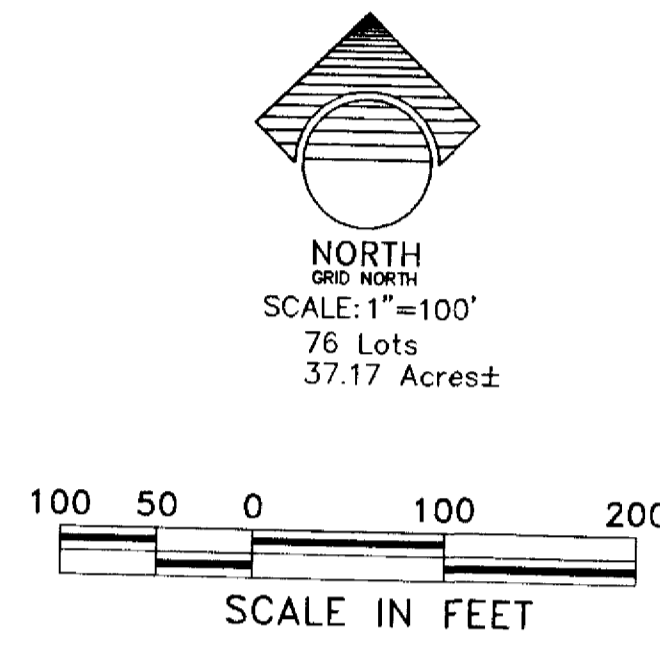


# The Woods at Oak Grove

A Tract of land being a part of the  
NW/4 of Section 36, T-18-N, R-15-E,  
Wagoner County, Oklahoma

SURVEYOR:  
**Howard Consulting, LLC**  
8900 West 128th Street South  
Oklahoma, Oklahoma - 74450  
Phone: (918) 686-0564

OWNER/DEVELOPER:  
**Andy Franks**  
8900 South 273rd East Avenue - Suite B  
Broken Arrow, Oklahoma - 74014  
Phone: (918) 607-1890



THIS PLAT OF SURVEY MEETS THE OKLAHOMA  
MINIMUM STANDARDS FOR THE PRACTICE OF  
LAND SURVEYORS AS ADOPTED BY THE  
OKLAHOMA STATE BOARD OF REGISTRATION  
FOR PROFESSIONAL ENGINEERS AND  
LAND SURVEYORS.  
Sheet 1 of 2

**KNOW ALL MEN BY THESE PRESENTS:**

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

A tract of land located in the NW/4 of Section 36, T-18-N, R-15-E, Wagoner County, Oklahoma more particularly described as follows:  
Beginning at the NW corner of said Section 36; thence N-88°43'00"-E along the North line of said Section 36 a distance of 710.00 ft.; thence S-117°00'-E a distance of 225.00 ft.; thence N-88°43'00"-E a distance of 34.51 ft.; thence S-117°00'-E a distance of 371.51 ft.; thence S-41°49'15"-E a distance of 832.58 ft.; thence S-54°16'29"-W a distance of 31.95 ft.; thence S-35°43'31"-E a distance of 143.47 ft.; thence S-46°34'28"-W a distance of 601.95 ft.; thence S-88°40'45"-W a distance of 237.11 ft. to the West line of said Section 36; thence N-119°15'-W along the West line of said Section 36 a distance of 1730.81 ft. to the point of beginning. This described tract of land contains 37.17 acres more or less.

WHEREAS, the said owners have caused the above described property to be surveyed, plotted and staked in conformity with the plat thereon which they hereby adopt as the plat of the above described land as THE WOODS AT OAK GROVE, a subdivision in Wagoner County, Oklahoma.

NOW, THEREFORE, the undersigned owner does hereby dedicate for public use the streets shown on the accompanying plat, and do further dedicate the easements shown on the accompanying plat for the purposes of constructing, maintaining, operating, repairing, removing and replacing any and all telephones lines, 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 easements and rights-of-way, for the uses and 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 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:**

1. Except to houses on lots which may be served from overhead service lines, the underground service cables to all houses which may be located on all lots in said addition may run from the nearest service pedestal or transformer to the point of use determined by the construction of such house as may be located on each lot at the cost of the lot owner; 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 definitive, permanent, effective and exclusive right-of-way easement, 2.5 ft. on each side of the service cable, extending from the service pedestal or transformer to the service entrance of said house. The supplier of all such underground services through their proper agents and employees shall at all times have a right of access to all such easements shown on said plat, or provide for in this Deed of Dedication for the purposes of installing, maintaining, removing or replacing any portion of said underground services so installed by them. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The foregoing covenants concerning the underground facilities shall be enforceable by the supplier, and the owner of each lot agrees to be bound hereby.
2. No building material of any kind or character shall be placed or stored upon any lot for a period greater than thirty days prior to the start of any construction, and at no time shall such material be placed outside the boundaries of the lot owner's ownership. The construction period of any residence, garage, or accessory building shall be completed within nine months. During the construction period, each building site shall be kept orderly and it shall be the responsibility of the lot owner to ensure that all rubbish and construction litter be contained and properly disposed of.
3. No prefabricated, pre-assembled or modular dwelling or structure previously erected or used shall be moved onto any lot. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted, no mobile trailer, bus, tent, shack, garage, barn or other outbuilding shall ever be used as temporary or permanent dwelling or living space, or residence. This includes, trailer and mobile homes.
4. No noxious or offensive trade or activity shall be carried on upon any lot in the development nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.
5. All out buildings shall be of like construction as the main building and on cement floors only.
6. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 5 square feet advertising the property for sale or advertising the property during the construction period.
7. No business for the sale of products or services shall be conducted on property other than the sale of the property itself at any time.
8. All lots shall be used for residential purposes only.
9. No more than one residence shall be erected on any lot now shown on the plat.
10. No lot may be sub-divided or split to a lesser size than already shown on the plat.
11. All house plans and building plans must be approved by and in accordance with restrictions set forth by the developer.
12. No lot shall ever be used as a storage yard or re-building area for salvage, used or race cars, or stock cars.
13. Trucks with tonnage in excess of 34 tons shall not be permitted to park in the streets and no vehicle of any size which normally transports inflammable, explosive, or health hazardous cargo, may be kept in this development at any time. No vehicle shall be permitted to be parked or repaired in a front yard and not longer than 5 days in a back yard unless inside of a building, then only for personal use and not for business or resale. Campers or other recreational vehicles shall be parked on a covered concrete slab. All inoperative vehicles shall be kept in an enclosed garage and shall not be parked in the front yard or in the street.
14. No trash or any other refuse, shall be placed in the open on the lot, or along any street therein or adjacent thereof, nor shall any trash or refuse container be constructed or placed in such a manner that it can be seen from the street or adjacent properties. Any such receptacle shall be covered in such a manner to prevent the escape of noxious odors and prevent entrance and or exit of insect or animal life. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines or plants which die shall be removed from the property.
15. No animals or livestock except dogs or cats will be permitted. Only two each of dogs and cats will be permitted and shall not be kept, bred or maintained for commercial purposes.
16. All single family residences of one story in height shall have a minimum of 1250 square feet of living area. All square footage requirements of one and one-half story, shall have a minimum of 1250 square feet of living area. All square footage requirements are exclusive of garage and porches and are figured on measurements over masonry of living area. All residences shall have at least a two car garage.
17. No building or part thereof, except open porches and terraces, shall be constructed and maintained on any lot nearer to the front of the property line than the building line shown on the recorded plat of said addition, and no residence, garage, carport, or other accessory building shall be nearer than five (5) feet to any side lot line. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement.
18. No fence, whether ornamental or otherwise may be greater than six (6) feet in height, except for privacy screening adjacent to patios, which may be seven (7) feet in height.
19. A Home Owners Association will be created and formed. The purposes and by-laws will be enumerated in the creation of the Association.

In Witness Whereof, Andy Franks, being the sole owner of THE WOODS AT OAK GROVE plotted hereof, hereby approves the foregoing deed of dedication, covenants and restrictions this 19th day of September, 2001.

*Andy Franks*  
Andy Franks

STATE OF OKLAHOMA  
COUNTY OF WAGONER

Before me, the undersigned, a notary public in and for said County and State, on this 19 day of September, 2001, personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the owner and acknowledged to me that he executed the same as his 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.

*May 18, 2002*  
My Commission Expires

*Notary Public*  
Notary Public

**CERTIFICATE OF COUNTY TREASURER**

I, *Colleta Apez*, 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 all the Ad Valorem taxes have been paid to and including 2001.

Dated this 19 day of September, 2001

**WAGONER METROPOLITAN AREA PLANNING COMMISSION**

I, *Phil Edwards*, director of the Wagoner Metropolitan Area Planning Commission, do hereby certify that said Commission duly approved the plat THE WOODS AT OAK GROVE on this 11 day of September, 2001.

*Chairman*  
Chairman

**ACCEPTANCE OF DEDICATION OF CITY OF COWETA**

Be it resolved by the City Council of Coweta, Oklahoma, that the dedication shown on the attached Plat is hereby accepted. Adopted by the City Council of Coweta, Oklahoma, this 20th day of August, 2001.

Attest:

*Notary Public*  
Notary Public

*Notary Public*  
Notary Public

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*  
CHARLES K. HOWARD L.S. 297  
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA  
COUNTY OF MUSKOGEE

The foregoing certificate of survey was acknowledged before me on this 7th day of September, 2001.

My Commission Expires  
*October 23, 2002*

*Notary Public*  
Notary Public

