

PECAN CREEK EXTENDED

KNOW ALL MEN BY THESE PRESENTS:

That Frank Baucom is the owner of the following described real estate in Wagoner County, State of Oklahoma:

A tract of land located in the SE/4 of the NW/4 & the NE/4 of the SW/4 of Section 11, T-16-N, R-16-E, Wagoner County, Oklahoma more particularly described as follows:

Beginning on the west line of the E/2 of the said SW/4 at the NW corner of "Pecan Creek" subdivision; thence N-0°09'55"-E along said west line of the NE/4 of the SW/4 a distance of 1324.44 ft. to the SW corner of the said SE/4 of the NW/4; thence N-0°09'55"-E along the west line of the said SE/4 of the NW/4 a distance of 670.69 ft. to a point on the southerly right-of-way line of an existing railroad; thence S-47°49'52"-E along said right-of-way to a point of curve having a radius of 1985.70 ft.; thence along said curve to the left a distance of 287.51 ft.; thence S-0°09'12"-W a distance of 103.36 ft. to a point on the south line of the said SE/4 of the NW/4; thence S-89°35'57"-E along said south line a distance of 174.77 ft.; thence S-61°59'58"-E a distance of 0.0 ft. to a point of curve having a radius of 1985.70 ft.; thence along said curve to the left a distance of 521.46 ft. to the east line of said NE/4 of the SW/4; thence S-0°10'40"-W along said east line a distance of 1146.07 ft. to the NE corner of "Pecan Creek" subdivision; thence N-89°25'05"-W along the north line of said "Pecan Creek" subdivision a distance of 1325.29 ft. to the point of beginning. This described tract of land contains 45.01 acres more or less.

WHEREAS, the said owners have caused the above described property to be surveyed, platted and staked in conformity with the plat thereon which they hereby adopt as the plat of the above described land as PECAN CREEK EXTENDED, a subdivision in Wagoner County, Oklahoma.

NOW, THEREFORE, the subdivision PECAN CREEK EXTENDED will have private streets maintained by the Homeowners Association. The Owner hereby gives the Public egress and regress, through easements to the private roads, for public use, all streets shown on the Subdivision plat. The Owner further dedicates the easements shown on the accompanying plat for the purposes of constructing, maintaining, operating, repairing, removing and replacing any and all telephones, electric lines and transformers, cable television lines, gas and water lines, together with all fittings and equipment with the right of ingress and egress to and upon said easements and rights of way, for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights of way as shown.

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 OWNERS THEIR 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.

PROTECTIVE COVENANTS AND RESTRICTIONS:

- All lots within the subdivision shall be known and designated as residential building lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and an enclosed garage attached thereto for not less than two automobiles or more than three automobiles, and other outbuildings incidental to the residential use of such plot as set forth hereinafter. No open carports will be constructed on any lot. Once any part of the dwelling or any other structure is used for the purpose of a garage, thereafter it shall be prohibited from conversion to living space, separate living quarters, or other integral part of the living area.
- No building shall be located on any lot nearer than 50 ft. to the front lot line. No dwelling, detached garage or other building shall be located nearer than 15 ft. to a side lot line.
- No business, trade or activity shall be carried on upon any residential lot. 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.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- No recreational vehicle shall be parked in front of the front building line or within view from a street, except on a temporary basis for a period of no more than 3 consecutive days. No trucks in excess of 1 ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailers, golf carts, boats, or boat trailers or similar vehicles other than passenger automobiles, pickup trucks, and vans with a capacity of 1 ton or less or any other motorized vehicles will be parked, stored or in any manner kept or placed on any portion of a lot unless enclosed in a garage or screened from view from the street. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business from making deliveries or otherwise providing services to a property owner.
- No building shall be moved onto any lot. A detached storage building or a detached garage for no more than 2 cars shall be permitted, provided same is built on site at the same time or after construction of a residence in a location behind the existing residence.
- All residences shall be constructed on the plot whereas they face the 50 ft. building set back lines, and shall not be built whereby they face the 15 ft. side lot line.
- All exterior walls of all dwellings, garages, and other buildings shall be at least 35% masonry construction: stone and/or brick. The color of the exterior of such shall be compatible, coordinated, and harmonious with the stone, stucco, or brick and other features of the structures in contrast with the natural setting of the area in which the structures are situated. Vivid or strong colors including, but not limited to, turquoise, pink, purple orange bright yellow and bright and baby blue will not be used on any exterior painted or colored siding materials.

9. The main floor of the main residence, exclusive of porches and garage, shall not be less than 1400 square feet, and the ground level of not less than 1000 square feet on residences with more than one level.

10. All house plans must be approved by the developers.

11. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.

12. Building materials may be stored for a period of 30 days prior to the start of construction. Construction of a residence must be completed within 18 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement.

13. Prior to time of construction, during and/or after construction, no rocks, earth, debris, downed trees, land fill, sand, construction materials or equipment will be placed, parked or stored on adjoining property or lots which do not belong to current lot owner. No portion of any adjoining lot or tract will be disturbed or the topography changed which does not belong to the current lot owner. No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or lot within the subdivision. There will be no burning or other disposal or refuse out of doors. Outside storage or building materials, old cars, or other salvage shall not be permitted.

14. All electrical, television, natural gas and telephone service installations will be placed underground. There will be no visible towers installed on any structure. Television satellite dishes are allowed, but must be permanently attached to roof of building, or if on a pole, must be located behind the front side of the house.

15. Each lot owner will be responsible to ensure that proper interior lot drainage will be established whereas the drainage will be designed to flow to the street or established drainage and shall not change the runoff to drain upon, or interfere with, cause water runoff, or produce water erosion damage to or upon an adjoining lot.

16. No sign of any kind shall be displayed to the public view on any lots, except one professional sign on no more than one square foot displaying the property address, except one professional sign of not more than five square feet advertising the property for sale during construction or sales period.

17. No yard ornaments in excess of 24 inches in height, animal statues, or plastic vivid colored playground equipment will be placed on any lot in view of a street. Basketball structures must not be located closer than 20 feet from the street.

18. No oil drilling, oil development of mining operations will be carried on within the development.

19. 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 use, and provided they are kept within fenced areas. Under no condition shall a pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner.

20. Each owner and occupant of any part shall jointly and severally have responsibility and duty at their sole cost and expense, to keep each lot and any improvements thereon maintained including buildings, improvements, and grounds in a well-maintained, safe, clean, and attractive condition at all times. Maintenance shall include, but not limited to the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing and edging; tree and shrub pruning; watering; maintaining exterior lighting and mechanical facilities in good working order; maintaining lawn and landscape alive, free of weeds, and attractive; maintaining parking areas, driveways and walkways in good repair; complying with all governmental, health, and police requirements; repainting of improvements; immediate repair or any and all exterior damage to dwellings or improvements. Any and all exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents, street traffic, or adjacent property owners.

21. These covenants shall run with the land and shall be binding on all parties, all lot owners, and all persons claiming under them until August 1, 2025, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by the record owners of 70% of the lots has been recorded agreeing to change said covenants in whole or in part.

22. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him/her or them from so doing or to recover damages or other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, reasonable attorney fees and court costs incurred in such litigation.

23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, The Undersigned being the sole owners of PECAN CREEK EXTENDED platted hereof, hereby approves the foregoing deed of dedication, covenants and restrictions this 7 day of April, 2006

Mary E Baucom
MARY E BAUCOM
Frank H. Baucom
FRANK H. BAUCOM

STATE OF OKLAHOMA
COUNTY OF WAGONER

Before me, the undersigned, a notary public in and for said County and State, on this 10 day of April, 2006, personally appeared to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as the owners and acknowledged to me that they executed the same as their free voluntary act and deed for the uses and purposes therein set forth.

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

11-04-07
My Commission Expires

Notary Public

CERTIFICATE OF COUNTY TREASURER

I, Gloria Marshall, County Treasurer of Wagoner County, Oklahoma do hereby certify that I have examined the records pertaining to Ad Valorem taxes on the tract described on this Plat and find that the Ad Valorem taxes have been paid to and including 4-10-06.



Dated this 10 day of April, 2006

Gloria Marshall
County Treasurer

ACCEPTANCE OF DEDICATION OF BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of Wagoner County, Oklahoma, that the dedication shown on the attached Plat is hereby accepted.

Adopted by the Board of County Commissioners of Wagoner County, Oklahoma, this 3 day of April, 2006.

Attest:

County Clerk

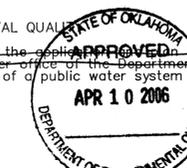
County Commission

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, Brenda Robertson, Director of the Wagoner County Planning Commission do here now certify that the proposed subdivision of PECAN CREEK EXTENDED has been processed through the Wagoner County Planning Commission with approval for acceptance.

Brenda Robertson Date 4/7/06
Brenda Robertson, Director, Wagoner County Planning Commission

DEPARTMENT OF ENVIRONMENTAL QUALITY
I certify that I have approved the application for a plat of a residential development which is on file at the Wagoner office of the Department of Environmental Quality, and hereby approve this plat for the use of a public water system and individual private sewage systems.



Michael King Date:

I, Charles K. Howard, a Registered Professional Land Surveyor in the State of Oklahoma, certify that this plat of survey meets the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors and is a true representation of the survey made on the ground.



Charles K. Howard 2/10/06
CHARLES K. HOWARD L.S. 297
REGISTERED PROFESSIONAL LAND SURVEYOR
CA No. 3545 Exp. 6/30/2007

STATE OF OKLAHOMA
COUNTY OF MUSKOGEE

The foregoing certificate of survey was acknowledged before me on this 10 day of Feb, 2006.

My Commission Expires
7/21/07

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.

By Carolyn Kusler
DEPUTY

Joe McCrosken
Notary Public