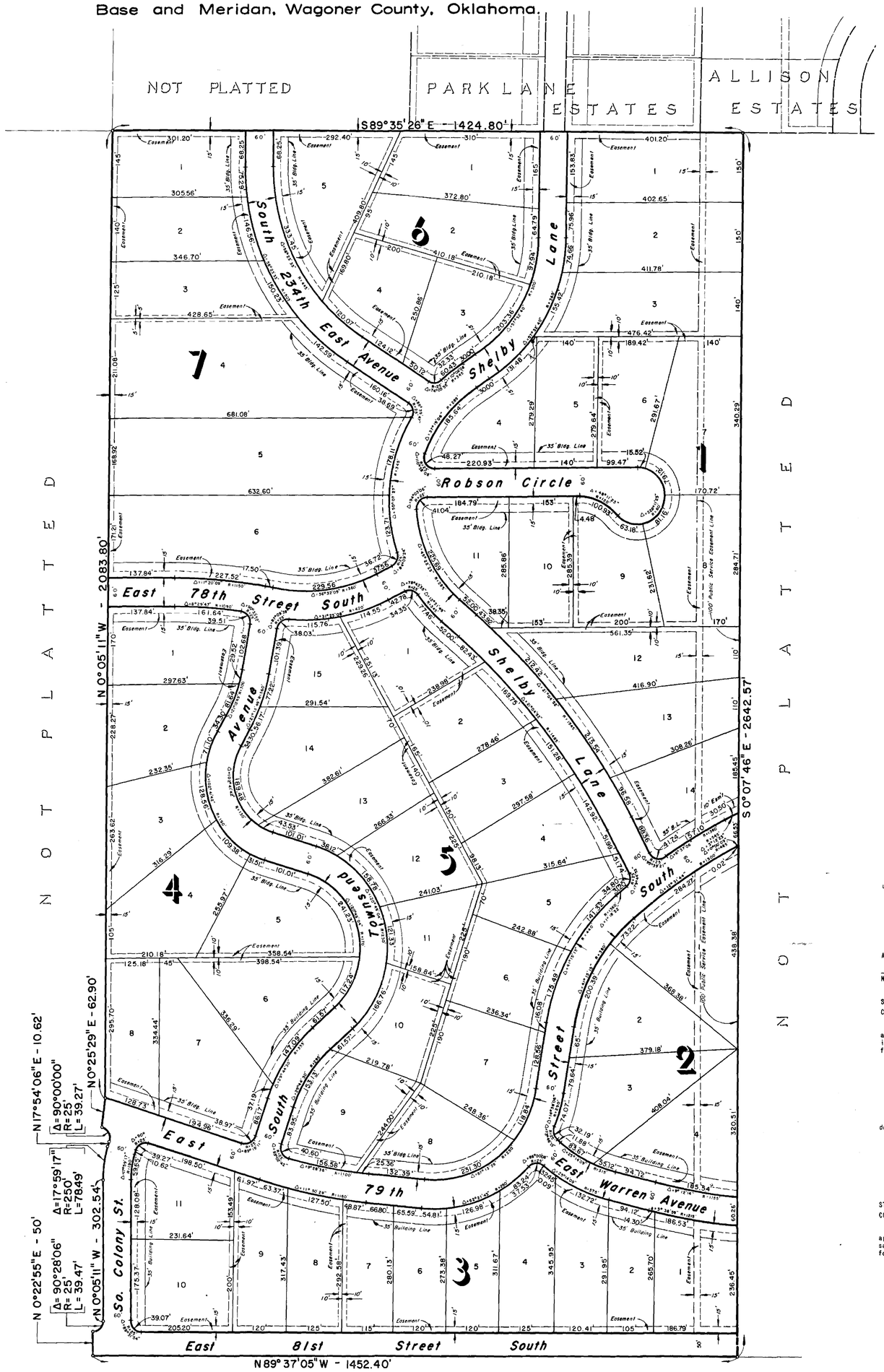
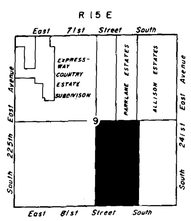
PARKLANE ESTATES SECOND

A Subdivison of a Part of the Southeast Quarter (SE/4) and Part of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 9, Township 18 North, Range 15 East of the Indian Base and Meridan, Wagoner County, Oklahoma.



OWNER:
ROBSON DEVELOPMENT CO
Route 4 Box 26
Broken Arrow, Oklahoma

ENGINEER:
K. N. COX & ASSOCIATES
209 Resource Sciences Center
321 South Boston
Tulsa, Oklahoma 74103
TEL.: 583-7588



LOCATION MAP
Scale: 1"= 2000'

Plat Book 5 Page 36

STATE OF OKLAHOMA) SS
COUNTY OF WAGONER)
Filed for Record in the Office of the COUNTY CLERK AND RECORDER

NOV 14 1972

AT 3 O'CLOCK
JACK C. JONES, County Clerk
By Mina Dugal Deputy

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT ROBSON DEVELOPMENT CO., an Oklahoma Corporation is the OWNER of the following described property:

A tract of land lying in the Southeast Quarter (SE/4) and the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 9, Township 18 North, Range 15 East of the Indian Base and Meridian in Wagoner County, Oklahoma, more particularly described as follows:

Beginning at the Northwest corner of said Southeast Quarter (SE/4) of Section 9; thence South 89°35'26" East along the North line thereof a distance of 1424.80 feet to a point; thence South 00°07'46" East a distance of 2642.57 feet to a point on the South line of said Section 9; thence North 89°37'05" West along the said South line a distance of 1452.40 feet to a point; thence North 00°22'55" East a distance of 50.00 feet to a point; thence along a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°28'06" for a distance of 39.47 feet to a point of tangent, said point lying on the West line of said Southeast Quarter (SE/4) of Section 9; thence North 00°05'11" West along said West line a distance of 302.54 feet to a point of curve; thence along said curve to the right, said curve having a radius of 250.00 feet, a central angle of 17°59'17" for a distance of 78.49 feet to a point of tangent; thence North 17°54'06" East a distance of 10.62 feet to a point of curve; thence along said curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°00'00" for a distance of 39.37 feet to a point; thence North 00°25'29" East a distance of 62.90 feet to a point on the West line of said Southeast Quarter (SE/4) of Section 9; thence North 00°05'11" West along said West line a distance of 2083.80 feet to the point of Beginning, containing 86.516 acres, more or less.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked into lots, blocks and streets in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as "PARKLANE ESTATES SECOND", an Addition in Wagoner County, Oklahoma.

AND, the undersigned OWNER hereby dedicates for the public use the easements as shown and designated on the accompanying plat for the several purposes of constructing, 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 upon said easements for the uses and purposes aforesaid; PROVIDED, 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 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 areas.

AND, the undersigned OWNER does hereby dedicate for public use the streets as shown on said plat, and does hereby guarantee the title to all of the land covered by said streets. 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 owners abutting the tract, their successors and assigns, does hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Overhead pole lines for the supply of electric service and telephone service may be located along the easements as required. Street light poles standards may be served by underground cable and elsewhere throughout said Addition all supply lines may be located underground, in the easement-ways reserved for general utility purposes and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.
2. Underground service cables to all structures 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 structures as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the supplier of electric service or telephone service, shall thereafter be deemed to have a definitive 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 structure.
3. The supplier of electric service or telephone 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 facilities so installed by it.
4. The owner of each lot shall be responsible for the protection of the underground electric facilities or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities.
5. No above grade structures will be located within the 100 feet wide Public Service Easement along the East side of the subdivision.
6. All plans and specifications must be submitted to the developer or his duly authorized representative for written approval prior to start of construction. All permanent structures must be new construction.
7. All homesites in the tract shall be known and described as single family residential homesites. No structure shall be erected, altered, placed or permitted to remain on any homesite which exceeds two stories in height, and all residences must have a private garage for not less than two cars attached to the residence. Any detached structure to be built on the homesite such as storage building, covered entertainment areas, etc. shall conform to the basic of the dwelling thereon, and the plans for such structure must be submitted to the developer for approval prior to start of construction. Carports, in addition to a two-car garage will be permitted only if attached to the residence.
8. Lots 1, 2 and 3, Block 7, may be used for a church site. In this event, covenants 5, 7, 9, 10, 15, 19 & 20 will not be applicable. The structure on these lots will not be built closer to the exterior side lines than 25 feet.
9. Lots 4, 5 and 6, Block 7 may be used for a school site. In this event, covenants 5, 7, 9, 10, 15, 19 & 20 will not be applicable. The structure on these lots will not be built closer to the exterior side lot lines than 25 feet.
10. The exterior of all structures erected on any homesite shall be constructed of a minimum of 65% stone, brick or stucco.
11. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.
12. 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.
13. 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.
14. No trailer, basement, tent, shack, garage, barn or other outbuilding type structure shall be moved onto any homesite in this residential development. No temporary structures will be permitted.
15. No homesite will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All homesites shall be maintained in a neat and orderly condition at all times.
16. No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than six feet.
17. All entrances from streets shall have drain tile, size approved by developer or County Commissioner of Wagoner County.
18. All individual sewer systems to be constructed according to County and State Health Department requirements.
19. There will be no less than 1600 square feet of liveable floor area in the residence, exclusive of garage, porch and patio areas.
20. All structures shall be located a minimum distance of 25 feet from any side lot line, except Lots 1, 2 and 7, Block 3 which will have 15 feet side yard restrictions.
21. The purchaser of each lot shall provide a decorative type yard light, either gas or electric to be located approximately half way between the front lot line and the 35 feet building line and centered on the lot.
22. If in the future, more than one half of the then lot owners desire to have a public electric utility company to provide standard type street lights, the operation cost of said street lights will be divided equally among all lot owners.
23. The construction of the residence on each lot shall begin within 24 months from the purchase date of said lot

IN WITNESS WHEREOF, said ROBSON DEVELOPMENT CO., an Oklahoma Corporation, has caused these presents to be executed and its corporate seal to be hereunto affixed by its corporate officers hereunto duly authorized this 10th day of November, 1972, at Tulsa, Oklahoma.

ROBSON DEVELOPMENT CO.

By Frank C. Robson
FRANK C. ROBSON, President

ATTEST:
Nick Robson
NICK ROBSON

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, a Notary Public in and for said County and State, on this 10th day of November, 1972, personally appeared FRANK C. ROBSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President 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 such corporation for the uses and purposes therein set forth.

PEGGY CASEY
MY COMMISSION EXPIRES FEB. 4, 1974

My Commission Expires:

Peggy Casey
NOTARY PUBLIC

CERTIFICATE OF SURVEY

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNER designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 10th day of November, 1972.

K. N. COX & ASSOCIATES, ENGINEERS

By Jack C. Cox
JACK C. COX, Registered Land Surveyor

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of November, 1972, personally appeared JACK C. COX, to me known 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 and as the free and voluntary act and deed of K. N. Cox & Associates for the uses and purposes therein set forth.

Dianna W. Henry
NOTARY PUBLIC

My Commission Expires: September 12, 1974

I, Ruby M. Roberts, Wagoner County Treasurer, certify that according to the 1971 Ad Valorem taxes are paid on the above description.

Ruby M. Roberts by Nancy Zachary, Deputy