

STATE OF OKLAHOMA  
WAGONER COUNTY  
FILED OR RECORDED

1985 NOV 15 PM 2:11

JERRY FIELDS  
COUNTY CLERK

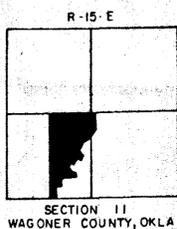
# TWENTY FIRST STREET ACRES THIRD

A SUBDIVISION OF PART OF THE NW/4 SE/4 AND A PART OF E/2 OF THE  
SW/4 OF SECTION II, TOWNSHIP 19 NORTH, RANGE 15 EAST WAGONER COUNTY  
STATE OF OKLAHOMA.

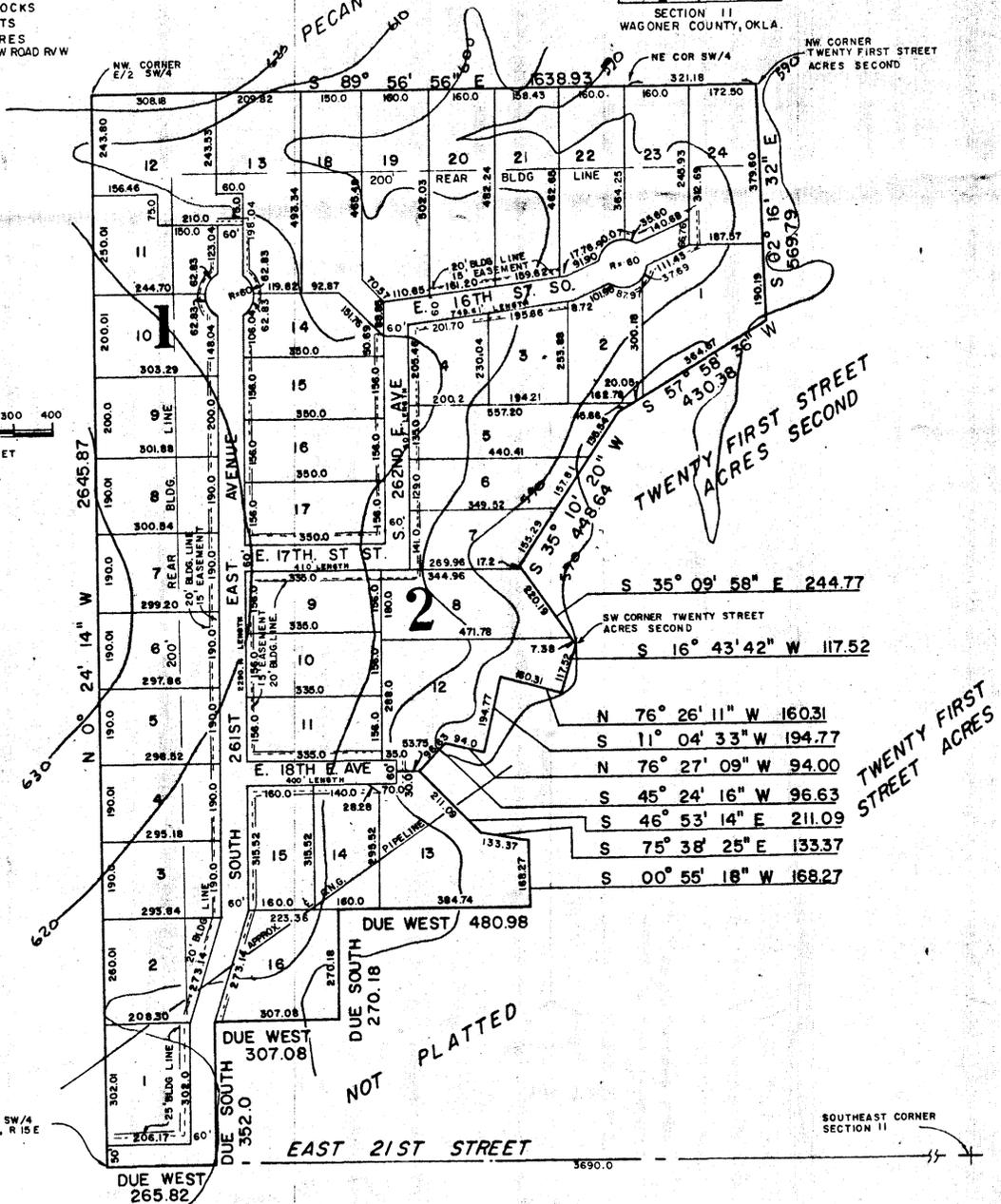
SURVEYOR:  
FARLEY & FARLEY INC.  
CATOOSA, OKLA.  
918-266-6322

OWNERS:  
PLANTATION PROPERTIES  
25695 E. 71ST ST  
BROKEN ARROW OK 74012  
AND  
JEFFERSON G. GREER

CONTAINS:  
2 BLOCKS  
40 LOTS  
54.63 ACRES  
4461.67' NEW ROAD R/W



PECAN RIDGE  
EAST



SW CORNER E/2 SW/4  
SECTION II T 19 N, R 15 E

SOUTHEAST CORNER  
SECTION II

### CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:  
THAT THE PLANTATION PROPERTIES, INC., a Corporation, is the Owner of an undivided one-third interest, and JEFFERSON G. GREER, Individual, an undivided two-thirds interest in a tract of land described as follows:

Beginning at the Southwest corner of the East Half of the Southwest Quarter (2/2 SW/4) of Section 11, Township 19 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma; thence North 0° 4' 14" West a distance of 244.87 feet to the Northwest corner of the East Half of the Southwest Quarter (1/2 SW/4); thence South 89° 56' 56" East a distance of 1638.93 feet to the Northwest corner of TWENTY-FIRST STREET ACRES SECOND; thence South 07° 16' 32" East a distance of 569.79 feet along the West line of TWENTY-FIRST STREET ACRES SECOND; thence South 57° 58' 36" West a distance of 430.38 feet; thence South 35° 10' 20" West a distance of 448.64 feet; thence South 35° 09' 58" East a distance of 244.77 feet to the Southwest corner of TWENTY-FIRST STREET ACRES SECOND; thence South 16° 43' 42" West a distance of 117.52 feet; thence North 76° 26' 11" West a distance of 160.31 feet; thence South 11° 04' 33" West a distance of 194.77 feet; thence North 76° 27' 09" West a distance of 94.00 feet; thence South 45° 24' 16" West a distance of 96.63 feet; thence South 46° 53' 14" East a distance of 211.09 feet; thence South 75° 38' 25" East a distance of 133.37 feet; thence South 00° 55' 18" West a distance of 168.27 feet; thence Due West 480.98 feet; thence Due South 270.18 feet; thence Due West 307.08 feet; thence Due South 352.00 feet to the South line of Section 11; thence Due West 265.82 feet to the Point of Beginning.

WHEREAS, the said OWNERS have 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 TWENTY-FIRST STREET ACRES THIRD, an Addition in Wagoner County, State of Oklahoma.

AND, the undersigned OWNERS hereby dedicate 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 fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereon 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 OWNERS hereby reserve 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 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 OWNERS, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenant for the mutual benefit of the undersigned OWNERS, their 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.

PROTECTIVE COVENANTS AND RESTRICTIONS:

1. 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 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.

Overhead pole lines for the supply of electric service may be located along the street right-of-way in this Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition. Supply lines may 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.

2. 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.

3. The owner of each lot shall be responsible for the protection of the underground electric facilities 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.

4. 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.

5. 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 36.0 feet in length. Double-wide manufactured housing shall contain at least 900.0 square feet of livable area exclusive of the garage. Site-built homes shall contain a minimum of 1,000.0 square feet of livable area, exclusive of the garage. One residential unit per lot is permitted. Except Lot 1, Block 1, shall be utilized for site-built homes only, no mobile home or manufactured housing shall be permitted on lot 1, Block 1.

6. 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, driveways and front porch shall be completed within 120 days from the date the residential unit is placed on a lot.

7. The first purchaser of each lot in this Addition 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 Addition.

8. 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.

9. 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.

10. All out-buildings shall be neat in appearance and shall be constructed of new materials or site-built. No inoperable autos shall be kept on the lot, nor parked on the street.

11. All entrances from the street shall have drain tile, size approved by developer or County Commissioner of Wagoner County.

12. Structures shall be located a minimum distance of 5.0 feet from any side lot line, and 20.0 feet from any front lot line.

13. No wire shall be placed on any lot.

WITNESS OUR HANDS and seal on this 8<sup>th</sup> day of November, 1985, at Tulsa, Tulsa County, Oklahoma.

ATTEST:

Mary L. Smith  
MARY L. SMITH, Secretary

PLANTATION PROPERTIES, INC.  
By: Wilton W. Works  
President  
Jefferson G. Greer  
JEFFERSON G. GREER

STATE OF OKLAHOMA ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State on this 8<sup>th</sup> day of November, 1985, personally appeared WILTON W. WORKS, President of PLANTATION PROPERTIES, INC., 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.

Given under my hand and official seal the day and year first above written.

My Commission Expires:  
9/1/89

Ray A. Blatop  
NOTARY PUBLIC

STATE OF OKLAHOMA ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State on this 8<sup>th</sup> day of November, 1985, personally appeared JEFFERSON G. GREER, 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 for the uses and purposes therein set forth.

Given under my hand and official seal the day and year first above written.

My Commission Expires:  
9/1/89

Ray A. Blatop  
NOTARY PUBLIC

### SURVEYOR'S CERTIFICATE

I, LEROY W. FARLEY, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into Lots, Blocks and Streets, the real estate and premises dedicated as TWENTY-FIRST STREET ACRES THIRD, in Wagoner County, Oklahoma, and that the attached Plat is a true and correct representation of said survey showing the length, width and depth of all Lots and Blocks, and the names, widths, boundaries and extensions of all the streets.  
IN WITNESS WHEREOF, I set my hand and official seal this \_\_\_ day of \_\_\_\_\_, 1985.

OKLAHOMA STATE HEALTH DEPARTMENT CERTIFICATE  
The Oklahoma State Health Department hereby certifies that this Plat is approved for the construction of individual sewage disposal systems.  
Date: 11-12-85, 1985 Signed: JOShultz

RECOMMENDED FOR APPROVAL BY:  
The Wagoner County Metropolitan Planning/Zoning Commission  
Date: 11-5, 1985 Signed: Fanny R. Allison  
Chairman

CERTIFICATE OF COUNTY TREASURER  
I hereby certify that the 1984 and all prior taxes have been paid on this described property.  
Date: 11-12-85, 1985 Signed: James [Signature]  
Wagoner County Treasurer

APPROVED BY THE WAGONER COUNTY BOARD OF COUNTY COMMISSION  
Date: 11-12, 1985 Signed: W.C. Jones  
Chairman

