FILE DATE: 09/28/1998 FILE TIME: 11:25
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK
BOOK: PLC4 PAGE: 337
REC #: 199811665 **

THE MEADOWS OF WINWOOD

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4)
AND
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) LESS AND EXCEPT THE NORTH 377.16 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 NE/4 NW/4) AND LESS AND EXCEPT THE WEST 198 FEET OF ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) LYING SOUTH OF THE NORTH 377.16 FEET THEREOF IN SECTION 14, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

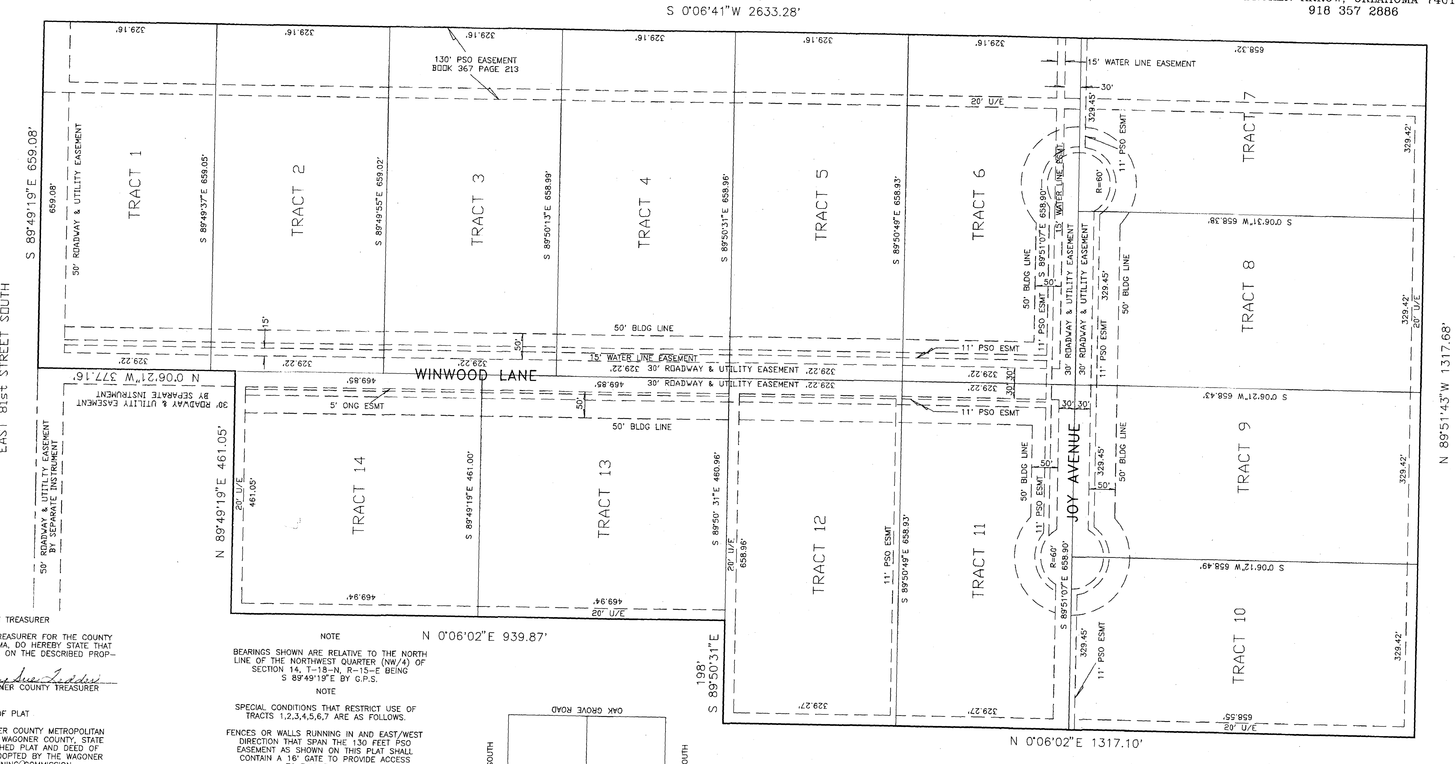
69.7057 ACRES

PLAT PREPARED BY

RAMSEY SURVEYING SERVICE
P.O. BOX 366 BIXBY, OKLAHOMA 74008
918 366 4520 FAX 918 366 4529
OKLAHOMA CERTIFICATE OF AUTHORIZATION # 2112

DEVELOPER

NORA GORDON
25900 EAST 81st STREET SOUTH
BROKEN ARROW, OKLAHOMA 74014
918 357 2886



FILE : MAW 7/19/98
REVISED 9/25/98

WAGONER COUNTY TREASURER

I, Mary Sue Fielder TREASURER FOR THE COUNTY OF WAGONER, STATE OF OKLAHOMA, DO HEREBY STATE THAT ALL BACK TAXES HAVE BEEN PAID ON THE DESCRIBED PROPERTY

DATE 9-28-98 Mary Sue Fielder
WAGONER COUNTY TREASURER

ACCEPTANCE OF PLAT

BE IT RESOLVED BY THE WAGONER COUNTY METROPOLITAN AREA PLANNING COMMISSION OF WAGONER COUNTY, STATE OF OKLAHOMA, THAT THE ATTACHED PLAT AND DEED OF DEDICATION IS ACCEPTED AND ADOPTED BY THE WAGONER METROPOLITAN AREA PLANNING COMMISSION.

DATE 9-28-98 Brenda Robertson, Clerk
WAGONER METROPOLITAN AREA PLANNING COMMISSION

WAGONER COUNTY COMMISSION

BE IT RESOLVED BY THE WAGONER COUNTY BOARD OF COUNTY COMMISSIONERS, WAGONER COUNTY, STATE OF OKLAHOMA, THAT THE ATTACHED PLAT IS APPROVED.

APPROVED BY THE WAGONER COUNTY BOARD OF COMMISSIONERS, WAGONER COUNTY, STATE OF OKLAHOMA

DATE 9-28-98 Allen Parks
CHAIRMAN

NOTE

BEARINGS SHOWN ARE RELATIVE TO THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 14, T-18-N, R-15-E BEING S 89°49'19"E BY G.P.S.

NOTE

SPECIAL CONDITIONS THAT RESTRICT USE OF TRACTS 1,2,3,4,5,6,7 ARE AS FOLLOWS.

FENCES OR WALLS RUNNING IN AND EAST/WEST DIRECTION THAT SPAN THE 130 FEET PSO EASEMENT AS SHOWN ON THIS PLAT SHALL CONTAIN A 16' GATE TO PROVIDE ACCESS TO THIS EASEMENT.

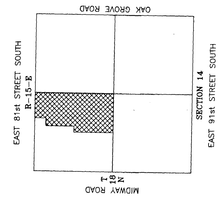
DEPARTMENT OF ENVIRONMENTAL QUALITY

I CERTIFY THAT I HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL DEVELOPMENT WHICH IS ON FILE AT THE WAGONER OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND HEREBY APPROVE THIS PLAT FOR THE USE OF PRIVATE SEWAGE SYSTEMS AND PRIVATE SEWAGE SYSTEMS FOR THE REASON THAT ALL LOTS ARE 2.5 ACRES OR GREATER.

DATE 9/28/98

SIGNED: Rick Austin
RICK AUSTIN
ENVIRONMENTAL SPECIALIST SUPERVISOR
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

APPROVED SEP 28 1998 DEPT OF ENVIRONMENTAL QUALITY



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THE MEADOWS OF WINWOOD

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT NORA J. GORDON, hereinafter referred to as the "Owner", is the owner of the following described real estate situated in Wagoner County, State of Oklahoma, to-wit:

The Southeast Quarter of the Northwest Quarter (SE/4 NW/4) and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) less and accept the North 377.16 feet of the West Half of the Northeast Quarter of the Northwest Quarter (W/2 NE/4 NW/4) and less and except the West 198 feet of all that part of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) lying South of the North 377.16 feet thereof in Section 14, Township 18 North, Range 15 East of the Indian Base Meridian, Wagoner County, State of Oklahoma. Containing 69.7057 acres more or less;

and has caused the above described land to be surveyed, staked, platted and subdivided into 14 tracts as shown on the attached plat and survey thereof, and has designated the subdivision as **"THE MEADOWS OF WINWOOD"**, a subdivision in Wagoner County, State of Oklahoma.

NOW, THEREFORE, the undersigned Owner does hereby dedicate for public use all of the streets, easements and rights of way as shown on said plat and does hereby guarantee title to all of the land covered by said streets for the purpose of providing an orderly development of the above described tracts and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title of the subdivision of said tract (hereinafter referred to as "tracts"), the undersigned does hereby impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns to-wit:

1. These Covenants and Restrictions are to run with the land and shall be binding on all parties, their heirs, successors, and assigns claiming by, through and under them until the 1st day of August, 2008, at which time said Restrictions shall automatically be extended for successive periods of ten (10) years and can only be amended or changed, in whole or part, by a majority of the then owners of said tracts.

2. If the owner hereof or their assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning real estate situated on said tracts to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate such restrictions and either prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of the restrictions by judgment or court order shall in no way effect any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

3. All tracts shown on the attached Plat" shall be used for residential purposes only and only one home per tract shall be permitted. No structure shall be erected, altered, placed or permitted to remain on any residential tract other than a single family dwelling and a private garage for (2) cars or more, attached or detached. All building exterior walls shall have at least 65% masonry or stone, unless waived by the Architectural Review Committee. No exterior siding over 8" wide shall be used. Architectural Review Committee per shall review and approve all floor plans, elevations, exterior paint colors and roofing material and color before any construction may begin. No dwelling shall be erected in which the living area of the main structure, excluding the garage, is less than 2,100 square feet. Building structure shall be erected at least 80 feet from centerline of roadway, unless approved by Architectural Committee. Only brick or stone mailboxes shall be installed with concrete address block. No more than two (2) access entrances to tracts shall be allowed from the public dedicated street adjacent to tract, with a minimum of a 24" culvert pipe or corrugated metal pipe with concrete headwalls or approved headwalls to minimize erosion and keep conformity for the subdivision. Owner of tracts agree to be responsible for providing their builder a copy of these restrictions and see that builder complies with same.

4. No noxious trade or offensive activity shall be carried on upon said tracts, nor shall anything be done thereon which may become an annoyance or nuisance to other tract owners.

5. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out buildings or previously used structure may be used on any tract as a residence, either temporarily or permanently. No storage or portable building shall be used as a residence and shall not be constructed before main residence is constructed before main residence is constructed. No mobile home, new or used shall be moved onto property at any time. Portable storage buildings such as a "Butler" or "Monroe" or other steel-type buildings are allowed on this property for storage purposes only and not as living structures. No lean-to's or galvanized pole barns are permitted. No storage buildings shall be constructed forward of the dwelling structure.

6. No fencing higher than 6 feet may be used on property. No barbed wire fencing shall be allowed across front of tract. Fences or walls running in an east/west direction, that span the 130 foot PSO easement located along the east perimeter of the attached plat, shall contain a 16 foot gate to provide access to this easement.

7. No sign of any kind shall be displayed to the public view on any tract except one (1) professional sign of not more than two foot square advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any dwelling structure.

8. These tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on or repaired on property. No non-operative vehicles shall be kept on property, other than inside storage.

10. No swine, fowl (other than tracts with ponds where water fowl may be permitted), ostriches, Emu's, exotic animals or other commercial animal operations shall be permitted to be raised, bred or kept on this property except for dogs, cats and other household pets, provided that they are not kept, bred or maintained for commercial purposes; and provided further, that the owners of any of the said tracts may keep one horse or one cow for each fifty thousand (50,000) square feet of property owned. Shelters for said animals must conform with the architecture of the home or the aforementioned storage building restrictions.

11. All sewage disposal systems shall be constructed and equipped in accordance with the standards and recommendations of the Oklahoma Department of Environmental Quality.

12. Any utilities from roadway to structures on said tracts shall be placed underground. The supplier of any utilities, through the proper agents and employees shall at all times have right of access to all of such easement right-of-ways shown on survey of said tracts. The owner of each tract 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 to interfere with said electric facilities.

13. No business or trade may be conducted in or from any tract, except that an owner or occupant residing on said tract may conduct business activities within the tract so long as: (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the tract and no sign indicating such business is placed on said tract; (b) the business activity conforms to all zoning requirements (c) the business activity does not involve regular visitation of the tract by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of said tracts; and (d) the business activity is consistent with the residential character of the area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the other residents of the Tracts. The terms "business" and "trade" as used in this provision shall be construed to have the ordinary, generally accepted meanings and shall include without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provisions of good or services to persons, other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) A license if required.

14. ROADWAY AND UTILITY EASEMENTS:

a. The owner does hereby dedicate for the public use the roadway right of way and utility easement as depicted on the attached plat for the several purposes of constructing, maintaining, replacing, removing and replacing any and all public utilities, including telephone lines, cable television, electric power lines and transforms, gas lines, water lines, paving, and other services capable of being provided in The Meadows of Windwood, together with all fitting and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any and other appurtenance thereto, with right of ingress and egress to the easements for the users and purposes aforesaid, provided, however that the owner hereby reserves to itself, and to it's assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water to the area including within the plat. The owner herein imposes a restrictive covenant, which shall be binding on each tract owner and shall be enforceable by Wagoner County, Oklahoma and the supplier of any affected utility service, that within the utility easement depicted in the attached plat, no building, structures or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking areas, and landscaping that does not constitute an obstruction as aforesaid.

15. GAS SERVICE:

a. The supplier of gas service shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

b. The owner of each tract shall be responsible for the protection of the underground gas facilities located on his tract, the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be prohibited. the supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the tract or his agent or contractors.

c. The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and owner of each tract agrees to be bound hereby.

16. ELECTRIC SERVICE:

a. Overhead pole lines or underground lines for the supply of electric service may be located along the easements indicated on attached plat. Street light poles or standards may be served by underground cable. Elsewhere throughout said Addition, all supply lines shall be located underground in the easement dedicated 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 easements.

b. Underground service cables to all structures which may be located within 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 structure as may be located upon the tract. Provided that, upon installation of a service cable to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the tract, covering a five-foot strip extending 2.5 feet on each side of the service, extending from the service pedestal or transformer to the service entrance on the structure. This easement shall terminate when said service cable is no longer in use by the supplier.

c. The supplier of electric, telephone, cable television, and other services, through it's agents and employees shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintain, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

d. The owner of each tract shall be responsible for the protection of the undergrountl electric, telephone and cable television facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone, or cable television facilities. The supplier of the service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

e. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of the electric, telephone or cable television service, and the owner of each tract agrees to be bound hereby.

17. WATER SERVICE:

a. The owner of each tract shall be responsible for the protection of the public water mains located on his tract.

b. Within utility easements depicted on the attached plat the alteration of grade in excess of three (3) feet from the contours existing upon completion of a public water main or any construction activity which may interfere with a public water main shall be prohibited.

c. The Rural Water District # 4 Water Department, hereinafter referred to as RWD#4, or it's successors shall be responsible for ordinary maintenance of public water mains, but the owner of the tract shall pay for damage or relocation of such facilities causes or necessitated by acts of the owner or his agents or contractors.

d. The RWD#4, or it's successors, shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the water facilities owned by it.

e. The foregoing covenants concerning the water facilities shall be enforceable by the RWD#4, or it's successors, and the owner of each tract agrees to be bound hereby.

f. The owner of each tract shall be responsible for their meter hook-up, water tap, and membership fee charged at that time by the RWD#4.

18. SURFACE DRAINAGE:

a. The tract shall receive and drain, in an unobstructed manner, the storm and surface waters from tracts and drainage areas of higher elevation and from public streets and easements. No tract owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his tract. The foregoing covenants set forth in this paragraph shall be enforceable by any affected tract owner and by the county of Wagoner, Oklahoma.

19. PAVING AND LANDSCAPING WITHIN EASEMENTS:

a. The owner of the tract affected shall be responsible for the repair or damage to landscaping and paving within the utility easements which may result from necessary use or maintenance and installation of underground water, sanitary sewer, storm sewer, electrical, natural gas, communications or telephone facilities, and other services provided, however, Wagoner County, Oklahoma, or the supplier of the utility service shall use reasonable care in the performance of such activities.

20. PRIVATE SANITARY SEWAGE:

a. Within this subdivision, sewage is initially intended to be disposed of by individual septic tank disposal systems, or alternative disposal methods approved by the Oklahoma Department of Environmental Quality.

b. The approval and release of the plat of this subdivision does not constitute a guaranty or warranty that each septic tank system will function properly.

c. No septic system shall be installed within any tract until the plans therefore have been submitted to and approved by the Oklahoma Department of Environmental Quality and a permit duly issued.

d. The septic system shall be installed and maintained in accordance with the approved plans.

e. Subsequent to installation of the septic system, no drive, paving, swimming pool, lawn sprinkler system, or building shall be constructed over the area of the tract containing the septic tank or septic system lateral lines.

f. Owner of tract shall be responsible for the expense of their individual septic system.

IN WITNESS WHEREOF, NORA J. GORDON, has executed this instrument on this 25 day of September, 1998

Nora J. Gordon
NORA J. GORDON

STATE OF OKLAHOMA)
)
COUNTY OF WAGONER)

Before me, the undersigned, a notary public in and for said county and state personally appeared Nora J. Gordon, to me known to be the identical person that affixed her signature to the above instrument for the use and purposes therein set forth, and further affirmed to me that she did so as her free and voluntary act and deed.

Witness my hand and seal the last day and date above mentioned.

Jack Ramsey
NOTARY PUBLIC

My Commission expires: Oct 25, 2001

CERTIFICATE OF SURVEY

I, JACK D. RAMSEY, A Registered Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the above described tract of land, and that the attached plat designed at **"THE MEADOWS OF WINWOOD"**, a subdivision in Wagoner County, State of Oklahoma, is a true and correct representation of a survey made on the ground and meet the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma state Board of Registration for Professional Engineers and Surveyors.

WITNESS my hand and seal this 25 day of September 1998

Jack Ramsey
JACK D. RAMSEY, P.L.S. 387

STATE OF OKLAHOMA)
)
COUNTY OF WAGONER)

Acknowledged before me the last day and date above mentioned by Jack D. Ramsey P.L.S. 387.

Jack Ramsey
NOTARY PUBLIC

My Commission expires: Oct 25, 2001