

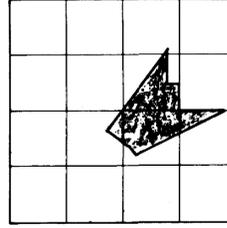
DEED OF DEDICATION

# ED WRIGHT'S TWIN BAYS ADDITION

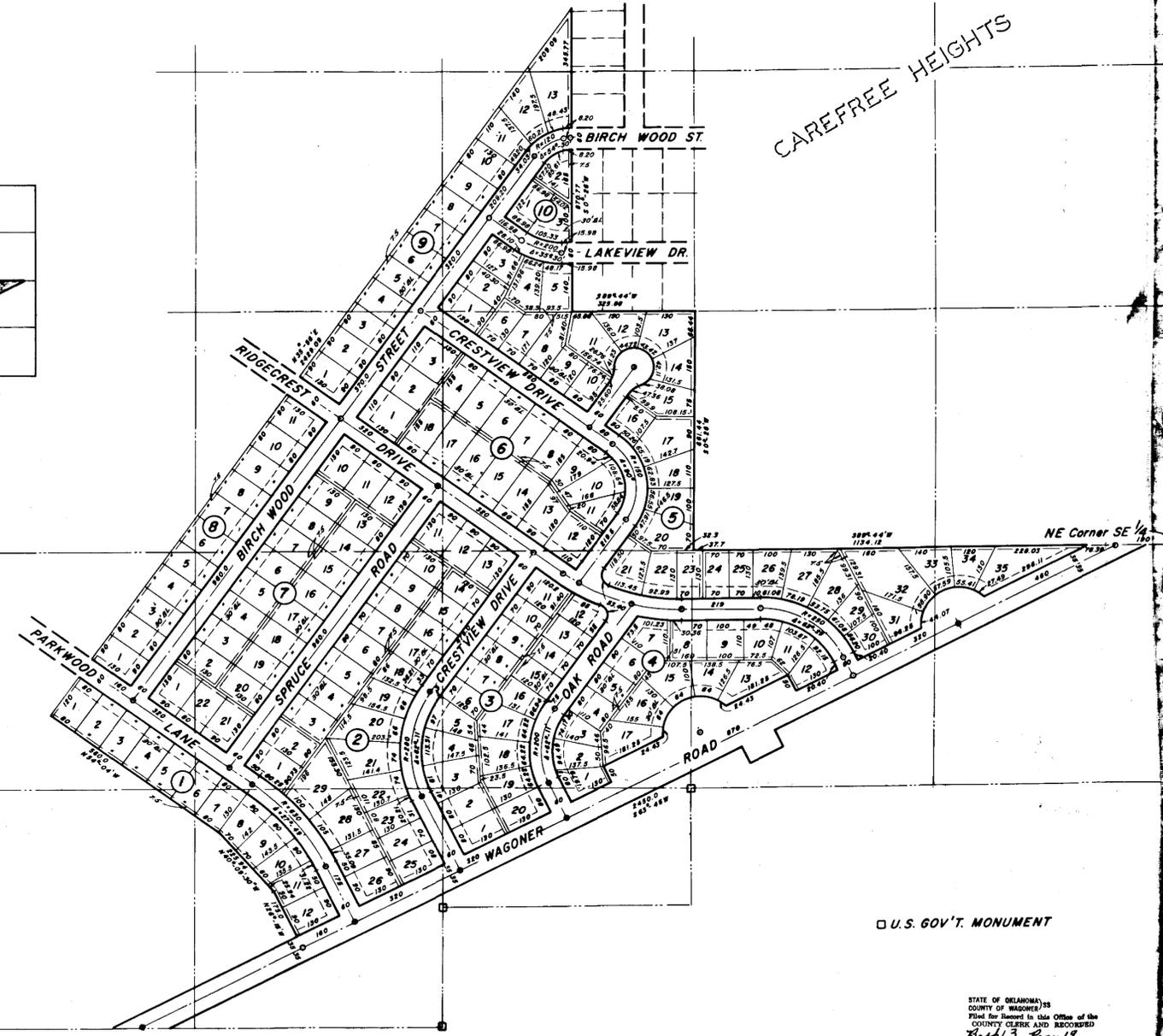
## WAGONER COUNTY, OKLAHOMA

SCALE 1" = 200'

CAREFREE HEIGHTS



SEC. 7, T17N, R19E



SW Corner NE 1/4, SW 1/4

U.S. GOV'T. MONUMENT

STATE OF OKLAHOMA  
COUNTY OF WAGONER  
Filed for Record in this Office of the  
COUNTY CLERK AND RECORDED  
Book 3 Page 19  
MAY 10 1965  
AT 9:20 AM  
J. C. JOHNSON, County Clerk

KNOW ALL MEN BY THESE PRESENTS:  
THAT WHEREAS, ED WRIGHT and MAMIE LEA WRIGHT, husband and wife, and THE SNUG HARBOR VILLAGE, INC. are the owners of the following described real estate, situated in Wagoner County, State of Oklahoma, to-wit:  
A tract of land in Section 7, T 17 N, R 19 E of the Indian Base and Meridian, all in Wagoner County, Oklahoma, particularly described as follows, to-wit:  
Beginning at a point 190.0 feet West of the Northeast corner of the N 1/2 of SE 1/4, said point being on the centerline of a Government road; thence S 63° 45' W a distance of 2450 feet along the centerline of the Government road to a point, right-of-way widths vary as shown on the plat; thence N 26° 15' W a distance of 175.0 feet to a point; thence N 40° 09' 30" W a distance of 225.94 feet to a point; thence N 50° 04' W a distance of 560.0 feet to a point; thence N 35° 56' W a distance of 2429.09 feet to a point in the West boundary of the Carefree Heights Addition; thence S 0° 26' W along the West boundary of the Carefree Heights Addition a distance of 870.77 feet to the Southwest corner of the Carefree Heights Addition; thence S 89° 44' E along the South boundary of the Carefree Heights Addition a distance of 325.88 feet to a point, said point being the Northwest corner of S 1/2, SE 1/4, NE 1/4; thence S 0° 26' W along the East boundary of the said S 1/2, SE 1/4, NE 1/4 a distance of 661.44 feet to the Southwest corner of said S 1/2, SE 1/4, NE 1/4; thence S 89° 44' E along the South boundary of the said S 1/2, SE 1/4, NE 1/4 a distance of 1134.12 feet to the point of beginning, the parcel containing 59.03 acres more or less.  
WHEREAS, the above named owners have caused the above described tract to be surveyed, staked, platted and sub-divided into lots and blocks, and streets, and have designated the same as ED WRIGHT'S TWIN BAYS ADDITION, an addition in Wagoner County, Oklahoma,

NOW THEREFORE, the undersigned owners do hereby dedicate for public use all of the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets. Now for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants, for the mutual benefit of themselves and their successors in title, to the subdivision of said land, hereinafter referred to as lots and blocks, the undersigned do hereby impose the following restrictions and reservations and create easements which shall be binding upon them, their successors and assigns, to-wit:

RESTRICTIONS

- No lot shall be used for other than residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one [1] single family dwelling with private attached garage, for not more than two [2] cars for each such dwelling.
- No dwelling of less than 800 square feet in area, exclusive of garages, porches, and breezeways, shall be permitted on any lot.
- No building shall be located on any lot nearer to the front line, nor nearer to the side street line than the minimum building setback line shown by the plat, in any event, no building shall be located on any lot nearer than five feet to any side line or property line, and for the purpose of this covenant, open porches shall be considered a portion of building.
- 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 purpose.
- No trade or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- No wall, hedge or other barrier with a height of more than six feet shall be erected on or placed on any lot, nor shall any wall, hedge or other barrier with a height of more than three feet be erected or placed nearer to the street than the minimum setback lines shown on the recorded plat.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- The architecture of new construction and future alterations shall be harmonious with the area. All styles and types of architecture shall be subject to the approval of a Review Committee to be established.
- No building of any description shall be moved from any other location to any lot in this addition.
- The undersigned owners further dedicate to the public forever, easements and right-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing a any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines, streets and roads, together with all fittings and equipment for each of such facilities, including the poles, wire, conduits, pipes, valves, meters and any other appurtenances thereupon belonging with the right of ingress and egress upon said easement and right-of-way for the uses and purposes aforesaid, together with a similar right in each and all of the streets shown on said plat; provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and re-lay, water lines, sewer lines and streets and roads, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying, over, across and along all strips of land included within the easement shown thereon, both for the purpose of furnishing water and sewer service and/or street access to the area included in said plat and to any other area.
- That these covenants are to run with the land and shall be binding on all the parties and all the persons claiming under them until the first day of January, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the owners of the lots in said subdivision, it is agreed to change the covenants in whole or in part.
- That if the parties hereto or any of them or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate any of the covenants, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing, or to recover damages or other dues from such violation.
- Invalidation of any of these covenants by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Wagoner, Oklahoma, this 15<sup>th</sup> day of April, 1965.

State of Oklahoma ] ss  
County of Wagoner ]  
Seal of Snug Harbor V. H. Inc. Turned under at left  
Ed Wright  
Mamie Lea Wright

Before me, a Notary Public, in and for the said County and State, on this 16 day of April, 1965, personally appeared Ed Wright and Mamie Lea Wright, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb 27-1966  
Notary Public

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Wagoner, Oklahoma, this 15 day of April, 1965.

ATTEST: Mamie Lea Wright Secretary  
State of Oklahoma ] ss  
County of Wagoner ]  
Seal Turned under  
Snug Harbor Village, Inc.  
Ed Wright President

On this 16 day of April, 1965, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ed Wright and Mamie Lea Wright who acknowledged to me that they are the President and Secretary of Snug Harbor Village, Inc., and that Snug Harbor Village, Inc., is the Owner of the above property and have signed the above instrument of their own free will.

Subscribed and sworn to this 16 day of April, 1965.  
My commission expires Feb 27-1966  
Notary Public

SURVEYOR'S CERTIFICATE

We hereby certify that, at the instance of Ed Wright and Mamie Lea Wright, husband and wife, and Snug Harbor Village, Inc., we did survey the tract described hereon, and that the subdivision of the tract as shown hereon is a true and correct representation of lots, blocks and streets according to the survey.

HOLWAY ENGINEERS, INC.  
By Jewell T. Wood

State of Oklahoma ] ss  
County of Tulsa ]  
Before me, a Notary Public in and for said County and State, on this 13<sup>th</sup> day of April, 1965, personally appeared Jewell T. Wood, to me known to be the identical person who executed the 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.  
My commission expires MARCH 14, 1966  
Sheldon A. Connor  
Notary Public

I hereby certify that all taxes, including the 1964 taxes have been paid in full, according to records in the office of the Wagoner County Treasurer  
W. P. Miller, County Treasurer

Vacated