

# ALLISON ESTATES SECOND

Clear Book 6 Page 29

STATE OF OKLAHOMA  
COUNTY OF WAGONER  
Filed for Record in this Office of the  
COUNTY CLERK AND REGISTER

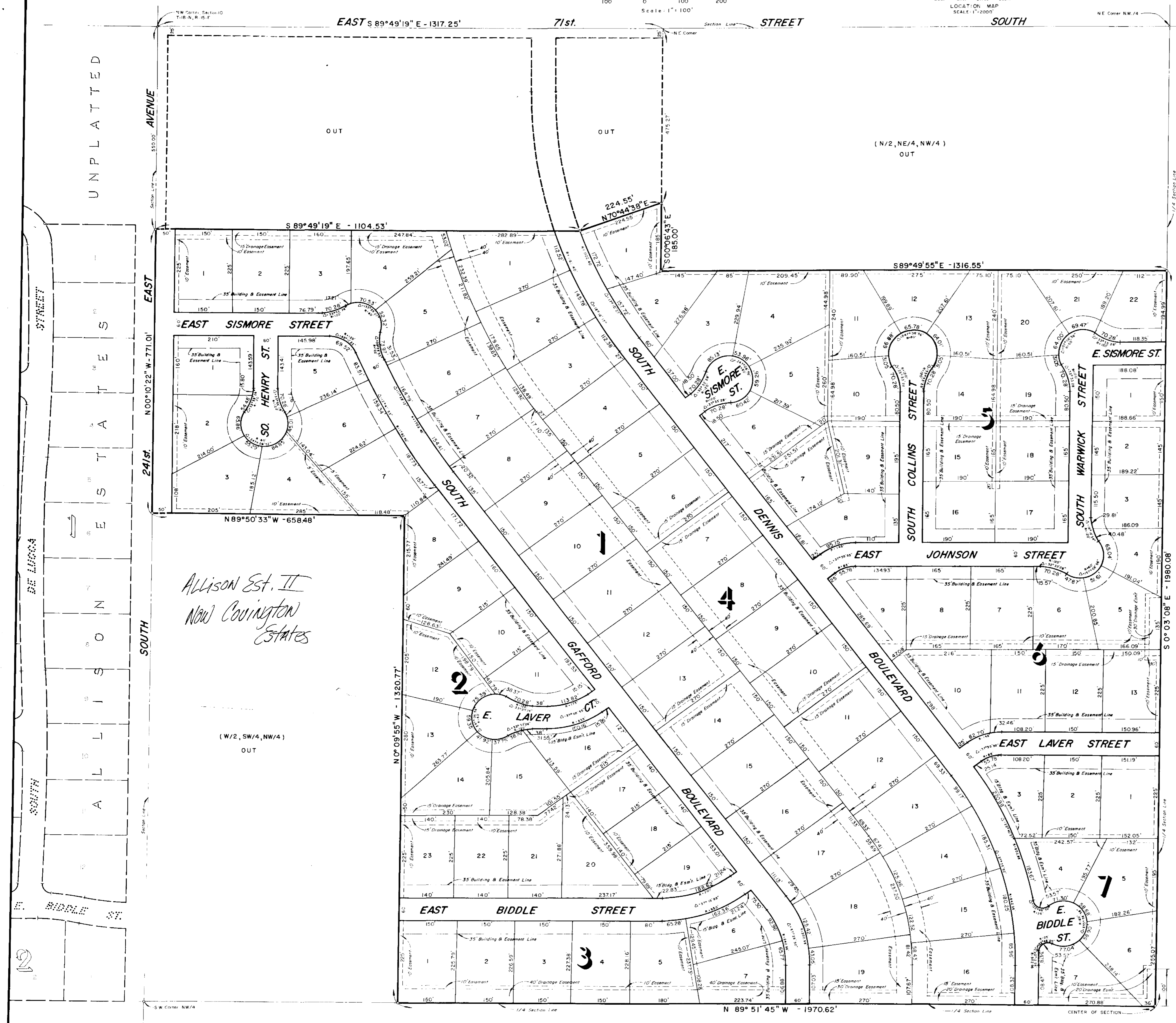
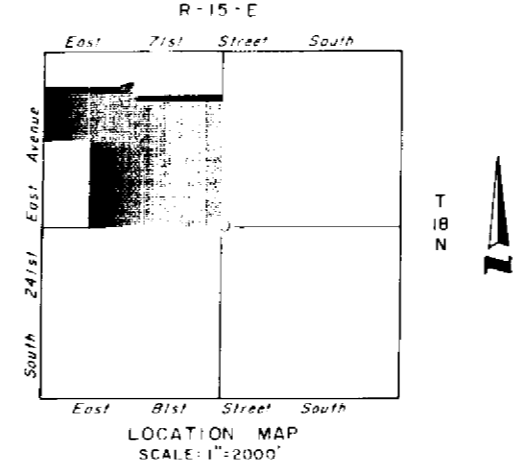
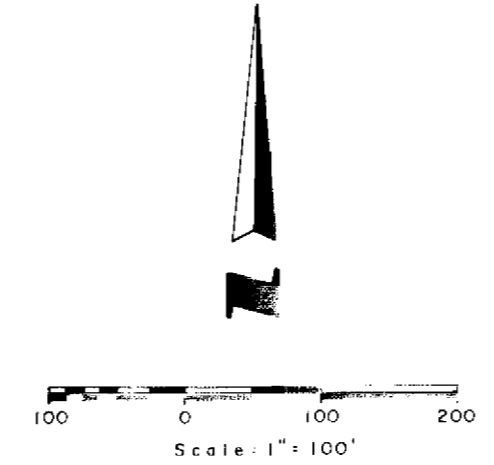
MAR 6 1974

AT 4:00 O'CLOCK  
JACK C. COX, County Clerk  
By *Michael Boyd*, Deputy

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 10, TOWNSHIP 18 NORTH,  
RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, STATE OF  
OKLAHOMA.

OWNER:  
SANDLANE INVESTMENT COMPANY  
3314 East 51st Street  
Tulsa, Oklahoma 74135  
TEL: 742-2417

ENGINEER:  
K. N. COX & ASSOCIATES  
324 Main Mall  
Suite 200  
Tulsa, Oklahoma 74103  
TEL: 583-7588



*Allison Est. II  
Now Covington  
Estates*

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land lying in the Northwest Quarter (NW/4) of Section 10, Township 18 North, Range 15 East of the Indian Base and Meridian, in Wagoner County, Oklahoma, according to the United States Government Survey thereof, more particularly described as follows:

Beginning at a point lying on the West line of said Northwest Quarter (NW/4) of Section 10, said point lying 550.00 feet South of the North East corner thereof; thence South 89°49'19" East and parallel to the North line of said Northwest Quarter (NW/4) a distance of 1104.53 feet to a point; thence North 70°48'28" East a distance of 224.55 feet to a point on the East line of the North Half (N/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4); thence South 00°03'03" East along said East line a distance of 182.00 feet to the Northwest corner of the South Half (S/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4); thence South 89°49'55" East along the North line thereof a distance of 1316.55 feet to the Northeast corner of said South Half (S/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4); thence South 00°03'03" East along the East line of said Northwest Quarter (NW/4) of Section 10 a distance of 1980.00 feet to the center of said Section 10; thence North 89°51'45" West along the South line of said Northwest Quarter (NW/4) of Section 10 a distance of 1970.00 feet to the Southwest corner of the East Half (E/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4); thence North 00°03'03" East along the West line thereof a distance of 658.88 feet to the Southeast corner of the West Half (W/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4); thence North 89°51'45" West along the South line thereof a distance of 658.88 feet to a point on the West line of said Northwest Quarter (NW/4) of Section 10; thence North 00°03'03" East along said West line a distance of 771.01 feet to the point of beginning, containing 103.192 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 "ALLISON ESTATES SECOND", an Addition in Wagoner County, Oklahoma.

AND, the undersigned OWNER hereby dedicates for the public use the streets shown on said plat, and does further dedicate for public use the easements 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 fixtures 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 laying 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 of 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 area.

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**

- The supply of electric and telephone service may be located underground in the easement was 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. Underground service cables 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 authorized 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 thereupon 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.
- 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, repairing, removing and replacing any and all public utility services, 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 of 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 area.
- 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, damage, or otherwise affect such facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
- The foregoing covenants shall be enforceable by the supplier of electric, or tele, service, and the owner of each lot agrees to be bound hereby.
- Overhead pole lines for the supply of electric and telephone service may be located along the easements as required. Street light poles standards may be served by underground cable and elsewhere throughout said Addition all supply lines may be located underground, in the easement ways reserved for general utility purposes and streets, shown on the attached plat.
- All plans and specifications shall 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.
- No residence previously used shall be moved on to any houses in this residential development.
- All homesites in the tract shall be constructed and designed as single family residential homesites. No structure shall be erected, altered, placed or permitted to remain on any homesite which exceeds, in height, and all residences must have a private garage not less than two cars attached to the residence. Any detached structures to be built on the homesite such as storage building, covered entertainment areas, etc. shall conform to the basic of the zoning thereon, and the plans for such structure must be submitted to the developer for approval prior to start of construction. Garages, 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 of a minimum of 65% 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 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; any homesite in this residential development. No temporary structures will be permitted.
- No homesite will be approved 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 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 title, 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 1500 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
- No building shall be erected nearer to the front property line than the building line shown on the plat.
- Prior to the construction of any residence, a drain tile of the proper size shall be installed in the roadway ditch at the drive location.

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 its corporate officers hereto duly authorized this 7th day of FEBRUARY, 1974 at Tulsa, Oklahoma.

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

ATTEST:  
*Raymond C. Fellman*  
RAYMOND C. FELLMAN, Secretary

STATE OF OKLAHOMA ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of February, 1974, personally appeared IRA E. SANDITEN, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President 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.

My Commission Expires: *February 12, 1974*

NOTARY PUBLIC

CERTIFICATE OF SURVEY

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNER 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 31st day of January, 1974

K. N. COX & ASSOCIATES, ENGINEERS  
By *Jack C. Cox*  
JACK C. COX, Registered Land Surveyor  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of January, 1974, personally appeared JACK C. COX, to me known to be the identical person who executed the within and 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 K. N. Cox & Associates for the uses and purposes therein set forth.

My Commission Expires: *September 12, 1974*

NOTARY PUBLIC

*I, James M. Lindsey, Wagoner County Treasurer, certify that the taxes are paid on the above description - 3-6-74*

*James M. Lindsey*  
Wagoner County Treasurer  
Wagoner, Oklahoma

The Oklahoma State Department of Health certifies that this plat is approved for the construction of 167 (Public or Individual) sewage disposal systems.

SIGNED *James M. Lindsey*, R. P. S. Date *3-6-74*  
*Wagoner* County Health Department

U N P L A T T E D