WAGONER COUNTY, OKLAHOMA
CAROLYN M KUSLER, COUNTY CLERK PLC4-378B
02/25/2005 #2005-2825
12:28:47PM B-1470 P-315

CLOSING PLAT
BLUE SPRINGS, BLOCK 5 & 6

REPLACES FINAL PLAT OF BLUE SPRINGS, LOCKS 5 & 6, IN
PLAT FILE. PLC___, PAGE ____ OF THE WAGONER COUNTY CLERK'S OFFICER

A PORTION OF THE SW/4 NE/4 & NW/4 SE/4 OF 24-18-15 , WAGONER COUNTY

JANUARY 9, 2004

OWNER

WAYNE ELLIOTT
4787 SOUTH BRADEN
TULSA OKLAHOMA 74135

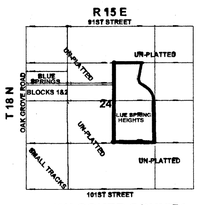
23 LOTS

ENGINEER

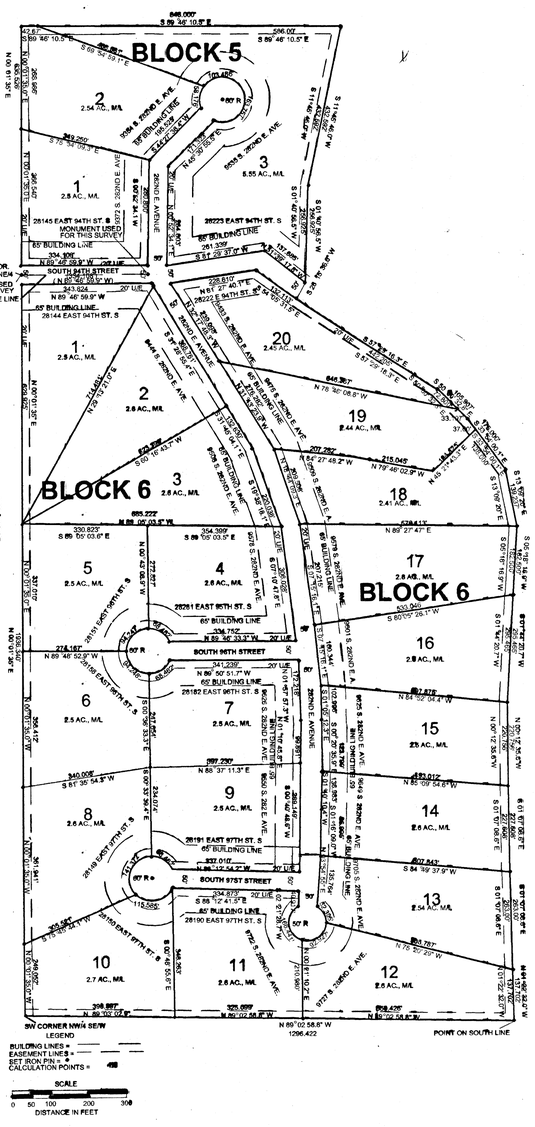
JOHN F. SHERIDAN
P. O. BOX 219
HASKELL, OKLAHOMA 74436

67 ACRES, MORE OR LESS

NORTH



WAGONER COUNTY



CLOSING PLAT OF BLUE SPRINGS, Blocks 5 & 6

Deed of Dedication
and
Restrictive Covenants

KNOWN ALL MEN BY THESE PRESENTS:

THAT Wayne Elliott is the OWNER of the following described situated in the County of Wagoner, State of Oklahoma described as;
Beginning at the NW corner of the SW/4 NE/4 of Section 24, Township 18 North, Range 15 East of the Indian Base and Meridian, County of Wagoner, State of Oklahoma; thence
S 89° 46' 10.5" E a distance of 846.000 feet, thence
S 11° 45' 46" W a distance of 432.592 feet, thence
S 01° 40' 56.5" W a distance of 256.925 feet, thence
S 28° 15' 36.6" W a distance of 50.000 feet, thence
S 72° 00' 33.3" E a distance of 246.888 feet, thence
S 64° 01' 26.5" E a distance of 116.577 feet, thence
S 16° 46' 59.9" E a distance of 115.271 feet, thence
S 50° 00' 32.8" E a distance of 105.907 feet, thence
S 33° 53' 44" E a distance of 175.000 feet, thence
S 13° 09' 20.0" E a distance of 139.237 feet, thence
S 05°18' 16.9" W a distance of 182.500 feet, thence
S 01°44' 20.7" W a distance of 295.465 feet, thence
S 00° 29' 34.9" W a distance of 223.800 feet, thence
S 01°07' 08.6" E a distance of 227.608 feet, thence
S 01° 07' 08.5" E a distance of 263.000 feet, thence
S 01° 22' 32" E a distance of 137.702 feet, thence
N 89° 02' 59.8" W a distance of 1296.422 feet, thence
N 00° 01' 35" E a distance of 2621.865 feet to the point of beginning, containing 67 acres, more or less.

COVENANTS

NOW, the undersigned Owner does hereby dedicate for public use all of the streets, easements and rights-of-way as shown on said plat and does hereby guarantee title to all of the land covered by said streets for the purpose of providing an orderly development of the above described tracts 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 Attracts). The undersigned does here impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns to-wit.

1. These Covenants and Restrictions are to run with the land and shall be binding upon all parties, their heirs, successors, and assigns claiming by, through and under them until the 1st day of August 2010, at which time said restrictions shall automatically be extended for successive periods of ten (10) years and can only be amended or changed in whole or part, by a majority of the then owners of said tracts.

2. If the owner or the assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning real estate situated on said tract to prosecute any proceedings at law or in equity against the party or persons or persons violating or attempting to violate such restrictions and either prevent him or them from doing or to recover damages or other dues for such violations. Invalidation of any one of the restrictions by judgment or court order shall in no way effect any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

3. All tracts shown on the attached Plat shall be for residential purposes only and only one home per tract shall be permitted. No structure shall be erected, altered, placed or permitted to remain on residential tract other than a single-family dwelling and a private garage for two (2) cars or more attached or detached. All residential building exterior walls shall have at least 70% masonry or stone, unless waived by the Architectural Review Committee. No exterior siding over 8 inches wide shall be used. Architectural Review Committee shall review and approve all floor plans, elevation, exterior paint color, and roofing material and color before any construction may begin. No dwelling shall be erected in which the living area of the main structure, excluding the garage, is less than 2100 square feet ground floor. Building structure shall be erected at least sixty-five (65) feet from the end of roadway, unless approved by the Architectural Committee. Only brick or stone mailboxes shall be installed with concrete address block. No more than two (2) access entrances to tracts shall be allowed from the public dedicated street adjacent to tract, with a minimum of a 15 inch culvert pipe or corrugate metal pipe with concrete headwalls or approved headwalls to minimize erosion and keep conformity for the subdivision. Owner of the tracts agree to be responsible for providing their builder a copy of these restrictions and see that builder complies with it. The Architectural Committee shall consist of Wayne Elliott or his heirs or assignees.

4. No noxious trade or offensive activity shall be carried on or upon said tracts, nor shall anything be done thereon which may become an annoyance or nuisance to other tract owners.

5. No structures of temporary charter, trailer, basement, tent, shack, garage, barn or other out buildings or previously used structures may be used on any tract as a residence, and shall not be contracted before main residence is constructed. No mobile home, new or used shall be moved onto property at any time. Storage buildings shall only be made of construction materials similar to materials used for the main house. No metal barns or sheds, lean-tos or galvanized pole barns are permitted. No storage buildings shall be constructed forward of the dwelling structure. No used material shall be used for the construction or storage buildings or residences.

6. No fencing higher than six (6) feet may be used on property. No barbed wire fencing shall be allowed.

7. No sign of any kind shall be displayed to the public view on any tract except the (1) professional sign of not more than two (2) foot square advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any dwelling structure.

9. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on or repaired on property. No non-operative vehicles shall be kept on property, other than inside storage.

10. No swine, fowl (other than tracts with ponds where water fowl may be permitted), ostriches, EMU's exotic animals or other commercial animal operations shall be permitted to be raised, bred or kept on this property except for dogs, cats and other household pets; provided that they are not kept, bred or maintained for commercial purposes and provided further, that the owners of any of the said tract may keep one (1) horse or one (1) cow. Shelters for said animals must conform with the architecture of the home or the aforementioned storage building restrictions.

11. All sewage disposal systems shall be constructed and equipped in accordance with the standards and recommendations of the Oklahoma Department of Environmental Quality.

12. Any utilities from roadway to structure on said tracts shall be placed underground. The supplier of any utility through the proper agents and employees shall at all times have right of access into all of such easement right-of-ways shown on the survey of said tracts. The owner of each tract 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 to interfere with said electric facilities

13. No business or trade may be conducted in or from any tract, except that an owner or occupant residing on said tract may conduct business within the tract so long as: (a) The existence or operation. Of the business activity is not apparent or detectable by sight, sound, or smell from outside of the tract and no sign indicating such business is placed on said tract: (b) the business activity conforms to all zoning requirements c) the business activity does not involve regular visitation of the tract by clients customers, suppliers or other business invitee or door-to-door solicitation of residents of said tracts; and (d) the business activity is consistent with the residential character of the area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Tracts. The term's business and a trade as used in this provision without limitations, any occupation. Work, or activity undertaken on an ongoing basis which involves the provisions of good or services to persons, other than the provider's family, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or 8 a license if required.

14. ROADWAYS AND UTILITY

a. The owner does hereby dedicate for the public use the roadway right-of-way and utility easements as depicted on the attached plat for the several purposes of constructing, maintaining, replacing, removing and replacing any and all public utilities including telephone lines, cable television, electric power lines and transformers, gas lines, water lines, paving and other services capable of being provided in BLUE SPRINGS, Blocks 5 & 6, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto provided, however that the Owner hereby reserves to itself, and to it's self have the right assigns the right-of-way provided any of the services set forth to use

herein, including, but not limited to the right-of-way to construct, maintain, operate of furnishing water to the area including within the Plat.- The owner herein imposes a restrictive covenant, which shall be binding on each tract owner and shall be enforceable by Wagoner County, Oklahoma and the supplier of any affected utility service, that within the utility easement depicted in the attached Plat, no building structures or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking area and landscaping that does not constitute an obstruction as aforesaid.

b. The owner of each tract shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to install or repair and underground water or sewer mains, electric, natural gas, communications or telephone service or other services now or later provided within any of the easement area depicted upon the accompanying plat. Provided however, that the County of Wagoner or the other supplier of the service shall use reasonable care in the performance of such activity.

15. GAS SERVICE

PROPANE GAS

a. Propane gas may be used within the subdivision. The supply tank will be located behind the residence with a screen prohibiting view of same.

NATURAL GAS
In the advent natural gas is provided to the subdivision by a Natural Gas provided the following applies.

a. The supplier of gas service shall at all times have the right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

b. The owner of each tract shall be responsible for the protection of the underground gas facilities located on hid tract, the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be provided. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the tract or his agent or con tractors.

c. The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and owner of each tract agrees to be bound.

ROADS WILL BE MAINTAINED BY WAGONER COUNTY

16 ELECTRIC SERVICE

a. Overhead poles lines or underground lines for the supply of electric service may be located along the easements indicated on the attached plat. Street light poles or standards may be served by underground cable. Elsewhere through said Addition, all supply lines shall be located underground in the easement dedicated 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 easements.

b. Underground service cables to all structures may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the tract. Provided that, upon installation of a service cable to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent of effective right-of-way easement on the tract, covering a five-foot strip extending 2.5 feet on each side of the service, extending from the service pedestal or transformer to the service entrance on the structure. This easement shall terminate when said service cable is no longer used by the supplier.

c. The supplier of electric, telephone, cable television, and other services through it's agents and employees shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

d. The owner of each tract shall be responsible for the protection of the underground electric; telephone and cable television located on his property, and shall prevent the alteration of grade or any construction activity, which may interfere with the electric, telephone, or cable television facilities. The supplier of the service shall be responsible for relocation of such facilities caused or necessitated by acts of the owner and his agents or contractors.

e. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of the electric, telephone or cable television service, and the owner of each tract agrees to be bound hereby.

17. WATER SERVICE,

a. All Waterlines shall be placed in a waterline/easement dedicated exclusively to Wagoner County Rural Water, Sewer, Solid Waste and Natural Gas District No. 4. (WCRWSSW&NGD#4).

b . The owner of each tract shall be responsible for the protection of the public water mains located on his tract.

c. Within utility easements depicted on the attached plat the alteration of grade in the

excess of three (3) from the contours existing upon completion of a public water main or any construction activity, which may interfere with a public water main, shall be prohibited.

d. That WCRWSSW&NGD#4, or it's successors shall be responsible for ordinary maintenance of public water mains, but the owner of the tract shall pay for damage or relocation of such facilities causes or necessitated by acts of the owner or his agents or contractors.

e. That WCRWSSW&NGD#4, or it's successors, shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purposes on installing, maintaining, removing, or replacing any portion of the water facilities owned by it.

f. The owner of each tract shall be responsible for their meter hook-up, water and membership fee charged at that time by WCRWSSW&NGD#4,

18. SURFACE DRAINAGE

a. The tract shall receive and drain, in an unobstructed manner, the storm and surface water waters from tracts and drainage areas of higher elevation and from public street and easement. No tract owner shall construct or permit to be constructed any fencing other obstructions which would impair the drainage of storm and surface waters over and across his tract. The foregoing covenants set forth in this paragraph shall be enforceable any effected tract owner and by the County of Wagoner, Oklahoma.

19. PAVING AND LANDSCAPING WITHIN EASEMENTS:

A. The owner of the tract affected shall be responsible for the repair or damage of the landscaping and paving within the utility easement which may result from necessary using or maintenance and installation of underground water, sanitary sewer, storm sewer, electrical, natural gas, communications or telephone facilities, and other services provided however, Wagoner County, Oklahoma. Or the supplier of the utility service shall use reasonable care in the performance of such activities.

20. PRIVATE SANITARY SEWAGE:

a. With this subdivision sewage is initially intended to be disposed of by individual septic tank disposal systems, or alternative disposal methods approved by the Oklahoma Department of Environmental Quality.

d. The septic system shall be installed and maintained in accordance with the approved plans

e. Subsequent to installation of the septic system, no drive, paving, swimming pool, lawn sprinkler system or building shall be constructed over the area of the tract containing the septic tank or aseptic system lateral lines.

f. Owner of tract shall be responsible for the expense of their individual septic system.

IN WITNESS WHEREOF, Declarant has executed this Declaration on of the 25th day 2nd, Month, 2005

STATE OF OKLAHOMA)

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED WAYNE ELLIOTT TO ME KNOWN TO BE THE IDENTICAL PERSONS THAT SUBSCRIBED HIS NAME TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY DID SO AS HIS OWN FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC Brenda Robertson Wayne Elliott Trustee
MY COMMISSION EXPIRES 9-9-06

BRENDA ROBERTSON NOTARY PUBLIC STATE OF OKLAHOMA WAGONER COUNTY COMM. 02015296 EXP. 09-09-2006

PROFESSIONAL SURVEYOR' CERTIFICATE

I, Joim F. Sheridan, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that this survey represents a survey made under my supervision , and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum standards for the Practice of land surveying as adopted by the Oklahoma State board of Registration for Professional engineers and Land Surveyors, and that survey complies with the requirements of title II section 41-108 of the Oklahoma State Statutes.

John F. Sheridan 1/20/05.

P. L. S. Number 345
John F. Sheridan
OKLS 345 expires 01/31/2005
CA 913 (PE/LS) expires 06/30/2005

JOHN FRANCIS SHERIDAN 345 OKLAHOMA

STATE OF OKLAHOMA)
COUNTY OF Wagoner)
Before me, the undersigned Notary Public in and for said County and State on this 22 day January 2005, personally appeared John F. Sheridan, to me know to be he identical person who executed the within and fore going instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the ay and year above written

My commission expires 3-5-07
#02001835

Notary Public- Linda C. Cooper

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I, hereby certify that the above noted sub-division, CLOSING PLAT of BLUE SPRINGS, Blocks 5 & 6 is approved for the use of Public water supply and for individual septic tanks.

date 2-8-05 By Nobel Bay
Oklahoma Environmental Specialist of the Department of Environmental Quality.

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, Brenda Robertson, Director of the Wagoner County Planning Commission do here now certify that the proposed sub-division of CLOSING PLAT of BLUE SPRINGS, Blocks 5 & 6 has been processed through the Wagoner County Planning Commission with approval for acceptance.

Brenda Robertson date 2-8-05
Brenda Robertson, Director Wagoner County Planning Commission.

CERTICATE OF THE WAGONER COUNTY BOARD OF COMMISSIONERS

I, Jim Hargrove, the Chairman of the Wagoner County of County Commissioners do here state the proposed sub-division, CLOSING PLAT of BLUE SPRINGS BLOCKS 5 & 6 has been approved by the Wagoner County board of County Commissioners.

Jim Hargrove
Jim Hargrove, Chairman Wagoner County board of County Commissioners

CERTIFICATE OF WAGONER COUNTY TREASURER

I, Gloria Marshall, do here now state that the taxes have been paid for the year 2004 and prior for the lands here in listed to be designated as the CLOSING PLAT of BLUE SPRINGS BLOCKS 5 & 6.

Gloria Marshall 2-8-05
Gloria Marshall, Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK

I, Carolyn Kusler, the County Clerk of Wagoner County do here now state the sub-division called CLOSING PLAT of BLUE SPRINGS BLOCKS 5 & 6 has been filed into Wagoner County Records.

Carolyn M Kusler
Carolyn Kusler, Wagoner County Clerk.

COUNTY CLERK SEAL 46 WAGONER COUNTY

LOT OWNERS
Block 5 Lot 1 & 6 [illegible] Mary Jo Smith
Block 5 Lot 2 Gary Anderson Mary K Anderson
Block 5 Lot 3 [illegible]
Block 5 Lot 13 [illegible]
Block 5 Lot 12 [illegible] Rose Sutton