

The undersigned is the sole owner of all the lots in all the blocks in Adams Creek Estates Fifth Addition, an Addition in Wagoner County, State of Oklahoma, duly recorded in Plat Book Seven (7) at Page 24 and filed for record in the office of the County Clerk of Wagoner County, State of Oklahoma, on the 31st day of January, 1977, and as such owner hereby amends, the plat and deed of dedication and restrictive covenants of Adams Creek Estates 5th Addition to Wagoner County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That, ADAMS CREEK CORPORATION is the owner of the following described property, situated in Wagoner County, State of Oklahoma. A tract of land described as a part of the SE1/4 of Section (3), Township (18) North, Range (15) East, Wagoner County, Oklahoma, more particularly described as BEGINNING at a point 775 feet East and 74.75 feet North of the Southwest corner of the SE1/4, Thence North 490 feet, Thence West 275 feet, Thence North 450 feet, Thence East 165 feet, Thence North 80 feet, Thence East 135 feet, Thence on a Bearing line S-57° E. 206.60 feet, Thence on a Bearing line N-69° 31' E, 70.00 feet, Thence on a Bearing line S-15° 29' E, 175.70 feet, Thence on a Bearing line S-21° 49' E, 175.12 feet, Thence on a Bearing line S-25° 19' E, 206.50 feet, Thence on a Bearing line S-38° 39' E, 180.80 feet, Thence on a Bearing line N-83° 12' E. 76.00 feet, Thence on a Bearing line S-72° 55' E, 118.00 feet, Thence on a Bearing line S-32° 10' E, 290.20 feet, Thence West 867.90 feet, to the point of Beginning.

WHEREAS, The owner has caused the above described property to be surveyed, platted and staked into lots and streets in conformity with accompanying plat which they hereby adopt as the plat of the above described land as "ADAMS CREEK ESTATES 5TH", an addition to Wagoner County, State of 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, electric 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 OWNER hereby reserves 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

- Overhead pole lines for the supply of electric service may be located as necessary throughout 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.
- Underground service cables to all houses which may be located on all lots in said addition may run from the nearest service pedestals and transformers 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 definite, 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.
- The supplier of electric 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 underground electric facilities so installed by it.
- 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 lot.
- All permanent structures must be new construction.
- 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 stories in height and all residences must have a private garage for not less than two cars attached to the residence. Any detached structures to be built on homesites such as storage building, covered entertainment areas, etc, shall conform to the basic design and appearance of the dwelling thereon. Carports, in addition to a two-car garage will be permitted only if attached to the residence.
- The exterior of all structures erected on any homesite shall be constructed on a minimum of 50% stone or brick.
- 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.
- No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except dogs, cats, or other household pets which may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
- 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.
- No trailer, basement, tent, shack, garage, barn or other outbuilding type structures shall be moved onto any homesite in this residential development. No temporary structures will be permitted.
- No homesite will be used for the storage of materials for a period of greater than 30 days prior to the start of construction. All homesites shall be maintained in a neat and orderly condition at all times.
- No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than six feet.
- All entrances from streets shall have drain tile, size approved by developer or County Commissioner of Wagoner County.
- All individual sewer systems to be constructed according to County and State Health Department requirements.
- There will be no less than 1600 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
- All structures shall be located a minimum distance of 10 feet from any side lot line, and 25 feet from front lot line.

ADAMS CREEK CORPORATION

BY Wilton W. Works

WILTON W. WORKS, President

ATTEST:

BY George W. Underwood
GEORGE W. UNDERWOOD, Secretary

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 3rd day of March, 1977, personally appeared Wilton W. Works, to me known to be the 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.

My Commission Expires: 8-5-80

Mary L. Smith
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I Bill Cox, Jr., of Tulsa County, State of Oklahoma, and a Professional Surveyor, do hereby certify that I have made a survey of the above described property, to-wit:

Bill Cox Jr
BILL COX, JR. #625
Registered Land Surveyor

TREASURER CERTIFICATION

I, hereby certify that the 1976 and back taxes have been paid on the above described property.

WAGONER COUNTY TREASURER

*Endorsement of Co. Treasurer + Health Dept
on Orig. Plat filed in Book 7 Page 24
Jan. 1, 1977*

AMENDED PLAT OF
ADAMS CREEK ESTATES 5TH

Plat Book 7 Page 27
COUNTY OF OKLAHOMA
FILED FOR RECORD IN THE OFFICE OF THE
COUNTY CLERK AND NOTARIES
MAR 8 1977
BY Jack C. Korman County Clerk
Mary L. Smith Notary Public

