and running South along the Half Section line thru Blocks 7 and 9 to the South boundary of said Addition and along the South boundary of the 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) 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 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.

c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all 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 facilities so installed by it.

d) The owner of each lot shall be responsible for the protection of the underground electric 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 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.

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- e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.
15. a. No trees shrubs or seedlings of any form shall be planted in the Drainage Easement, except certain grasses normally used for lawn purposes. No obstruction shall be placed or permitted to remain in any of the designated drainage easement that would hinder or restrict the free and voluntary flow of storm water from its intended passage way. Construction of fences in said easement will not be permitted.
- b. Maintenance of area shall be the responsibility of the lot owner, except that the City of Broken Arrow, Oklahoma, their employees or agents, at their discretion, have the right of ingress and egress to and upon said easement for the purpose of improving and maintaining the same. There will be no compensation to the owner for such actions.

16. The undersigned owner further dedicated to the public use forever the easements and rights of way as shown and designated on the plat for the several purposes of construction, maintaining, operating, repairing, replacing any and all public utilities including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and rights-of-ways for the uses and purposes aforesaid together with similar rights in each and all of the streets shown on said plat; PROVIDED, HOWEVER, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance operation, laying and relaying over, across and along all of the public streets, alleys and easements shown on said plat, and/or sewer services to the area included in said plat and to any other areas, and that NO vehicular ingress and egress shall be permitted over and across any property designated on the attached plat as "Limits Of No Access", however that the points may be released, changed or altered by a replat thereof.

WITNESS our hands and seal on this 20 day of December 1977, at Tulsa, Tulsa County, Oklahoma.

(CORP SEAL)

ATTEST:

Katherine Jane Weible
Secretary

WEIBLE ENTERPRISES, INC.,

AN Oklahoma Corporation

John E. Weible
President

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STATE OF OKLAHOMA
COUNTY OF TULSA SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of December, 1977, personally appeared JOHN E. WEIBLE and KATHERINE JANE WEIBLE, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument, 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 of said Corporation, for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.
(SEAL)
Charlotte E. Hiner
Notary Public
My Commission Expires:
February 27, 1978.

CERTIFICATE OF SURVEY

I, JOE E. DONELSON, a Registered Professional Engineer, and a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets and the real estate and premises dedicated as "OAK CREEK SOUTH", an addition in Wagoner County, State of Oklahoma, and that the attached plat is a true and correct representation of said survey showing the length, width and depth of all lots and blocks and names, width, boundaries and extensions of all streets.

WITNESS my hand and seals on this 19th day of DECEMBER 1977, at Tulsa, Tulsa County, State of Oklahoma.

J-B ENGINEERING CO.
Joe E. Donelson
Registered Pro. Engineer
(SEAL) Registered Land Surveyor
(Seal)

STATE OF OKLAHOMA
COUNTY OF TULSA SS

Before me, the undersigned, a Notary Public in and for said County and state, on this 19th day of DECEMBER 1977, personally appeared JOE E. DONELSON, to me known to be the identical person who subscribed his name to the foregoing instrument 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 J-B ENGINEERING CO., for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.
(SEAL)
Eugene Fleener
Notary Public
My Commission Expires
April 24, 1980.

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

Ruby M. Roberts,
County Treasurer
12-21-77