

MARLBOROUGH COUNTRY ESTATES

A Subdivision in Lot One and the NE/4, NW/4 of Section 30 Township 19 North Range 15 East Wagoner County, Oklahoma.

J-B ENGINEERING CO.
5927 E 31st ST. SO.
TULSA, OKLAHOMA 74135

Plat Book 7 Page 9
MAY 28 1976
AT 9 O'CLOCK
JAMES L. BEAUBIEN, County Clerk
By *Mary L. Smith* Deputy

CERTIFICATE OF DEDICATION
FOR
"MARLBOROUGH COUNTRY ESTATES"

OWNER
SUNRISE MEADOWS, INC.
1925 E 31st ST. SO.
TULSA, OKLAHOMA 74135

KNOW ALL MEN BY THESE PRESENTS:
That SUNRISE MEADOWS, INC., an Oklahoma Corporation, in the owner of the following described property in Wagoner County, State of Oklahoma, to-wit:

A tract of land situated in a part of Lot 1 and the NE 1/4 NW 1/4 of Section 30, Township 19 North, Range 15 East, Wagoner County, Oklahoma, being more particularly described as follows: BEGINNING at the Southeast Corner of said Lot 1 Section 30; Thence Due North and along the West line of said Lot 1 Section 30 for 450.00 feet; Thence N 89°58'04"E for 410.00 feet; Thence N 38°04'22"E for 717.29 feet; Thence N 0°01'56"W for 300.00 feet to a point on the North line of said Section 30; Thence N 89°55'48"E and along the North line of said Section 30 for 1740.75 feet to the Northeast Corner of the NE 1/4 NW 1/4; Thence S 0°01'56"E and along the East line of said NE 1/4 NW 1/4 for 1320.38 feet to the Southeast Corner of said NE 1/4 NW 1/4; Thence S 89°58'04"W and along the South line of said NE 1/4 NW 1/4 and the South line of said Lot 1 Section 30 for 2600.19 feet to the point of beginning, and containing 24.7001 acres more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked into lots and streets in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as "MARLBOROUGH COUNTRY ESTATES" in addition to Wagoner County, Oklahoma.

AND, the undersigned OWNER hereby dedicates for the public use the streets as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to and upon said easements for the uses and purposes aforesaid, together with similar rights in each and all the streets shown on said plat; PROVIDES, HOWEVER, that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all the public streets shown on said plat, and over, across and along all strips of land included with the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included on said plat.

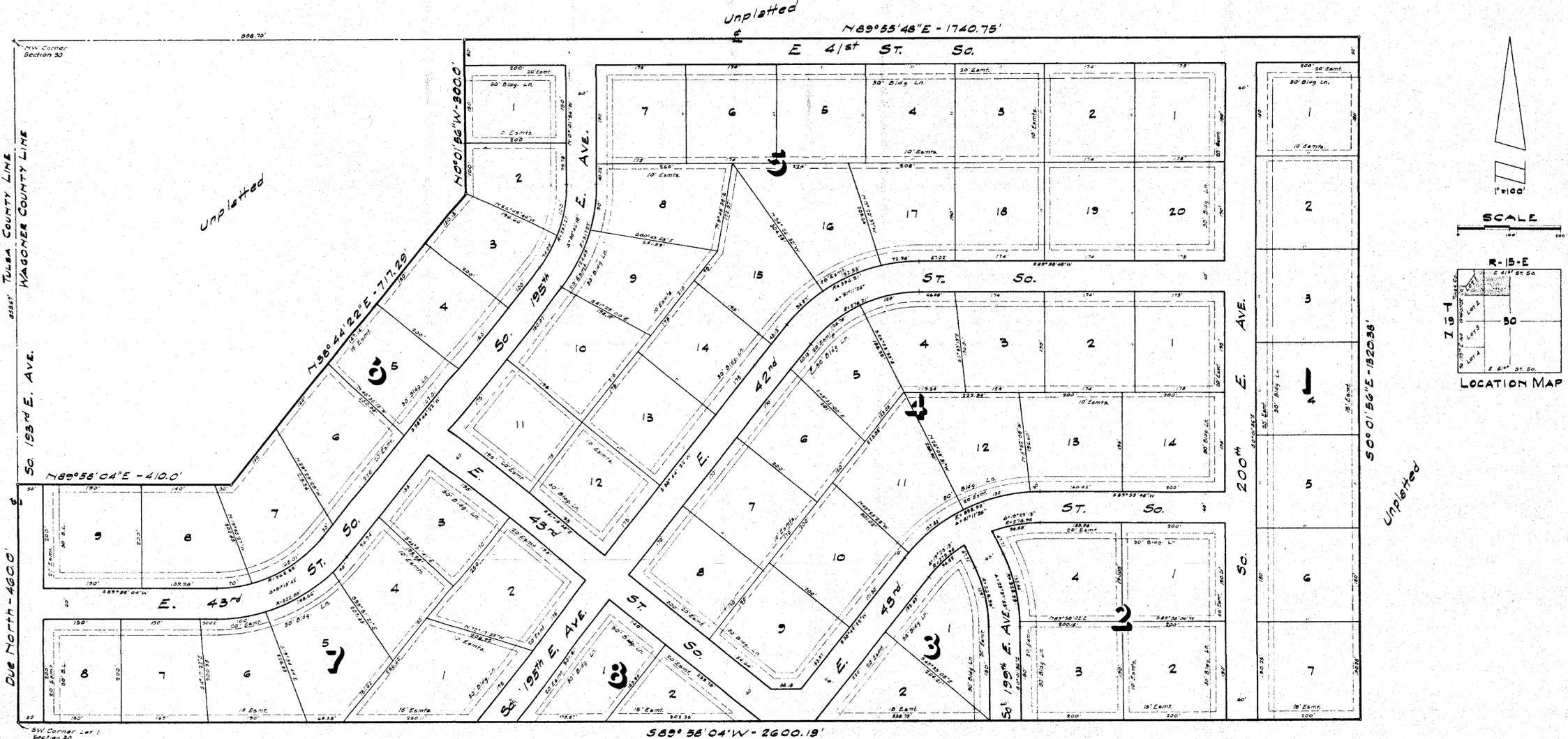
AND, the undersigned OWNER for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants for the mutual benefit of the undersigned OWNER, its successors and assigns, and the adjacent OWNERS abutting the tract, their successors and assigns, do hereby imposing the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

- PROTECTIVE COVENANTS AND RESTRICTIONS
- Overhead pole lines for the supply of electric service may be located along the North and West perimeters of the 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 paragraph (1) above, which may be served from overhead electric 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 the 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 (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 of 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 electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for the ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric services, and the owner of each lot agrees to be bound hereby.
 - All structures must be new construction.
 - All homesites in the tract shall be known and described as single family residential homesites. No structures shall be erected, altered, placed or permitted to remain on any homesite which exceeds in height and all residences must have a private garage for not less than two cars attached to the residence. Any detached structures to be built on the homesite such as storage buildings, covered entertainment areas, etc. shall conform to the basic design of the dwelling thereon. Carports in addition to a two car garage will be permitted only if attached to the residence.
 - The exterior walls of the structures erected on any homesite shall be constructed of a minimum of 50% stone or brick.
 - No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon that may become an annoyance or a nuisance to the neighborhood.
 - No animals, livestock, or poultry of any kind shall be raised, bred or kept on any homesite, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
 - 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.
 - No trailer, basement, tent, shack, metal storage building, garage, barn or other outbuilding type structure shall be moved onto any homesite in this residential development. No temporary structures will be permitted.
 - No homesite will be used for the storage of materials for a period of greater than 30 days prior to the start of construction. All homesites shall be maintained in a neat and orderly condition at all times.
 - No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than six feet.
 - All entrances from the street shall have drain tile, size approved by developer or County Commissioner of Wagoner County.
 - There will be no less than 1400 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
 - All structures shall be located a minimum distance of 15 feet from any side lot line.

WITNESS our hands and seal on this 24th day of MAY 1976.

ATTEST
James L. Beaubien
JAMES L. BEAUBIEN, Secretary
STATE OF OKLAHOMA } SS
COUNTY OF TULSA }
SUNRISE MEADOWS, INC., an Oklahoma Corporation
George W. Underwood
GEORGE W. UNDERWOOD, President

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May 1976, personally appeared GEORGE W. UNDERWOOD, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.
WITNESS my hand and seal on the day and year last above written.
My Commission Expires: 8/15/76
Mary L. Smith
MARY L. SMITH, Notary Public



CERTIFICATE OF SURVEY:
I, JOE E. DONELSON, a Registered Professional Engineer, and a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked the Lots and Blocks and the real estate and premises dedicated as "MARLBOROUGH COUNTRY ESTATES", an addition in Wagoner County, State of Oklahoma, and that the attached plat is a true and correct representation of said survey showing the length, width and depth of the lots, blocks, and the names, widths boundaries and extensions of all streets.
WITNESS my hand and seals on this 19th day of APRIL 1976, at Tulsa, Tulsa County, Oklahoma.

J-B ENGINEERING CO.
Joe E. Donelson
JOE E. DONELSON, Reg. Professional Engineer/Reg. Land Surveyor.
STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of APRIL 1976, personally appeared JOE E. DONELSON, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of J-B ENGINEERING CO., for the uses and purposes therein set forth.
WITNESS my hand and seal on the day and year last above written.
My Commission Expires: April 24, 1976
Joe E. Donelson
JOE E. DONELSON, Notary Public

CERTIFICATE OF COUNTY TREASURER:
I, *Paul M. Dill*, County Treasurer of Wagoner County, Oklahoma, do hereby certify that the 1976 taxes and all back taxes have been paid.
Dated this 28th day of May 1976.
COUNTY TREASURER, WAGONER COUNTY, OKLAHOMA.

CERTIFICATE OF COUNTY SANITARIAN:
I, *Ernest Allen*, County Sanitarian of Wagoner County, Oklahoma, do hereby certify that all lots on the attached plat meet the requirements of the Oklahoma State Department of Health with respect to lots which are served by municipal water and sanitary sewerage systems.
Dated this 21st day of May 1976.
COUNTY SANITARIAN, WAGONER COUNTY, OKLAHOMA.