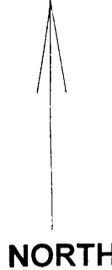
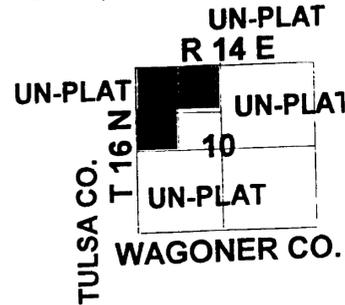


# NEW BIXBY ESTATES

A SUBDIVISION OF  
 W/2 NW/4 & NE/4 NW/4 OF SECTION 10, T16N, R14E, WAGONER COUNTY, OKLAHOMA



Known all men by these presents;  
 That BIXBY PROPERTY DEVELOPMENTS, LLC an Oklahoma Corporation, DBA, NEW BIXBY ESTATES, hereafter known as the "Grantor" is the owner of the following described property, to-wit:

The West half (W/2) Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) Northeast Quarter (NE/4) of Section 10, Township 16 North, Range 14 East of the 18th, Wagoner county, State of Oklahoma.

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 and do name same "NEW BIXBY ESTATES", and addition to Wagoner County, Oklahoma.

And, the undersigned Owner hereby dedicates for 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.

The streets as plated and dedicated as public streets, but it shall not be the responsibility of Wagoner County for maintenance. The sole responsibility of the maintenance of the streets shall be the "New Bixby Estates Home Owners Association".

The Owner also dedicate for utility use the utility easements as shown on said plat, and that these easements may be used for the construction, maintaining, operating, repairing, removing and replacing all utility services. The Owner also dedicates the use of the streets and utilities easements for use of telephone lines, electric power lines and all transformers, gas lines, and water lines together with all fittings and equipments for each such facility, including poles, wires, conduits, pipes, valves, meters and any other items thereto, with the right of ingress and egress upon said easements and all streets shown on said plat. Also the Owner hereby reserves the right of construction, maintaining and operation to lay and relay water and sewer lines within the right of ingress and egress for such construction, maintaining, operation, laying and relaying over across and along all public streets shown on said plat and over and across and along all strips of land included within the easements 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.

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, and for the mutual benefit of the undersigned Owner, its successors and assigns, and the adjacent tract owners, do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers...

Easements for the installation and maintenance of utilities are dedicated as shown on the recorded plat. With these easements, no structure shall be placed or permitted to remain which may damage or alter access to these easements. The drainage of the area shall remain as original. The owner of a lot's shall be responsible for the continue flowage of natural drainage waters.

Utility service may be either aerial or underground and at the discretion of the supplier. In the following paragraphs arise could be substituted for underground.

Underground service cables to all may homes may be located on all lots in the subdivision may be run from the nearest pedestal, transformer, or pole to the point of connection as determined by the location and construction of such homes as may be located upon each said lot. Provided that upon the installation of such cable to a particular building, the supplier of electric service, telephone, or cable television shall there after be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each 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 building.

The supplier of electric, telephone and television, through their proper agents and employees shall at all times have the right of access to all such easements ways shown on the plat, or provided for in this dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric, telephone or cable service so installed by it.

The owner of each lot shall be responsible for the protection of the underground electric, telephone and cable television facilities located on his/her property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone and cable television facilities. The utility companies will be responsible for ordinary maintenance of underground electric, telephone or cable television facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.

The foregoing covenants concerning underground electric, telephone and cable television facilities shall be unenforceable by the supplier of electric, telephone and cable television service, and the owner of each lot agrees to be bound thereby.

The minimum building set-backs shall be as follows: Front yard.....50 feet (50') Side yard.....15 feet (15') Rear yard.....25 feet (25')

## NEW BIXBY ESTATES COVENANTS AND RESTRICTIONS

- All of the lots located in New Bixby Estates shall be designated as residential.
- No lot in this addition shall be used for storage of wrecked, unlicensed or dismantled cars or trucks, or any type of junk items unless stored inside a building and kept out of sight.
- No inoperable or junk motor vehicles, boat trailers, shall be kept on lot. All operative boats, trailers, shall be kept to back of dwelling.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and/or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the disposal of such materials shall be kept in a clean and sanitary condition. Builder is responsible for cleanup of the lot within forty-five (45) days of completion of construction. Bar ditches shall not be used to burn trash and shall be kept free of dirt and debris.
- 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.
- Trucks or equipment parked on lots in this addition shall be limited to a number as not to create a neighborhood nuisance or become insightly, trucks or equipment are not to be parked on road right-of-way.
- Billboards prohibited: The construction of advertising boards and/or structures of any lot is prohibited, except the billboard advertising the sale or rental of such property and shall be permitted it does not exceed three (3) feet square in size.
- This property is restricted to single family dwelling only, containing not less than 840 square feet of living space for mobile homes and 1,000 square feet for stick build house.
- Any mobile home that is five (5) years old or older must be inspected and approved by New Bixby Estates, or the local Home Owners Association, prior to moving the home on to a lot in this addition.
- Manufactured home must be fully skirted with material of a color comparable with the home's exterior within 90 days.
- Modular or prefabricated homes are permitted providing they are set on a permanent foundation and completed in a neat professional like manner, modular or prefabricated homes must meet the same requirements as stick built homes must meet.
- Any construction to any residence (add-on, porches, etc.) shall be constructed in a neat professional like manner and must be completed in a timely basis. The construction of any outlying building (garages, barns, shed, etc.) must be completed in a timely manner. No temporary building shall be erected on any lot in the addition.
- No used homes, other than mobile homes, shall be moved upon any lots in this addition.
- All outbuildings must be neat in appearance and must be placed to the rear of the dwelling.
- No person(s) may reside on any lot not serviced by a sewage disposal system approved by Oklahoma Department of Environmental Quality.
- Any home abandoned or destroyed may be removed after a period of three (3) months by New Bixby Estates, or the Local Home Owners Association at the owners expense.
- No lot may be re-subdivided.
- Any purchaser of a lot through a contract for deed or an owner of a lot, both referred to as "owners" herein, with the exception of Declarant or its successors or assigns, shall install and maintain a gravel or paved driveway from the dedicated roadway to the dwelling and shall install a drainage culvert through the driveway adjacent to the dedicated roadway which meets or exceeds Wagoner County Specifications.
- If any lot owner or their heirs, personal representatives, successors, or assigns, shall violate, or attempt to violate any of these covenants or restrictions, it shall be lawful for Declarant or any owner of any of the lots in said subdivision to institute such proceeding in law or equity against the person or persons so violated said covenants or restriction to either restrain or enjoin the violation or to the recover damage for violation thereof.
- These covenants shall run with the land and shall be binding to all parties and all persons claiming under them for a period of forty (40) years from the date of these covenants are recorded, after which time said covenants automatically extend for consecutive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole and/or in part.
- Enforcement shall be proceeding at law or in equity against any persons violation or attempting to violate any covenant either to retain violation or recover damage.

BIXBY PROPERTY DEVELOPMENT, LLC,  
 DBA, NEW BIXBY ESTATES

*[Signature]*  
 CRAIG SILBERS, MANAGER

STATE OF OKLAHOMA  
 COUNTY OF TULSA

Before me a Notary Public in and for said county and State on this 27 day of FEBRUARY, 1997 personally appeared *[Signature]* CRAIG SILBERS, President of BIXBY PROPERTY DEVELOPMENT, LLC, an Oklahoma Corporation, DBA NEW BIXBY ESTATES, to me known to be the identical person who subscribed the name of the water that he executed the same as his free and voluntary act and deed for the use and purpose therein set forth.

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

*[Signature]*  
 Notary Public  
 My commission expires 2-2-98

### CERTIFICATE OF SURVEY:

1. John F. Sheridan, a Registered Professional Land Surveyor No. 345 in the State of Oklahoma on the 25 day of FEBRUARY, 1997, at Haskell, Oklahoma, do hereby certify that I have carefully surveyed, staked, subdivided and platted the tract of land described here and that the above plat, designated NEW BIXBY ESTATES, an addition to the County of Wagoner, State of Oklahoma, is a true and correct to the best of my current knowledge.

*[Signature]*  
 John F. Sheridan D. 16 316

STATE OF OKLAHOMA  
 COUNTY OF WAGONER

Before me, Notary Public in and for the said County and State on this 27 day of FEBRUARY, 1997, personally appeared John F. Sheridan known to me 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 purposes therein set forth.

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

*[Signature]*  
 Notary Public  
 My commission expires 2-2-98

### WAGONER COUNTY TREASURER:

*[Signature]* Treasurer for the County of Wagoner, State of Oklahoma do here state that all back taxes have been paid on the above described property.  
 Date: 2/27/1997  
*[Signature]*  
 Wagoner County Treasurer

### ACCEPTANCE OF PLAT

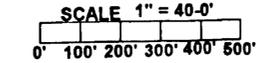
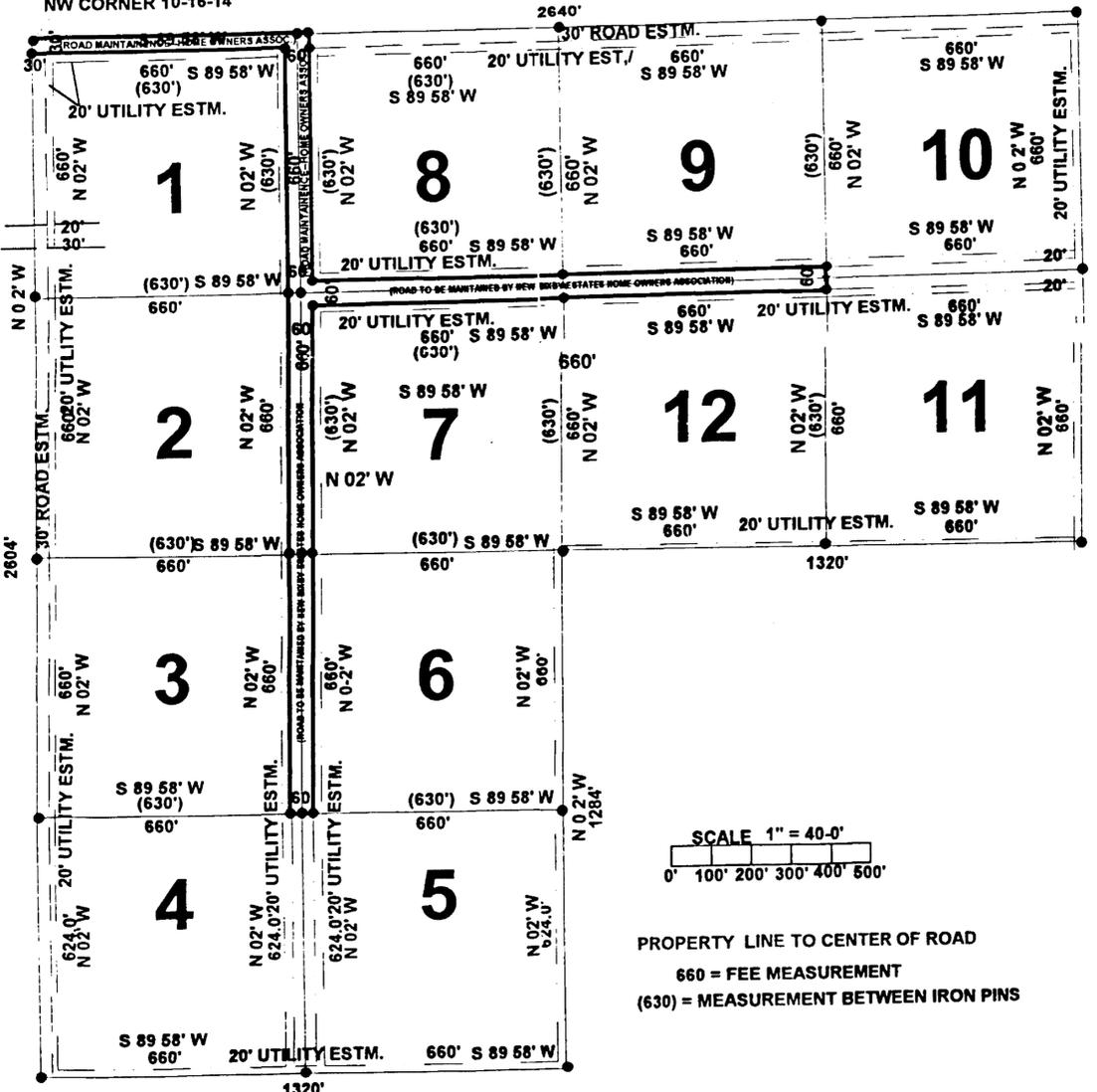
Be it resolved by the Wagoner County Planning Commission of Wagoner County, State of Oklahoma that the above shown is accepted.

Adopted by the Wagoner County Planning Commission  
 Approved by the Chairman of the Wagoner County Planning Commission of Wagoner county, State of Oklahoma  
 Date: \_\_\_\_\_  
 Chairman, Wagoner County Planning Commission

### WAGONER COUNTY COMMISSION

Be it resolved by the Wagoner County Board of County Commissioners, Wagoner County, State of Oklahoma that the above shown plat is approved.

Approved by the Wagoner County Board of Commissioner, Wagoner County, State of Oklahoma  
 Date: 2/26/1997  
*[Signature]*  
 Chairman, Wagoner County Board of County Commissioners



PROPERTY LINE TO CENTER OF ROAD  
 660 = FEE MEASUREMENT  
 (630) = MEASUREMENT BETWEEN IRON PINS