

# EASTBOROUGH THIRD

AN ADDITION IN WAGONER COUNTY OKLAHOMA BEING A RE-SUBDIVISION OF LOTS 15-28 BLOCK 2, ALL OF BLOCK 4, AND LOTS 1-9 BLOCK 5, OF EASTBOROUGH ADDITION, THE N/2 NW/4, SECTION 20, T-19-N, R-15-E, WAGONER COUNTY, OKLAHOMA. CONTAINING 20.33 ACRES MORE OR LESS.

*Plat Book Page 38*  
 STATE OF OKLAHOMA  
 COUNTY OF WAGONER  
 Filed for Record in the Office of the  
 COUNTY CLERK AND RECORDED  
 SEP 22 1977  
 AT TULSA, OKLAHOMA  
 JACK C. JONES, County Clerk  
*Mustard*

## OWNERS CERTIFICATE OF DEED OF DEDICATION AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:  
 That, EASTBOROUGH DEVELOPMENT COMPANY, INC., being the owners of fee simple title in and to a certain tract of land known and described as:  
 A tract of land being a re-subdivision of lots 15-28 block 2, all of block 4, and lots 1-9, Block 5 of Eastborough Addition, in the N 1/2 NW 1/4, Section 20, Township 19 North, Range 15 East, Wagoner County, Oklahoma, containing 20.33 acres more or less and have caused the same to be surveyed, staked and platted into lots, blocks and streets, designating the same as Eastborough Third, and addition in Wagoner County, Oklahoma.

WHEREAS the above named owner being desirous of maintaining conformity to the improvements and providing protection for the future owners in the above named addition and further to provide the necessary streets and other conveniences, do hereby dedicate easements as shown on said plat, and impose the following restrictive covenants for the mutual benefits of themselves and their successors in title to all or any portion of said tract, hereinafter referred to as Lots, and to create easements as hereinafter described to which it shall be incumbent upon them or their successors to adhere and observe as follows, to wit:

- No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. The only exception shall be for commercial purposes, and Lot 27, Block 1, for recreational purposes.
- The first floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,200 square feet, or 1,400 square feet in the case of a two story dwelling.
- No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line.
- Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling same into a dwelling unit in this subdivision.
- No dwelling shall be erected or placed on any lot having a width or square foot area less than that shown on recorded plat.
- Exposed exterior wall area, exclusive of doors, windows, and gable area, shall be 50 percent masonry or masonry veneer. Masonry material shall be of quality and appearance equal or superior to the standard clay or shale common brick, color pigment Portland Cement Brick or quarried stone. Exterior wall materials, exclusive of the required masonry area, shall be of standard construction material selected and designed to add to the architectural appearance of the building.
- No fence shall be constructed or allowed to remain in front of the minimum building set-back line.
- Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or lots overnight and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 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.
- All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence, or other obstruction shall be placed in any easement.
- No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted upon any lot.
- 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.
- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended.
- No individual water supply system or sewerage disposal system shall be permitted on any lot.
- Overhead pole lines for the supply of electric service may be located along the North and West perimeters of 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. Except to houses on lots described in above paragraph, which may be served from overhead service lines, 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 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. 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 said 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 lots. The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
- For the purpose of providing for proper maintenance and improvements for the public areas within the addition, the Eastborough Homes Association is hereby formed. In order to provide the above maintenance and improvements and for the mutual benefit of themselves and their successors in title to the subdivision of this tract (herein referred to as lots), the undersigned does hereby give and grant to said Eastborough Homes Association the right to levy and collect such annual charge as said association may deem necessary to carry out its purpose in the manner, with the powers and subject to the limitations imposed by law, and that said right to levy and collect such annual charge shall be binding upon the undersigned, their successors and assigns, and shall be a covenant running with the land.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned owners further dedicate to the public use all easements and right-of-way as shown and designated on the accompanying plat for the purpose of construction, maintaining, operating, repairing or removing streets, sanitary sewers and other necessary facilities, telephone lines, electric lines, electric power lines, water lines, and drainage structures with right of ingress and egress into and upon said right-of-way for the uses and purposes aforesaid, so long as the foregoing easements are used for public use.

Dated this 8th day of Aug 1977

EASTBOROUGH DEVELOPMENT COMPANY, INC.  
*Ray S. Gibson*  
 President

ATTEST:  
*Kay Holland*  
 Secretary  
 STATE OF OKLAHOMA

COUNTY OF Tulsa  
 Before me, the undersigned, a Notary Public in and for said county and state on this 8 day of Aug 1977, personally appeared 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 for the uses and purposes therein set forth.  
 WITNESS my hand and seal this 8 day of Aug 1977.

*Robert E. Stan*  
 Notary Public

My commission expires 24 MAR 1980

SURVEYORS CERTIFICATE  
 I, Jack L. Spradling, a Registered Land Surveyor in the State of Oklahoma, do certify that I have platted into lots, blocks, and streets, Eastborough Third, an addition in Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

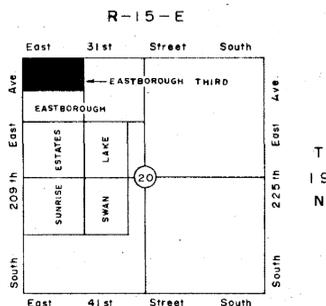
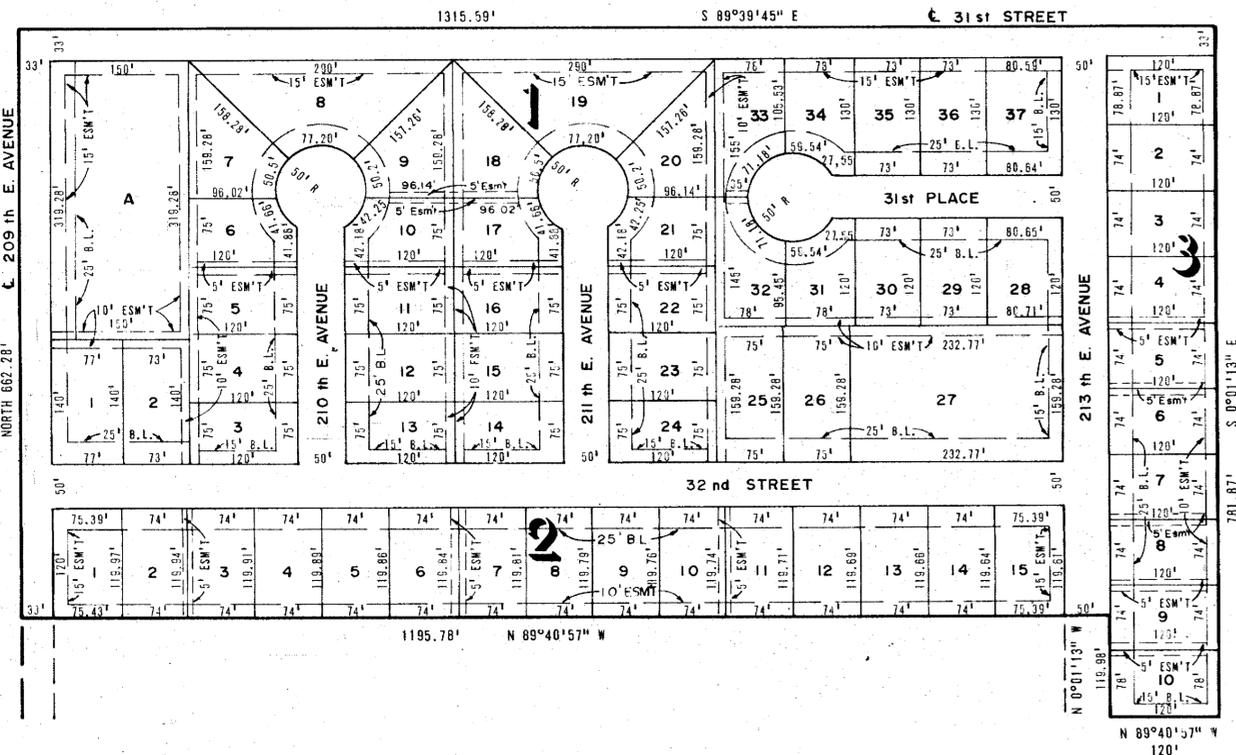
*Jack L. Spradling*  
 Jack L. Spradling, L.S. 481

STATE OF OKLAHOMA  
 COUNTY OF TULSA  
 Before me, the undersigned, a Notary Public in and for the said county and state on this 8 day of Aug 1977, personally appeared Jack L. Spradling, 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 for the uses and purposes therein set forth.  
 WITNESS my hand and seal this 8 day of Aug 1977.  
 My commission expires 24 MAR 1980

*Robert E. Stan*  
 Notary Public

9-22-77

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1976 tax rolls the taxes on the above description are paid.  
 Ruby M. Roberts, County Treasurer



LOCATION MAP  
 SCALE 1" = 2000'



SCALE  
 1" = 100'

Drawing No. 77006-1