

# OAK CREEK SOUTH

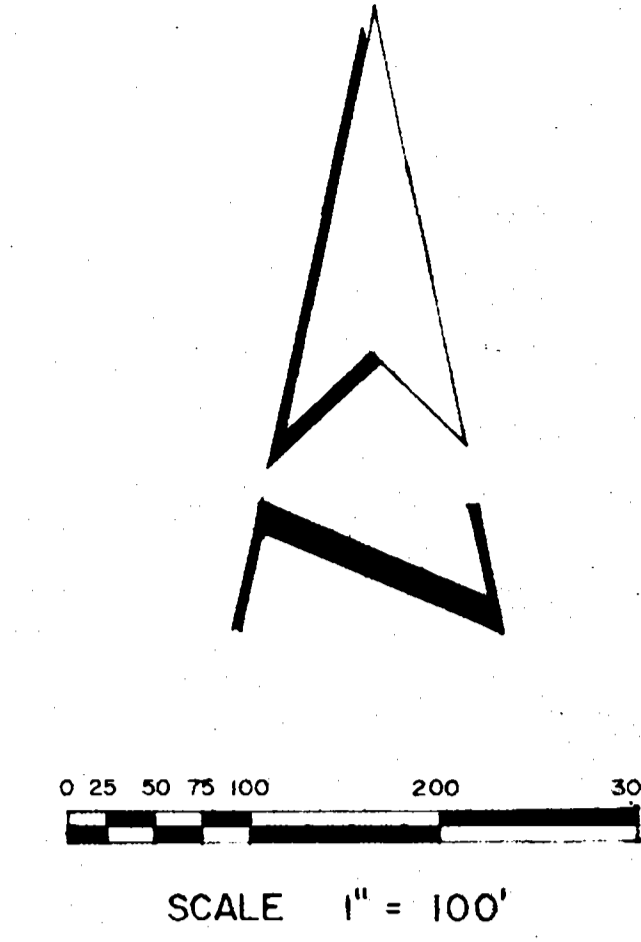
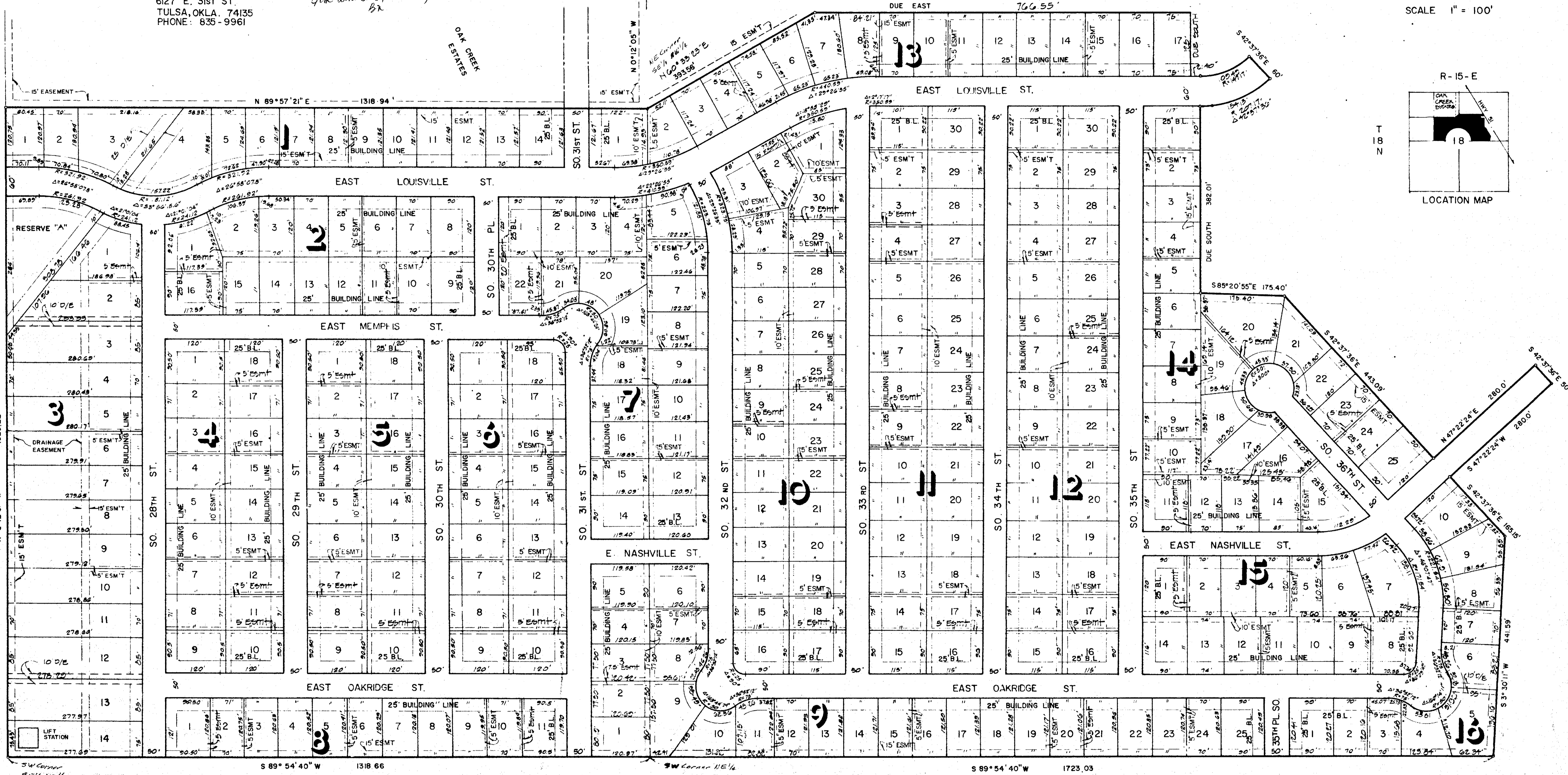
"OAK CREEK SOUTH"

AN ADDITION TO THE CITY OF BROKEN ARROW,  
WAGONER COUNTY, OKLA., A SUBDIVISION OF A  
PART OF THE SE 1/4 NW 1/4 AND THE  
NE 1/4, SECTION 18, T-18-N, R-15-E.

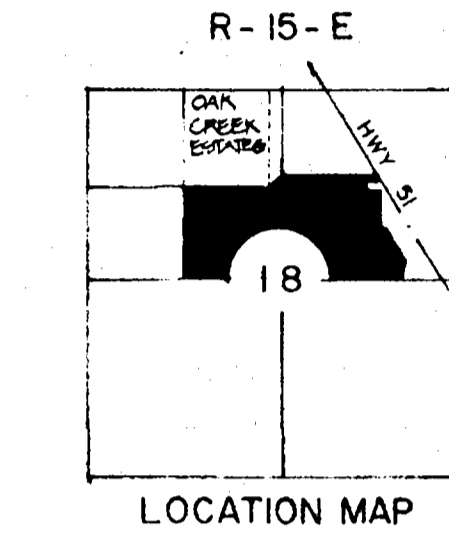
OWNER: WEIBLE ENTERPRISES INC.  
1510 SO. 67TH E. AVE.  
TULSA, OKLA. 74112  
PHONE: 251-2551

ENGR. J-B ENGINEERING CO.  
6127 E. 31ST ST.  
TULSA, OKLA. 74135  
PHONE: 835-9961

CERTIFICATE OF APPROVAL  
I HEREBY CERTIFY THAT THIS  
PLAT WAS APPROVED BY THE  
BROKEN ARROW PLANNING  
COMMISSION ON 8-15-77  
J. W. White, Secretary



SCALE 1" = 100'



KNOW ALL MEN BY THESE PRESENTS:  
WHEREAS, WEIBLE ENTERPRISES INC., AN Oklahoma Corporation is the owner of the following described real property in Wagoner County  
State of Oklahoma, to-wit:

A subdivision of the SE 1/4 of the NW 1/4 and a part of the NE 1/4, Section 18,  
T-18-N, R-15-E, Wagoner County, Oklahoma, being more particularly described  
as follows, to-wit: BEGINNING at the southwest corner of the NW 1/4 of said  
Section 18, Thence N 89° 54' 40" W for 1319.22 feet; thence N 89° 54' 40" E for  
313.26 feet; thence Due East for 766.53 feet; thence Due South for 153.0  
feet; thence the East for 21.4 feet; thence along a curve to the left having  
a radius of 109.27 feet for 109.27 feet; thence S 47° 22' 44" W for 50.00 feet;  
thence S 47° 22' 44" W for 0.00 feet; thence along a curve to the right having  
a radius of 207.17 feet for 154.13 feet; thence Due South for 389.01 feet;  
thence a private easement for 175.30 feet; thence S 47° 22' 44" W for 165.09 feet;  
thence N 47° 22' 44" E for 380.00 feet; thence S 47° 22' 44" E for 50.00 feet;  
thence S 47° 22' 44" W for 380.00 feet; thence S 47° 22' 44" E for 165.15 feet;  
thence S 47° 22' 44" W for 141.53 feet; thence S 89° 54' 40" W for 1723.03 feet  
to the point of beginning and containing 89.3865 acres more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks and streets, and have  
designated the same as "OAK CREEK SOUTH, an addition to the city of Broken Arrow, Wagoner County, State of Oklahoma.

NOW THEREFORE, THE UNDERSIGNED, WEIBLE ENTERPRISES, INC., an Oklahoma Corporation, does hereby dedicate for public use all of the  
streets as shown on said plat and does guarantee the title to all of the land covered by said streets, and for the purpose of  
providing an orderly development of the above real estate, and in order to provide adequate restrictive covenants for the mutual  
benefit of itself and its successors in title to the subdivisions of said land (hereinafter referred to as lots) the undersigned  
does hereby impose the following restrictions and reservations and create the following easements, which shall be binding upon  
it, its successors and assigns:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 15,  
of the year 2,000, at which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless  
by vote of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or its  
assigns, shall violate or attempt to violate any of the covenants herein, the undersigned shall have the right to sue for damages  
and to enforce the covenants hereon. Any party situated inside development of the subdivision to prosecute at law or in equity against the parties or person or persons  
violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages  
or other dues for such violation in addition to a two (2) car garage will be permitted only with written approval of the  
Developer. No other provisions which shall remain in full force and effect.

- All plans and specifications must be submitted to the Developer or his duly authorized representative for written approval prior to the start of construction.
- All lots in the addition shall be known and described as residential lots, and as residential lots, no structure shall be erected, altered, placed or be permitted to remain on any lot which exceeds Two (2) stories in height, and all residences shall be constructed of masonry or of brick or concrete block. All structures to be built on the lot such as storage buildings, covered entertainment areas, etc., shall conform to the basic styling of the dwelling thereon and the plans for such structures must be submitted to the Developer and receive written approval prior to the start of construction. No structure shall be used for residential purposes before final completion of said structure and all restrictive covenants.
- No building or part thereof, except open porches shall be constructed and maintained on any residential lot nearer to the front property line than the building lines shown on the attached plat of said addition, and no residence shall be built nearer than Five (5) feet to any side lot line, both sides shall total not less than Fifteen (15) feet.
- No residence either previously used or new shall be moved on to any lot in this residential development.
- Residential floor area requirements: All square footage requirements are exclusive of garages and porches and are figured on measurements over majority of the living area.
  - All residences constructed in this subdivision shall have a minimum of 1400 square feet of living area for One (1) story residences Two (2) story One and One-Half (1 1/2) story residences, the minimum shall be 1200 square feet on the first story level.
  - The exterior of all structures erected on any lot shall be constructed of a minimum of 40% masonry. Measurement for computing the 50% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of Two (2) story or One and One-Half (1 1/2) story residences.
  - All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundations will be exposed.
- Roofs: Roofing material will be restricted to the following itemized materials, any other material shall be brought to the attention of the developer or his duly authorized representative and shall receive written approval prior to start of construction if it is found acceptable.
  - Composition shingles, weight to exceed 235#. Colors are limited to black, brown, Dark Gray, White and solid green.
  - Cedar Shingles.
  - Slate.
  - Built Up Roof (tar and gravel will be permitted on contemporary style residences.)
- No metal shutters, siding or exterior trim shall be permitted on any residence in this addition. Ornamental iron may be used to tastefully accentuate the architectural projection of the structure.
- Fencing restricted to the following:
  - Ornamental fences only, not exceeding Three (3) feet in height, compatible to the architecture, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building line as shown on the attached plat.
  - No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or may become an annoyance to the neighborhood.
- No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that 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, any 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 shall be allowed within the addition, except that a contractor may use a trailer as a construction office during the time of construction. No structure shall be used for residential purposes before final completion of said structure and all restrictive covenants.
- No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and when the construction of materials shall be completed within Nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
  - Overhead pole lines for the supply of electric service may be located along the Half Section line beginning at lots 1 and 2, Block 1 and running South along the Half Section line thru Blocks 7 and 9 to the South boundary of said Addition and along the South boundary 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 easements reserved for general utility services and streets, shown on the attached plat. Sewer, gas, water, and transformer, as sources of utility or secondary voltage may be located in said easement.
  - 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 use 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 definite, permanent, effective and exclusive right-of-way easement on said 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 house.
  - The supplier of electric service, through its 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.
  - 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 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 service and the owner of each lot agrees to be bound hereby.

CERTIFICATE OF SURVEY  
I, JOE E. WELLS, 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 into lots, blocks and streets and the real estate and premises dedicated as "OAK CREEK SOUTH, an addition to the city of Broken Arrow, Wagoner County, State of Oklahoma, and that the attached plat is a true and correct representation of said survey showing the length, width and both of all lots and blocks and ranges, with boundaries and extensions of all streets.

STATE OF OKLAHOMA  
COUNTY OF TULSA  
I, JOE E. WELLS, a Notary Public in and for said County and State, on this 19th day of December 1977, personally appeared JOE E. WELLS, 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 WEIBLE ENTERPRISES, INC., for the uses and purposes therein set forth.

I, the undersigned, the duly qualified and active County Treasurer of Wagoner County, Oklahoma, do hereby certify that on this 19th day of December 1977, I have received from the owner of the above described land the taxes on the same as provided by law.

16. The undersigned owner further dedicated to the public use forever the easements and rights of way as shown and designated on the plat for the several purposes of construction, maintaining, operating, repairing, replacing any and all public utilities including the storm and sanitary sewers, telephone lines, electric power lines and gas lines, water lines, together with all fixtures and equipment for each of such facilities and any other appurtenant easements, with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid together with similar rights of ingress and egress to and upon said easements and rights-of-way. The undersigned hereby reserves the right to construct, maintain, operate, lay and relay water lines and power lines together with other lines and appurtenant easements shown on said plat, and/or sewer services to the area included in said plat and to any other areas, and that no ventricular ingress and egress shall be permitted over any property designated on the attached plat as "Limits of No Access", however that the points may be released, changed or altered by a replat thereof.

WITNESS our hands and seal on this 20 day of December 1977, at Tulsa, Tulsa County, Oklahoma.  
ATTEST: (seal) WEIBLE ENTERPRISES, INC., an Oklahoma Corporation  
J. W. White, Secretary  
JOE E. WELLS, Notary Public

STATE OF OKLAHOMA  
COUNTY OF TULSA  
I, the undersigned, a Notary Public in and for said County and State, on this 20th day of December 1977, personally appeared JOE E. WELLS and CAROLINE JANE WELLS, to me known to be the identical persons who subscribed the same to the foregoing instrument, and acknowledged to me that they executed the same as their 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.