ELMWOOD ESTATES 3rd

A SUBDIVISION A PART OF W.1/2, NW1/4, SECTION 30, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA

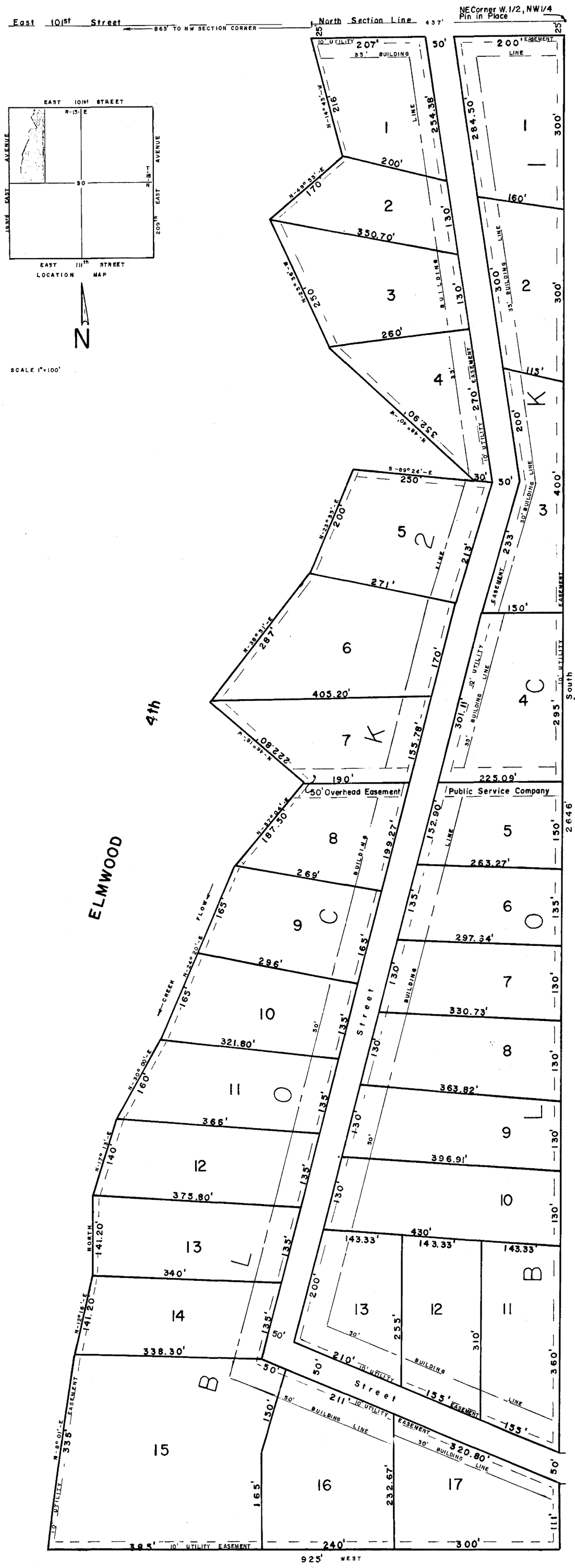
Plat Book 7 Page 11

STATE OF OKLAHOMA } SS
COUNTY OF WAGONER
Filed for Record in this Office of the COUNTY CLERK AND RECORDED

MAY 10 1976

AT 12:10 O'CLOCK

JACK C. JONES, County Clerk
By Marie Boyd, Deputy



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS THAT:

BARCUS DEVELOPMENT COMPANY- is the owner of the following described property to-wit: A Subdivision, a part of the West Half (½) of the Northwest Quarter (NW¼) of Section 30, T-18-N, R-15-E, Wagoner County, Oklahoma. More particularly described as: BEGINNING at a point on the North Section Line 863 feet East of the North-West Section corner, Thence East along the North Section Line 457 feet, Thence South a distance of 2646 feet, Thence West a distance of 925 feet, Thence N-8° 01' E, a distance of 335 feet, Thence N- 12° 16 ' E, a distance of 141.20 feet, Thence North a distance of 141.20 feet, Thence N- 17° 13' E, a distance of 140.00 feet, Thence N-30° 00' E, a distance of 160.00 feet, Thence N 24° 20' E, a distance of 330.00 feet, Thence N-37° 04' E, a distance of 187.50 feet, Thence N-46° 16' W, a distance of 222.80 feet, Thence N-38° 51' E, a distance of 287.00 feet, Thence N 23° 35' E, a distance of 200.00 feet, Thence S 89° 24' E, a distance of 220.00 feet, Thence N- 48° 40 ' W, a distance of 352.90 feet, Thence N-25° 36! W, a distance of 250.00 feet, Thence N-49° 53' E, a distance of 170.00 feet, Thence N-14° 45' W, a distance of 216.00 feet, Thence North a distance of 25.00 feet to the point of Beginning.

That the BARCUS DEVELOPMENT COMPANY OWNER of the above described property, have caused the same to be surveyed, staked, and platted into lots, streets, and utility easements, have caused the same to be named and designated as "ELMWOOD ESTATES 3RD" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the public use, whereever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated, and for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit to the successors in title, to the subdivisions of said tract, herein after referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS - Are to run with the land and shall be binding on parties and all persons claiming under them until May 10, 1996, at which time said covenants shall be automatically extended for successive period of ten years, unless by a vote of the majority of the owners of the lots, then it is agreed to change said covenants in whole or in part.

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 estate situated in said development or subdivision to prosecute any proceeding at law or in equity against the persons violating or attempting to violate any such covenant, and either to prvent him or them from doing so to recover damages or other dues for such violations. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions shall remain in full force and effect.

1. Each lot may be used for only on single family dwelling.

2. No building shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than fifteen (15) feet to any side lot line.

3. No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.

4. No noxious trade or activity shall be carried on, upon any lot, nor shall anything be done thereon which may become, any annoyance or a nuisance to the neighborhood. No part of the property described in said plat shall be used for the maintenance, care or housing or swine or poulty. No commerical business of any kind or nature shall be conducted on the described property.

5. Each tract shall be permitted to construct a small barn, not to exceed the heighth of the dwelling, and must be maintained and kept clean and orderly condition.

6. No trailer, basement, tent, shack, garage, barn, or other out-building erected in this tract shall at any time be used as a residence, either temperarily or permanently, nor shall any structure of a temporary nature or charter be used as a residence.

7. No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1400 square feet in area, and the exterior surface of all single family dwellings shall be at least forty (40%) masonry.

8. No structure previously used shall be moved onto any lot in this addition.

9. All individual sewage systems shall be constructed in such a Manner as to meet all requirements set out by the County and State Health Deptments concerned.

10. The undersigned OWNER Further dedicates to the public use forever the easements and right-of ways as shown designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, santary sewers, telephone line, electric lines and transformers, gas-lines, and water lines, together with the right of ingress and egress upon said easements and right-of-ways for the uses and purposes afore said, together with similar rights in each and every street shown on said plat. PROVIDED HOWEVER- that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all of the public streets shown in said plat, and over, across and along all strips of landincluded within the easement 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.

11. UNDERGROUND UTILITIES

(A) Overhead pole lines for the supply of electric service may be located along the South edge of the Addition. Street lights or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways 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.

(B) Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest services pedestal on 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 definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) 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.

(C) The supplies of electric and telephone services, through their proper agents and employees, shall at all times have right of access to all 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.

(D) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities location on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and telephone facilities. Repairs or cost or relocation required by violation on this covenant shall be paid by the owner of the lot.

(E) The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.

IN WITNESS WHEREOF we have caused these

TO BE EXECUTED THIS 10th DAY of May, 1976

Attest: Iva L. Haugh Asst Sec'y

Barcus Development Co.
By H. B. Johnson Pres

STATE OF OKLAHOMA)
COUNTY OF Wagoner)

Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma, on this day of May 10, 1976 personally appeared H. B. Johnson, Pres.

to me known to be the identical person or persons who subscribed the name of the maker thereof to the foregoing instrument and as its owner, acknowledge to me that he

executed the same as their free and voluntary act for the use and purposes therein set forth.

My Commission Expires Sept. 29, 1976

Margie Semore
Notary Public

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that I have, at the instance of the owners, designated above, made the described survey, and that the accompanying plat is a true and correct representation of said survey.

Bill Cox Jr.
Bill Cox Jr. #625
Registered Land Surveyor

STATE OF OKLAHOMA)
COUNTY OF Wagoner)

Before me, this undersigned, a Notary Public, in and for said County of Wagoner and the State of Oklahoma, on this day of May 10, 1976 personally appeared Bill Cox Jr, to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires Sept. 29, 1976

Margie Semore
Notary Public

The Oklahoma State Department of Health certifies that this plat is approved for the construction of 30 (public or individual) sewage disposal systems

SIGNED Ernest Allen R. P. S. Date 5-10-76
Wagoner County Health Department

I, Ruby M. Roberts, Wagoner County Treasurer, certify that according to the 1975 Ad Val. Taxes are paid on the above description
Ruby M. Roberts
Nancy Zackery, Deputy

Add Plat on Block 2