

PARKLANE ESTATES THIRD

A SUBDIVISION OF A PART OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

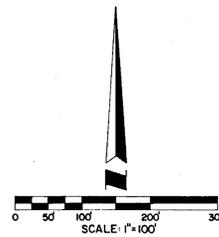


OWNER:
ROBSON DEVELOPMENT CO.
Route 1, Box 119
Catoosa, Oklahoma 74015
Tel. (918) 266-2760

ENGINEER:
COX & ASSOCIATES, INC.
324 Main Mall, Suite 200
Tulsa, Oklahoma 74103
Tel. (918) 583-7588

LEGEND
B.L. - Denotes Building Line
U/E - Denotes Utility Easement
D/E - Denotes Driveway Easement
W.L. Easmt. - Denotes Water Line Easement
S.S. Easmt. - Denotes Sanitary Sewer Easement

NOTE: All Lines Not Marked are North-South or East-West.



Plat Cabinet 1 - 23A
STATE OF OKLAHOMA
NOTARY PUBLIC
JACK C. COX, Notary Public
Filed for Record in this Office of the COUNTY CLERK (AND RECORDERS)
FEB 6 1980
AT 10:25 O'Clock
Musselwhite

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 East Half (E/2) of the Southeast Quarter (SE/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 Southeast corner of said Southeast Quarter (SE/4) of Section 9; thence North 89°37'05" West along the South line thereof a distance of 1,226.80 feet to a point lying 100.00 feet East of the West line of said East Half (E/2) of the Southeast Quarter (SE/4) of Section 9; thence North 00°07'46" West and parallel to said West line a distance of 2,642.57 feet to a point on the North line of said Southeast Quarter (SE/4) of Section 9; thence South 89°37'05" East along said North line a distance of 1,224.82 feet to the Northeast corner of said Southeast Quarter (SE/4) of Section 9; thence South 00°10'22" East along the East line of said Southeast Quarter (SE/4) of Section 9, a distance of 2,641.99 feet to the point of Beginning, containing 74.353 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 THIRD", 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 to 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 area.

AND, the undersigned OWNER hereby dedicates 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

- Overhead pole lines for the supply of electric service may be located along the easements as required. 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.
- 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 and 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 from each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- The supplier of electric and 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 electric and telephone facilities so installed by it.
- The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and telephone facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
- The foregoing covenants shall be enforceable by the supplier of electric and telephone service, and the owner of each lot agrees to be bound hereby.
- No above grade structures will be located within the 100 feet wide Public Service Easement along the West side of the subdivision.
- 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 design 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.
- 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.
- The exterior of all structures erected on any homesite shall be constructed of a minimum of 50% stone, brick or stucco.
- 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.
- 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, 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 and then the construction shall be completed within 9 months. 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 line of the residence. No fencing shall be higher than six feet, and shall be approved by the developer prior to its construction. Barbed wire and hog wire will not be allowed.
- There will be no less than 1700 square feet of livable floor area in the residence, exclusive of garage, porch and patio areas.
- All structures shall be located a minimum distance of 10 feet from any side lot line.
- The construction of the residence on each lot shall begin within 24 months from the purchase date of said lot.
- The owner of each lot shall be responsible for the mowing of vegetation thereon. In the event the vegetation attains a height of 12 inches, the developer has the right to mow same, and charge the lot owner for this service.
- No fences of any kind shall be placed beyond the front line of the residence. No fencing shall be higher than six feet, and shall be approved by the developer prior to its construction. Barbed wire and hog wire will not be allowed.

IN WITNESS WHEREOF, this 6th day of February, 1980, an Oklahoma Corporation, has caused these presents to be executed and its corporate seal to be hereunto affixed by its corporate officers, hereto duly authorized.

ATTEST:

Frank C. Robson
FRANK C. ROBSON

STATE OF OKLAHOMA }
COUNTY OF TULSA }

ROBSON DEVELOPMENT CO.

By: *Nick Robson*
NICK ROBSON, President

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of February, 1980, personally appeared NICK 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.

My Commission Expires: August 2, 1984

Shirley A. Spawan
NOTARY PUBLIC

CERTIFICATE OF SURVEY

We, COX & ASSOCIATES, INC., 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 6th day of February, 1980.

COX & ASSOCIATES, INC., ENGINEERS

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

STATE OF OKLAHOMA }
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State on this 6th day of February, 1980, 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 Cox & Associates, Inc., for the uses and purposes therein set forth.

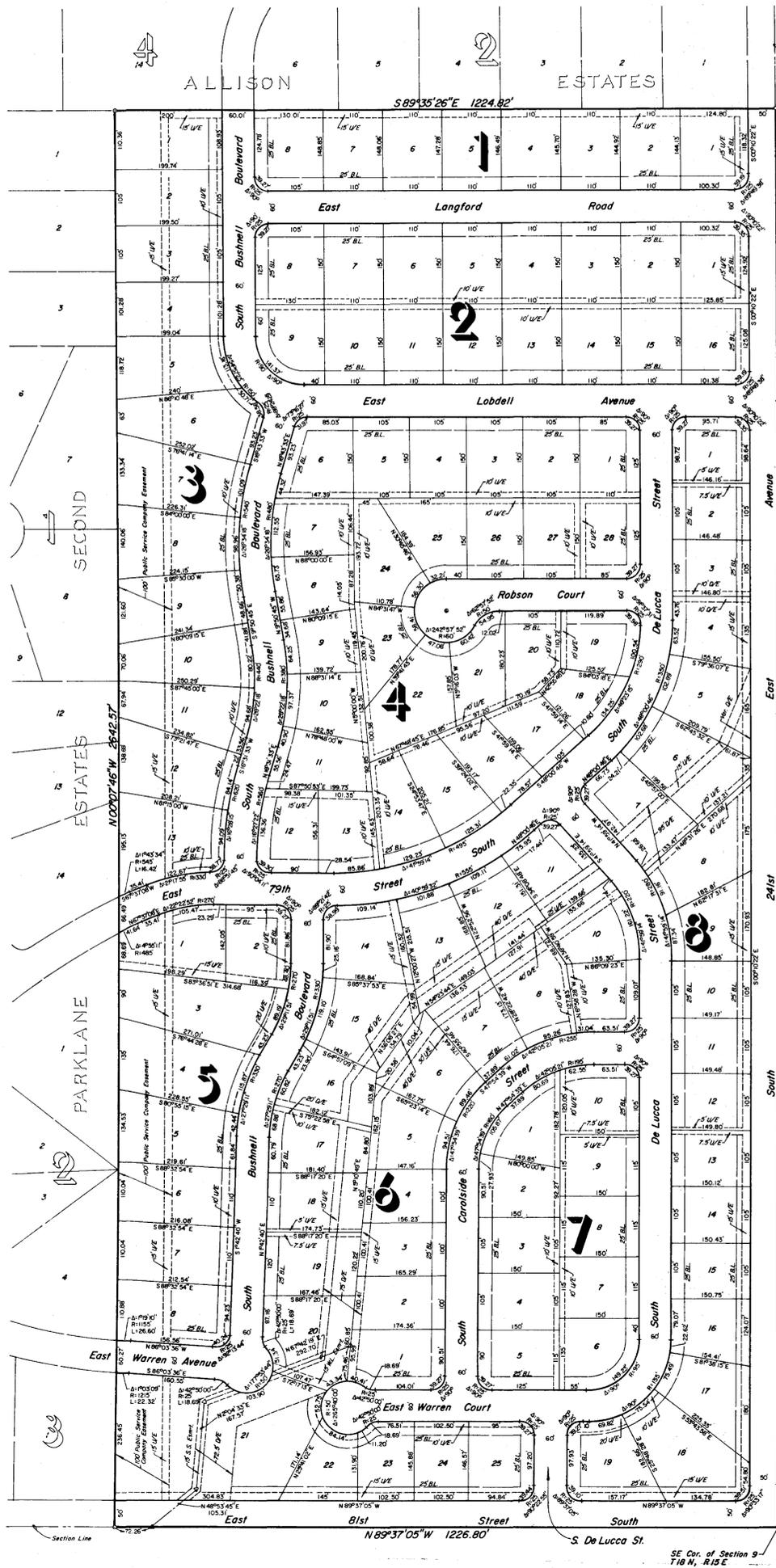
My Commission Expires: August 2, 1984

Shirley A. Spawan
NOTARY PUBLIC

The Oklahoma State Department of Health certifies that this plat is approved for the construction of Public sewage disposal systems.
(public or individual)
SIGNED: *Deanna W. Sparks*, R. P. S. Date Feb 6, 1980
Wagoner County Health Department

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1978 tax rolls the taxes on the above description are paid.
Ruby M. Roberts, County Treasurer

Ruby M. Roberts
COUNTY TREASURER



SE Cor. of Section 9
T18 N., R15 E