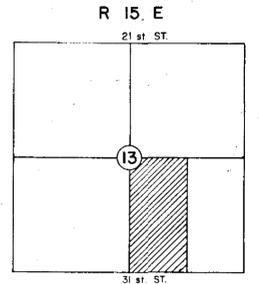


# THIRTY-FIRST STREET ACRES

## PLAT OF SURVEY

A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, OKLAHOMA.



LOCATION MAP  
SCALE: 1" = 2000'

OWNER - DEVELOPER  
MIDWAY INVESTMENT CO.

ENGINEER - SURVEYOR

J.D. DUNCAN FIELD ENGINEERING & SITE DEV. INC.  
416 W. FORT WORTH AVE.  
BROKEN ARROW, OKLAHOMA 74012  
918-258-3101

OKLAHOMA HEALTH DEPARTMENT CERTIFICATE  
I HEREBY CERTIFY THAT THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (O.H.D. BILL NO. 600).

DATE: Aug 4, 1981 SIGNED: Osca W. Sparks RPS  
CERTIFICATE OF WAGONER COUNTY TREASURER

APPROVED BY THE WAGONER CO. BOARD OF COUNTY COMMISSION

RECOMMEND FOR APPROVAL BY:  
THE WAGONER COUNTY METROPOLITAN PLANNING/ZONING COM.

DATE: 8-3-81 SIGNED: Allen Sale CHAIRMAN

### CERTIFICATION

I, L.B. CHEFFEY, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND.  
I FURTHER CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT PLAT OF THE SAME, THE DIMENSIONS OF THE PROPERTY, AND DISTANCES TO THE STREETS AND THERE ARE NO ENCROACHMENTS THEREON.



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of July, 1981, personally appeared Allen D. Farley, to me known to be the identical person who subscribed the name of the maker to the 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 said Corporation, for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.

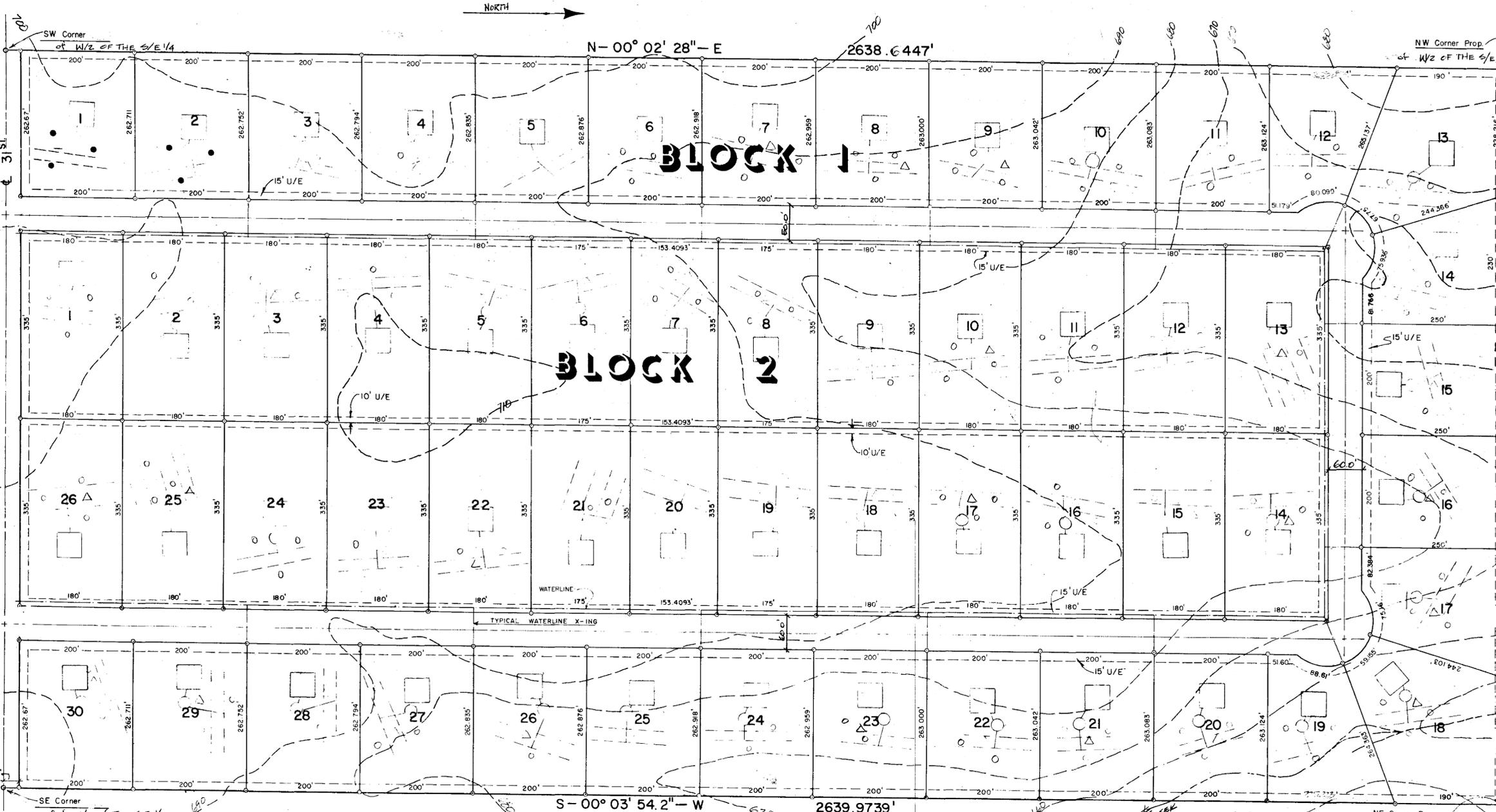
Donna Johnson  
Notary Public

My Commission Expires: 1-13-84 (SEAL)  
I, the undersigned, the duly qualified County Treasurer, of Wagoner County, Oklahoma, hereby certify that according to the 1981 tax rolls the taxes on the above description are paid.

Ruby M. Roberts, County Treasurer

To certify this reproduction to be made in accordance with Oklahoma Statute S. B. 877

TRIANGLE COMPANY



### PROTECTIVE COVENANTS AND RESTRICTIONS

- 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 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 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 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 facilities so installed by it.
- The owner of each lot shall be responsible for the protection of the underground electric 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 his agents or contractors.
- The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
- Each residential unit, either site-built or manufactured housing, shall consist of site-built structures, single-wide mobile homes and double-wide manufactured housing. Single-wide mobile homes shall be at least 56 feet in length. Double-wide manufactured housing shall contain at least 900 square feet of livable area exclusive of the garage. Site-built homes shall contain a minimum of 1,000 square feet

of livable area exclusive of the garage. Each residential unit must have a carport with concrete slab or a garage with concrete slab.

- The exterior walls of the residential unit placed on any home site shall be constructed of wood, textured siding, metal or masonry. Foundations shall be brick stone or masonry. Perimeter skirting shall be brick, wood, stone or masonry. Skirting, carport or garage, driveways and front porch shall be completed within 90 days from the date the residential unit is placed on a lot.
- The first purchaser of each lot in this subdivision may place a used manufactured home on his lot, provided the unit to be placed on the lot is approved by the developer and further provided that the lot owner complies with all other Restrictive Covenants of this subdivision.
- No noxious or offensive trade or activity shall be carried on upon any homestead nor shall anything be done thereon that may become an annoyance or a nuisance to the neighborhood. One lot may be used by developer as an office until all lots are sold.
- 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.
- All out buildings shall be new construction whether site-built or factory built. One residential unit per lot is permitted.
- All entrances from the street shall have drain tile, size approved by developer or County Commissioner of Wagoner County.
- Structures shall be located a minimum distance of 15 feet from any side lot line, and 25' from ANY FRONT LOT LINE.
- No swine or horse shall be kept on any lot.

WITNESS our hands and seal on this 31st day of July, 1981 at Tulsa, Tulsa County, Oklahoma.

ATTEST (seal) MIDWAY INVESTMENT COMPANY

Mary L. Smith, Secretary  
Allen D. Farley, President

KNOWN ALL MEN BY

THESE PRESENTS,

That Midway Investment Co., a corporation is the owner of the West half of the Southeast Quarter of Section 13, Township 19 North, Range 15 East, Wagoner County, Oklahoma.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked into lots and streets in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as THIRTY FIRST STREET ACRES, an addition in Wagoner County, Oklahoma.

AND, the undersigned OWNER hereby dedicates for the public use the streets as shown and all utility easements as shown 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, electrical power lines and transformers, gas lines and water lines together with all fitting 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 use and purposes aforesaid, together with similar rights in each and all streets shown on said plat; 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 to ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all public streets shown on said plat, and over, across and along all strips of land included with the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the areas included in said plat and to any other areas.

AND, 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 OWNER, its successors and assigns, and the adjacent OWNERS abutting the tract, their successors and assigns, do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.