

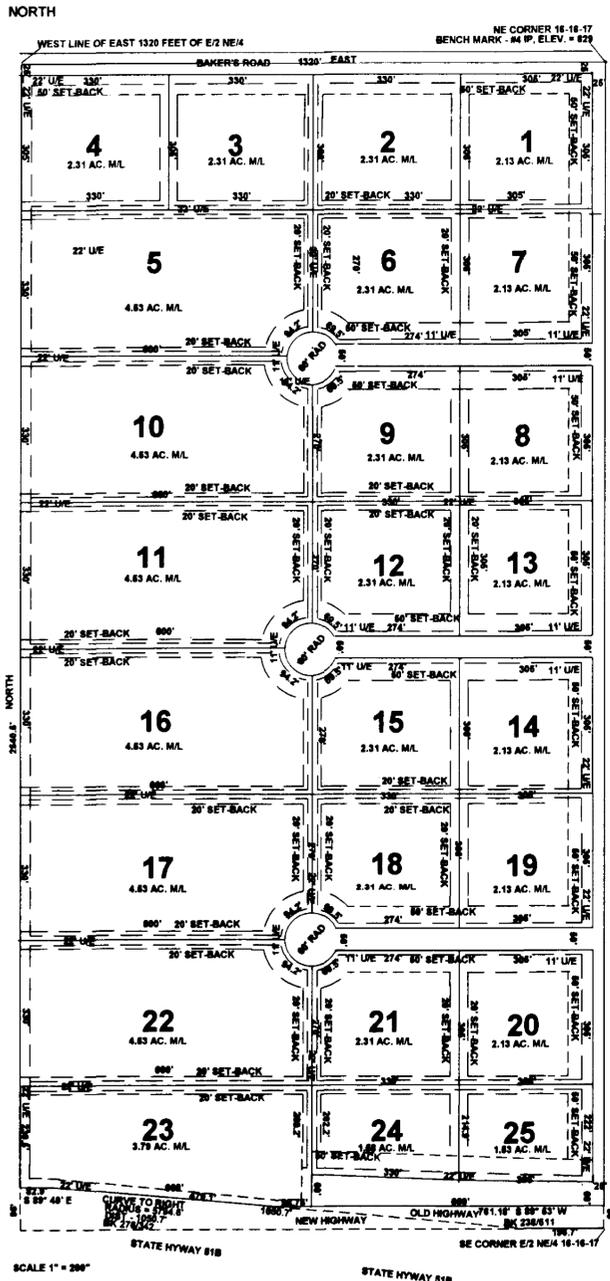
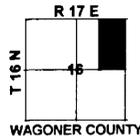
# PORTER ACRES

A SUBDIVISION IN THE CITY OF PORTER OF

THE EAST 1320 FEET OF THE E/2 NE/4 OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 17 EAST OF THE T&M, WAGONER COUNTY, STATE OF OKLAHOMA, LESS AND EXCEPT STATE HIGHWAY 518 RIGHTWAY

OWNER: PAT AND JANELLE BOYD, PORTER, OKLAHOMA 74454  
ENGINEER: JOHN F. SHERIDAN, P.L.S., PH.D., PE, HASKELL, OKLAHOMA 74436

SEPTEMBER 27, 2000



## PORTER ACRES

### CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Pat Boyd and Janelle Boyd are the owners of the following described real property, situated in the County of Wagoner, State of Oklahoma of Oklahoma, to-wit:

#### LEGAL DESCRIPTION

The East 1320 feet of the E/2 NE/4 of Section 16, Township 16 North, Range 17 East of the T&M, Wagoner County, Oklahoma, LESS AND EXCEPT State Highway Roadway.

And they have caused the above property to be surveyed, platted, and subdivided into twenty-five lots, in conformity with the accompanying plat, and have designated the same as "PORTER ACRES", an addition in the City of Porter, Wagoner County, State of Oklahoma.

#### A. UTILITY EASEMENTS

The undersigned owner further dedicates to the Public for use forever, easements and street rights of way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, cable television, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on said plat.

#### B. ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE

In connection with the installation of underground electric, telephone and cable television services, all of the lots are subject to the following:

- Overhead pole lines for the supply of electric, telephone and cable television service may be located along the East, West, South and North side of the subdivision. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines may also be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be also located in such easement ways.
- Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest power pole, service pedestal or transformer to the point of usage 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 and of cable television 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 house.
- The supplier of electric, telephone and cable television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purposes of installing, removing, or replacing, or repairing any portion of said underground electric facilities or cable television so installed by it.
- The owner shall be responsible for the protection of the underground service 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 its agents or contractors.
- The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of electric, telephone, and cable television service, and the owner of each lot agrees to be bound thereby.

#### SECTION II. WATER, SEPTICK TANKS, WALL FENCE

A. In connection with the provision of water service, all of the lots are subject to the following provisions, to-wit:

##### WATER SERVICE

The City of Porter hereinafter referred to as City or its 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 caused or necessitated by acts of the owner or his agents or contractors.

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

The Owner of each tract shall be responsible for their meter hook-up, water tap, and membership fee charged at the time by City.

##### B. SEPTIC TANKS

Within this subdivision, sewerage is initially intended to be disposed of by individual septic tank disposal systems which are subject to regulation by the Wagoner County Office of the Oklahoma DEQ.

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.

No septic system shall be installed within any lot until the plans therefore have been submitted to and approved by the Wagoner County Office of the Oklahoma DEQ and a permit duly issued.

The plans of each septic system to be submitted to the Wagoner County Office of the Oklahoma DEQ shall include a sewer service line located and designed to permit effective connection to future public sanitary sewer extensions to the lot.

The septic system shall be installed and maintained in accordance with the approved plans. Subsequent to installation of the septic system, no drive, paving, swimming pool, or building shall be constructed over the area of the lot containing the septic system lateral lines.

In the event the City shall extend the collection lines of a public sanitary sewerage system to each within the subdivision, then each lot owner, whether or not his septic system is properly functioning, may at his cost connect to the public sanitary sewerage system.

#### C. WALL, FENCE AND SIGN EASEMENT

An entrance Wall, (Gate) and/or signs indicating the name PORTER ACRES may be located where deemed necessary by the Developer or assignees or heirs in title.

#### SECTION III. RESTRICTIONS AND COVENANTS

For the purpose of providing an orderly development of the Subdivision, and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision. These covenants shall run with the land and shall be binding on all persons claiming under them, for a period of twenty-five (25) years from date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then lot owners, with each lot having a vote, of the lots agreeing to change of such covenants, in whole or in part, is placed on record. These covenants are enforceable by any person or persons owning lots in the Subdivision, by appropriate action at law or equity to restrain violations. Invalidation of any one of these covenants shall in no way affect the validity of the other provisions herein contained.

- All Owners of a lot in Porter Acres shall be members of the Porter Acres Homeowners Association and shall be subject to the provisions of a Declaration of Covenants, conditions and restrictions applicable to Porter Acres. Members of the Porter Acres Homeowners Association shall establish the dues of the Association and they shall be the minimum amount necessary to maintain and support common areas of interest to the membership.
- A Building Committee is hereby formed and shall approve all plans for any structure to be placed or built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Building Committee is composed of Pat Boyd or his assignees or heirs in title. The Building Committee or her assigns, shall have the right and responsibility to change or alter any of all of the covenants here in listed.
- All lots of Porter Acres shall be for single-family residential use only except that Lots 23 and 24 may be used as commercial. No building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling, with private garage for two (2) cars or more, attached or detached, and a storage barn, unless approved in writing by the Building Committee. New Mobile Homes and used Mobile Homes up to three- (3) year in age will be allowed. Construction of residences must be completed within one year of receiving building permit. No more than two (2) access entrances to tract shall be allowed from publicly dedicated street adjacent to tract. Owner of tracts agrees to be responsible for providing their builders a copy of these restrictions and see that the builder complies with it.
- Outbuildings, not to exceed 1000 square feet, shall be of the same general construction as the main residence, employing the same type of construction materials used in the main residence. All portable buildings and any larger building to be approved in writing by the Building Committee.
- No building, residence, fence, retaining wall or any other type of improvement, shall be started on any lot until the plans and specifications, plot plan or any other plans or information necessary to determine the ultimate improvement or facility plans for any lot shall have been submitted to and approved by the Building Committee to take into consideration the suitability of the proposed improvements to the site, and consider the harmony thereof with surroundings, and the effect of the planned improvements on the outlook for the adjacent or neighboring.
- No lot therein contained may be subdivided, split, altered or changed in any way for the purpose of accommodating two or more separate owners and or dwellings unless approved by the Building Committee.
- Each lot shall receive and drain in an unobstructed manner storm surface waters from lots and drainage areas of higher elevations and from public streets and easements.
- No Residential Structure of less than 1200 square feet, or Mobile Home less than 1200 square feet of living space, exclusive of garage, carport and porches shall be erected or placed on any lot. One and one-half and two story dwellings will not have less than 1000 square foot ground floor area.
- No garage door opening will face the private street. Garage door openings for corner lots to be determined by the Building Committee.
- No residential structure shall be erected or maintained nearer than 50 feet to the front street lines. No side yard should be less than 20 feet on each side of a house, except as restricted by easements and building lines.
- No outside storage of building material materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to construction. Construction shall be completed in four (4) months.
- Septic tank systems must be in accordance with the requirements set forth by the State of Oklahoma Health Department of Environmental Quality, and each system shall be privately maintained.
- No noxious trade, business or other noxious or offensive activity shall be permitted nor shall anything to be done there on which is or may become an annoyance or nuisance to the neighborhood.
- No lot shall be permitted to become an unsightly or "junk" condition, nor shall any junk or trash be allowed to accumulate thereon. Weekly trash pick-up must be provided by owner through service of a trash collection company.
- No animals or fowls shall be kept or permitted to remain upon any tract in the addition except domestic and household pets, provided any such pets are not kept, bred or maintained for any commercial purpose.
- No structure of temporary character, basement, tent, shack, garage, barn or other out building can be used as a residence, temporarily or permanent. No storage or portable building shall be used as a residence and shall not be constructed before the main residence is completed. Portable storage such as a "Butler", "Monroe" or other steel-type building are allowed on this property for the storage only and not as living structures. No lean-to's or galvanized pole barns are permitted. No storage building shall be constructed forward of the dwelling structure.
- No boats, trailer, campers (mobile or otherwise) or like recreational equipment shall be stored on any lot unless located behind the living structure. Recreational vehicles may be parked on private driveways not longer than a period of seventy-two (72) hours.

18. No inoperative vehicles or machinery shall be stored or parked on any lot and each lot shall be kept free from weeds, brush, and high grass, and trash and rubbish shall not be permitted to accumulate upon any lot. All vehicles must carry current registration.

19. No advertising sign or structure shall be erected, placed or maintained on any lot, except profession signs advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction or sales period of any dwelling structure. Such signs must be on private property.

20. 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 other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. Burning of trash and other materials are prohibited.

21. No trash receptacles are to be visible from the street side of any residence unless during day of pick-up.

22. No exposed clothes line poles or other outdoor drying apparatus, unless screened, will be permitted on any lot. No garbage cans or trash cans are to be visible from the street. This restriction shall not exclude the installation of underground garbage and trash storing devices.

23. So long as a rural type mailbox is in use in PORTER ACRES by the United States Postal Service, all mailbox pedestal design and location in PORTER ACRES shall conform to that specific plan approved by the Building Committee and adopted by the PORTER ACRES Homeowners Association. The mailbox shall be positioned so that it is accessible from the curb and 6' from the "inside edge" of the driveway. "Inside Edge" shall mean the edge of the driveway, which borders the largest continuous lot area. The top of the mailbox shall be 42" from street level.

24. Fences, whether ornamental or otherwise, shall not be erected more than 72 inches in height, except as herein provided. Wood "split rail" type fences or chain link fencing will be used for all lot perimeters. No barbed wire fencing shall be allowed across front of tract. All fence designs must be approved by the Building Committee. Chain link fences around pool decks will be permitted as approved by Building Committee. Private fence 7 feet high around patios will be permitted. No fence will be built forward of the front building line. No fence will be built that impedes the flow of water across the lot or adjacent lots.

25. No building shall be constructed on any lot in this addition, which exceeds a height of more than two (2) stories except as approved by the Building Committee.

26. All television or radio antennas shall be contained to the backyard, and sufficient privacy to shield view from adjacent lot owners shall be required.

27. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on, or repaired on front of property, street or front of building line.

28. No Swine, livestock, poultry or fowl (other than tracts 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 they are not kept or maintained for commercial purposes. No more than two (2) dogs and two (2) cats per tract are allowed. Animals must be fenced in or kept on a leash.

29. 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 with the tract so long as: (a) the existence or operation of the business is not apparent or detectable by sight or sound, or smell from the outside the tract and no sign indicating such business is place on said tract; (b) the business activity conforms to all zoning requirements (s) 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" in this provision shall be construed to have the ordinary, generally accepted meaning.

30. No discharge of firearms within the limits of the PORTER ACRES sub-division shall be allowed.

#### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

##### A. ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

##### B. DURATION

Section III of these covenants shall remain in full force and effect until April 1, 2025, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as herein provided.

##### C. SEVERABILITY

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.

In the Event the parties hereto or their successors, heirs, or assigns, shall violate or breach any of the above covenants, any person or persons owning any lot in PORTER ACRES shall have the right to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to compel compliance with such covenants contained herein or to recover damages for such violations. Invalidation of any one of the covenants contained herein by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force or effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of the day of 2000

By: *Pat Boyd*  
By: *Janelle Boyd*  
Pat Boyd  
Janelle Boyd

STATE OF OKLAHOMA )  
COUNTY OF WAGONER )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED PAT BOYD AND JANELLE BOYD TO ME KNOWN TO BE THE IDENTICAL PERSONS THAT SUBSCRIBED THEIR NAMES TO THE ABOVE INSTRUMENT

AND ACKNOWLEDGED TO ME THAT THEY DID SO AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

My commission expires 2-26-04

Notary Public: *Shirley Boyd*

### CERTIFICATE OF SURVEY

I, JOHN F. SHERIDAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA DO HEREBY CERTIFY THAT I DID AT THE INSTANCE OF THE ABOVE NAMED OWNER SURVEY THE ABOVE DESCRIBED TRACT OF LAND AND PREPARE THE ATTACHED PLAT AND DEED OF DEDICATION OF "PORTER ACRES" IN ACCORDANCE WITH THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA AND THE COUNTY OF WAGONER, OKLAHOMA, AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 5<sup>TH</sup> DAY OF October, 2000

*John F. Sheridan*  
JOHN F. SHERIDAN, P.L.S. 345  
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 813

### CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

PORTER ACRES subdivision is approved for use of Public Water System and for individual Septic Tank Systems

*Russell B. Environmental Program Specialist*

### CERTIFICATE OF CITY OF PORTER BOARD OF COMMISSIONERS

I, Dan Boyd, Mayor of the City of Porter do here now approve the acceptance of PORTER ACRES as a subdivision in the City of Porter, Wagoner County.  
*Dan Boyd*  
Dan Boyd, Mayor, City of Porter

### CERTIFICATE OF WAGONER COUNTY TREASURER

I do here now state that the taxes have been paid for the year 1999 and prior years for those properties listed in listed to be designated as PORTER ACRES

*Mary Sue Leader*  
Wagoner County Treasurer

### CERTIFICATE OF WAGONER COUNTY CLERK

I, Jerry Fields, the County Clerk of Wagoner County do here now state the Plat of a sub-division called PORTER ACRES has been filed into Wagoner County Records.

*Jerry Fields*  
Jerry Fields, County Clerk

