

CREEK HOLLOW

AN ADDITION LOCATED IN A PART OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST, WAGONER COUNTY, OKLAHOMA.

OWNERS:
WILLIAM BRYAN HUGHES & PEGGY S. HUGHES
 RFD 2
 PHONE 483-3711
 PORTER, OKLAHOMA

ENGINEER:
LANSFORD ENGINEERING COMPANY
 1308 NORTH ELM PLACE
 PHONE 251-1537
 BROKEN ARROW, OKLAHOMA

Plat Book 6 Page 31

STATE OF OKLAHOMA
 COUNTY OF WAGONER
 FILED AND RECORDED IN THE OFFICE OF THE
 COUNTY CLERK AND RECORDED

JUN 14 1974

AT 3:30 O'CLOCK

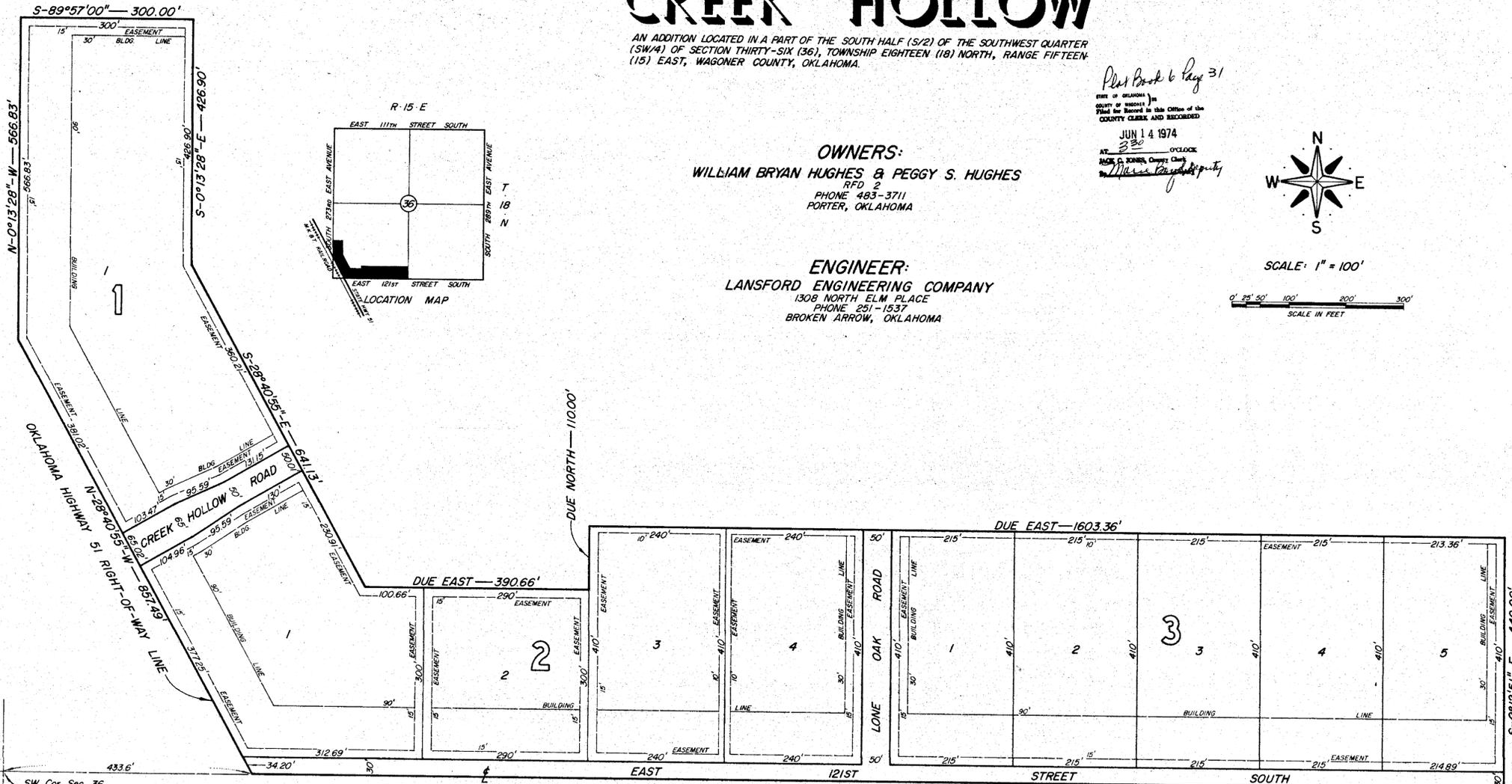
MARK G. KRAMER, County Clerk

By *Raymond E. Lansford*



SCALE: 1" = 100'

0' 25' 50' 100' 200' 300'
 SCALE IN FEET



CERTIFICATE OF DEDICATION FOR CREEK HOLLOW

KNOW ALL MEN BY THESE PRESENTS:

That William Bryan Hughes and Peggy S. Hughes are the owners of the following described real-estate in Wagoner County, Oklahoma, described as follows, to-wit:

Beginning at a point on the Easterly right-of-way line of Oklahoma Highway 51, 433.6 feet East of the Southwest corner of Section 36, T-18-N, R-15-E, Wagoner County, Oklahoma; Thence N 28°40'53" E along said R/W line a distance of 857.49 to a point 25 feet East of the West line of Section 36; Thence N 0°13'28" W, parallel to the West line a distance of 300.00 feet; Thence S 0°13'28" E a distance of 426.90 feet; Thence S 28°40'53" E a distance of 641.13 feet; Thence Due East 390.66 feet; Thence Due North 110.00 feet; Thence Due East 1603.36 feet; Thence S 0°12'51" E, parallel to and 15 feet from the East line of the SW/4 of Sec. 36, a dist. of 440.00 feet to the South line of Sec. 36; Thence Due West along the South line of Sec. 36 a dist. of 2191.28 feet to the point of beginning, containing 29.0 acres, more or less.

AND the above owners have caused the same to be surveyed, staked, and platted into tracts and streets in conformity to the attached plat and have caused the same to be named and designated as "CREEK HOLLOW", a subdivision, located in Wagoner County, Oklahoma, and do hereby dedicate all the streets shown upon said plat to public use.

FOR the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefits of said owners and the successors in title to the subdivisions of said tract, hereinafter referred to as Lots, said owners do hereby impose the following restrictions and reservations and create the following easements to which it shall be incumbent upon the successors and assigns to adhere to-wit:

- The following covenants, conditions, restrictions and reservations shall apply to all of the lots and blocks set forth in said plat, except Lot 1, Block 1, Lot 1, Block 2 and Lot 2, Block 2 which shall be reserved and only covenants 21, 22, and 23 will apply thereto.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after January 1, 1994, the then owners of a majority of all the lots in said subdivision may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said subdivision and duly filed for record in the office of the County Clerk of Wagoner County, Oklahoma.
- If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing and/or to secure damages for such violations.
- Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- Plans and specifications for residences, animal shelters and storage buildings must be submitted to the Developers or their duly authorized representative for written approval prior to the start of construction.
- Walks, driveways and patios must be shown on the plot accompanying house plans when submitted to the developer or their duly authorized representative prior to the start of construction.
- Duplication of plans will be permitted only when there is at least four lots between locations for such duplications. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two lots are between the locations.
- All lots in the tract shall be known and described as a single family residential lot and no more than one residence may be constructed thereon. 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 at least a two car private garage attached to the residence. Other attached or detached structures which may be added to any lot shall conform to the basic styling of the dwelling located thereon, except for animal shelters and storage buildings. Carports, in addition to a two car garage, will be permitted only if placed where they will not be between the residence and any street adjoining the property.
- No building or part thereof, except open porches, terraces, walks and driveways shall be constructed and maintained on any lot nearer to the front property line than the ninety (90) foot building line, nor nearer than thirty (30) feet to any side lotline.
- All animal shelters and storage buildings constructed on any lot shall not be nearer than thirty (30) feet to the rear or side of the lot. In no case may the same be constructed nearer than one hundred (100) feet to a residential structure already existing within said subdivision.
- No lot shall be subdivided into an area less than that shown on the recorded plat.
- No prefabricated or previously used residence shall be moved onto or erected on any lot in this residential development.
- Floor area requirements: All square footage requirements are exclusive of garages and porches and are figured on measurements over masonry of the living area. The residences shall have a minimum of 1400 square feet of living area for a one story residence. For one and one-half story or two story residences, a minimum of 1000 square feet will be required on the ground floor, with a minimum of 1600 total square feet on both floors.
- Except for animal shelters and storage buildings, all exposed foundations shall be of brick or stone and no concrete blocks, poured concrete or any other foundation will be exposed. The exterior of the residences erected on any lot shall be constructed of a minimum of 5% masonry. Measurements for computing the 5% 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 story or one and one-half story residences.
- Plans and a description of materials to be used in the construction of fences must be submitted to the developers or their duly authorized representatives for written approval prior to the start of construction.
- No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood.
- No animals, livestock or poultry of any kind shall be raised or kept on any lot except that not more than two (2) horses or not more than two (2) head of cattle, or not more than one (1) horse and one (1) cow may be kept on any one platted lot in the subdivision, and further, provided that dogs and cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

- Except for the developers signs, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent.
- No trailer, basement, tent or shack shall be erected or moved onto any lot in this residential development. No temporary structures will be permitted.
- No lot will be used for the storage of materials for a period 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.
- Overhead pole lines for the supply of electric service may be located along the south and east line of the subdivision and otherwise as necessary. Street light and security light poles or standards may be erected and may be served by underground cable, and elsewhere throughout said subdivision 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 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 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 or 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 pedestal or transformer to the service entrance on said house.
- The supplier of electric or 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 purposes of installing, maintaining, removing, or replacing any portion of said underground 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 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 service, and the owner of each lot agrees to be bound hereby.
- The undersigned owners further dedicate to the public for 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 telephone lines, electric power lines, transformers, gas lines, and water lines, together with all fittings, and equipment for each of such aforesaid, together with similar rights in each and all of the streets shown on said plat: PROVIDED, HOWEVER, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines and service 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 and easements shown on said plat, to any other areas.
- All supply of natural gas services, as well as water service shall be located underground in the easement-ways reserved for general utility services or street right-of-ways shown on the attached plat. Service meters, gas and water, that are not attached to the house structure, must be located in the easement-ways or streets.

WITNESS our hands on this 14th day of June, 1974, at Broken Arrow, Tulsa County, Oklahoma.

William Bryan Hughes
 William Bryan Hughes
 STATE OF OKLAHOMA
 COUNTY OF
Peggy S. Hughes
 Peggy S. Hughes
 STATE OF OKLAHOMA
 COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of June, 1974, personally appeared William Bryan Hughes and Peggy S. Hughes, to me known to be the identical persons who subscribed the name of the makers thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.
 My commission expires October 4, 1975.

Raymond E. Lansford
 NOTARY PUBLIC

CERTIFICATE OF SURVEY
 I, RAYMOND E. LANSFORD, the undersigned, a registered Professional Engineer and Registered Land Surveyor, hereby certify that I have carefully and accurately platted the above described tract of land, designated as "CREEK HOLLOW" and that the above plat is a true and correct representation thereof.

DATED this 14th day of June, 1974.
 STATE OF OKLAHOMA)
 COUNTY OF TULSA)
Raymond E. Lansford
 RAYMOND E. LANSFORD

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 14th day of June, 1974, personally appeared Raymond E. Lansford, to me known to be the identical person who subscribed the name of the maker hereof to the within and foregoing 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.
 WITNESS my hand and official seal the day and year last above written.
 My commission expires October 4, 1975.

Raymond E. Lansford
 NOTARY PUBLIC

I, Ray M. Delaney, Wagoner County, Oklahoma, certify that the above plat is a true and correct representation of the same.
Ray M. Delaney
 County Clerk
 6-14-74