GREEN ACRES

A SUBDIVISION IN THE NW/4 OF SECTION 33
TOWNSHIP 17 NORTH, RANGE 16 EAST
WAGONER CO. OKLAHOMA

AMENDMENT A

Plat Book 6 Page 12

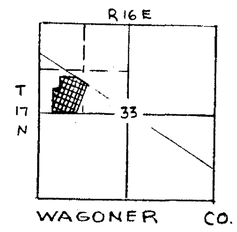
STATE OF OKLAHOMA }ss
COUNTY OF WAGONER }
Filed for record in the office of the County Clerk and recorded

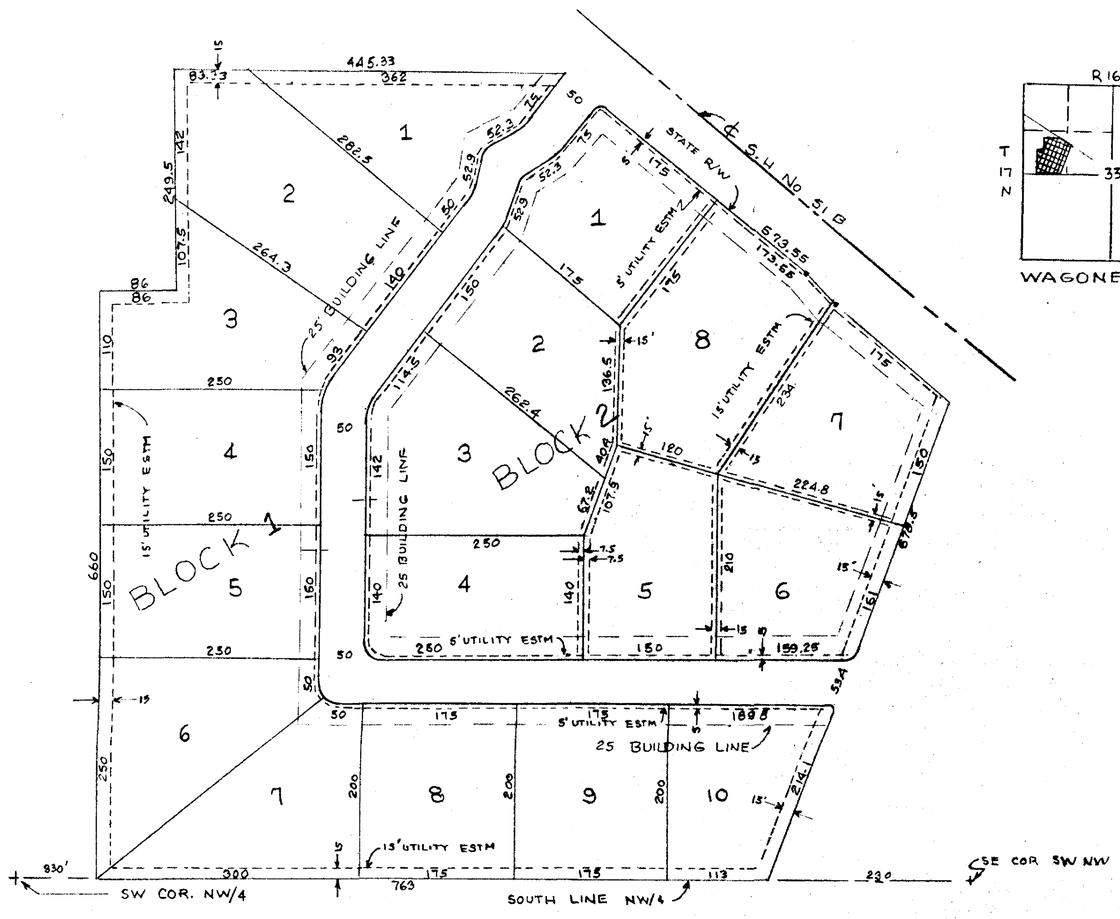
AUG 8 1973

at 10 30 o'clock

BETTY C. JONES, County Clerk

By Mary Boyd





CERTIFICATE OF DEDICATION & RESTRICTIVE COVENANTS

Known all men by these presents:

That DENNIS C. GENEVA AND GEORGIA N. GENEVA are the owners of the following described tract:

Beginning at a point on the South Line of NW/4 of Section 33, Township 17 North, Range 16 East, Wagoner County, Oklahoma; said point of Beginning being 330 feet East of the SW corner of NW/4 Thence N 0°03' W a distance of 660 feet, thence East 80 feet, thence N 0°03' W a distance of 249.5 feet, thence N 89°57' E a distance of 445.33 feet, thence Southeasterly along the Southwesterly Right-of-way Limit of State Highway 51B a distance of 573.55 feet, thence Southwesterly to a point on the South line of said NW/4 which point is 703 feet East of the point of beginning and also 230 feet West of the SE corner of SW NW, a distance of 578.5 feet, thence West 763 feet to the point of beginning, containing 10.0 acres, more or less

That the owners of the above described property, have caused the same to be surveyed, staked and platted into lots, streets and utilities easements and have caused the same to be named and designated as " GREEN ACRES " A subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the Public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear titile 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 development of the entire tract so do dedicate the following covenants. The restrictive covenants are for the benefit to the present owners and to the seccessors in title, and that the owners impose the following restrictions and create the following easements to which it shall be incumbered to our successors to adhere.

These sovenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 31, 1995, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots 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 proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any of the other provisions shall leave the remaining provisions in full force and effect.

1. Each lot may be used for only one single family dwelling.
2. No building or structure shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the above plat, and in any avent, no building shall be located nearer than five(5) feet to any side lot line.
3. No residence or structure shall be erected on any building plot which has an area less than that shown on the above plat. No lot may be subdivided. All homes shall be completed within six months.
4. No noxious trade or activity shall be carried on, upon any lot, nor shall anything be done thereon which may be, or may become an 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 of swine, poulty, cattle or horses. No commerical business of any kind or nature shall be conducted on the described.
5. No Mobile-home will be allowed on any lot at any time.
6. No trailer or basement, tent, shack, garage, barn or other out-building erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.
7. No dwelling shall be erected on any lot where the living area, exclusive of open porches and garages, is less than 1,400 square feet, and the exterior surface of all family dwellings shall be at least 45% stone or brick. Garages shall be 2-car.
8. No structure previously used shall be moved onto any lot in this addition.
9. n small out-building will be allowed, but construction must either be in conformity with dwelling architecture, or a unit built by a commerical firm for that purpose.
10. No dumping of any kind will be allowed on any lot of the above subdivision.
11. No lot shall be used as a storage yard or re-building area for salvage cars.
12. The undersigned Owner further dedicates to the Public use forever the easement and right-of-ways as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repaning, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, together with the right of ingress and egress upon said easements and the right-of-ways for the uses and purposes afore said, together with similar rights in each and every street shown on above plat. Said dedication to the public and utility includes electric lines and tranformers, gas lines and water lines. Provided also that the undersigned owners hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all of the public streets shown on the above plat, and over across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water or sewer service to the area included in above plat and to any other area.
13. All individual sewage systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Departments concerned
14. Underground Utilities (if applicable)
   (A) Overhead pole lines for the supply of electric service may be located along South and West lines of the addition. Street lights on standards may be served by underground cable and elsewhere throughout the said addition all supply lines shall be located underground, in the easements-ways, for the general utility services and streets, shown on the above plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be located in said easement-ways.
   (B) Underground services and calbes to all houses may be located on all lots in said addition and may be run from the nearest service pedestal on the transformer to the point of usage determined by the location and construction of such house as may be located upon each 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 lit, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the pedestal or transformer to the service entrance on said house.
   (C) The supplies of electric and telephone service, through their proper agents and employees, shall at all times have the 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 underground electric and telephone facilities located on his property and shall prevent the alternation of grade or any construction activity which interfere with said electric and telephone facilities. Repairs on cost of relocation required by violation of this covenant shall be paid by the owner of the lot.

In witness whereof, the Owners have caused these to be executed this 8th day of August 1973

Dennis C. Geneva
DENNIS C. GENEVA

Georgia N. Geneva
GEORGIA N. GENEVA

State of Oklahoma }
County of Wagoner }ss

Before me the undersigned, a Notary Public in and for the County of Wagoner, State of Oklahoma on this 8th day of August 1973 personally appeared DENNIS C. GENEVA AND GEORGIA N. GENEVA to me known to be the identical persons who subscribed the names for the makers thereof to the foregoing instrument and as its owner, acknowledged to me that they executed the same as their free and voluntary act for the use and purpose therein set fourth.

My comission expires April 16, 1977

Eleanor Jean Easley
Notary Public

I, John F. Sheridan, the duly elected Surveyor of the County of Wagoner, State of Oklahoma and a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my current knowledge.

John F. Sheridan
Wagoner County Surveyor

Wagoner County Treasurer Certification

I, hereby certify that the 1972 and back taxes have been paid on the above description.

Wagoner County Treasurer
Penny Zachary Dep.

I, JOHN F. SHERIDAN, a Registered Land Surveyor of the State of Oklahoma, hereby certify that I have surveyed, platted and subdivided the following described tract of land, to-wit:

Beginning at a point on the South Line of NW/4 of Section 33, Township 17 North, Range 16 East, Wagoner County, Oklahoma; said point of Beginning being 330 feet East of the SW corner of NW/4 Thence N 0°03' W a distance of 660 feet, thence East 80 feet, thence N 0°03' W a distance of 249.5 feet, thence N 89°57' E a distance of 445.33 feet, thence Southeasterly along the Southwesterly Right-of-way Limit of State Highway 51B a distance of 573.55 feet, thence Southwesterly to a point on the South line of said NW/4 which point is 703 feet East of the point of beginning and also 230 feet West of the SE corner of SW NW, a distance of 578.5 feet, thence West 763 feet to the point of beginning, containing 10.0 acres, more or less

I further certify that the attached plat of GREEN ACRES, a subdivision in Wagoner County, State of Oklahoma, is a true and correct survey plat of said subdivision as it was staked out on the ground by me and my duly authorized assistants during the month of July, 1973, that all angles, distances and dimensions are correctly shown thereon; that all lots, streets and alleys are staked out on the ground as shown on said plat; that all monuments are correctly shown thereon; that I have fully complied with the requirements of the Oklahoma Statutes governing surveys and plats of subdivisions.

Witness my hand and seal this 31st day of July, 1973.

JOHN F. SHERIDAN
Registered Land Surveyor
Oklahoma No. 1161

STATE OF OKLAHOMA }
COUNTY OF WAGONER }ss

Before me, the undersigned, a Notary Public in and for said County and State on this 31st day of July, 1973, personally appeared JOHN F. SHERIDAN 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.

Given under my hand and seal of office the day and year last above written.

My commission expires 3-27-74

Notary Public

(SEAL)

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