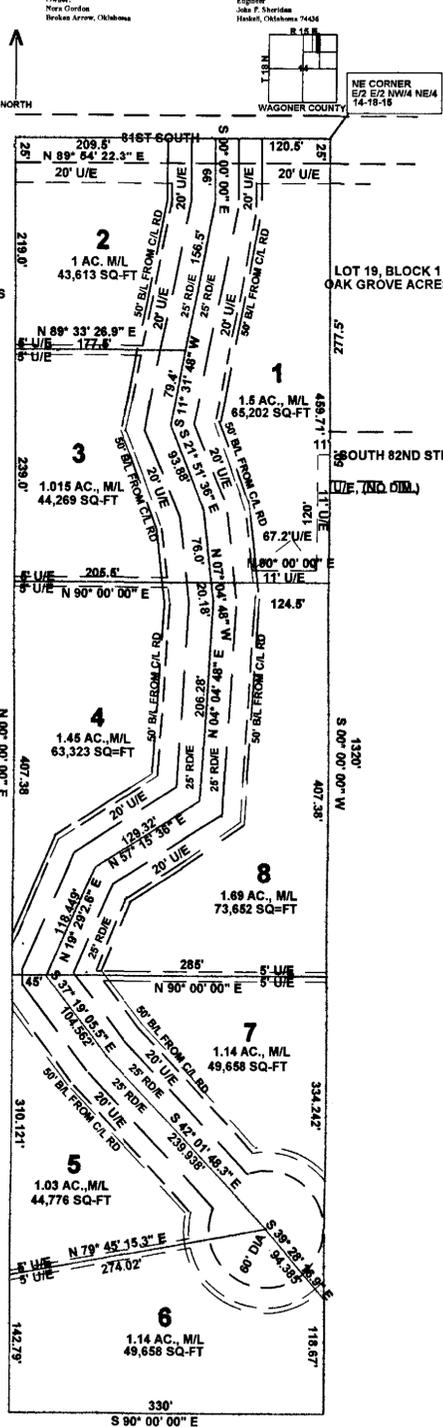


# WILLIAMSBURG ESTATES

EAST 330 FEET E/2 NW/4 NE/4 SECTION 14, T18N, R15E  
WAGONER COUNTY, OKLAHOMA  
EIGHT LOTS  
10/27/2001



## WILLIAMSBURG ESTATES

### CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That NORA GORDON is the owner of the following described property, situated in the Wagoner County, Oklahoma, to-wit:

#### LEGAL DESCRIPTION

The East 330 feet of the E/2 NW/4 NE/4 of Section 14, Township 18 North, Range 15 East of the IB&M, Wagoner County, Oklahoma, containing 10 acres, more or less.

and she has caused the above property to be surveyed, platted, and subdivided into 8 lots and one block in conformity with the accompanying plat, and as designated the same as "WILLIAMSBURG ESTATES", an addition in the County of Wagoner, State of Oklahoma.

#### SECTION I

##### A. UTILITY EASEMENTS

The undersigned owner further dedicates to the public for future use forever, easements and street rights of way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, cable television, together with all fittings 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 to said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on said plat.

##### B. ELECTRIC SERVICE AND TELEPHONE

In connection with the installation of underground electric and telephone all of the lots are subject to the following:

- Overhead pole lines for the supply of electric and telephone services may be located along the East and West of the subdivision. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines shall be located underground in the easement ways reserved for general utilities and streets shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages may be also located in such easement ways.
- 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 and of cable television service shall thereafter be deemed to have 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 owner shall be responsible for the protection of the underground service 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 its agents or contractors.

- The foregoing covenants concerning underground electric and telephone shall be enforceable by the supplier of electric and telephone and the owner of each lot agrees to be bound thereby.

#### SECTION II

##### WATER, OVERLAND DRAINAGEWAY, WALL FENCE AND SIGN EASEMENT

In connection with the provision of water service, all of the lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains located on his lot and shall prevent the alteration of grade in excess of three (3) feet from the original contours or any construction activity which may interfere with said public water mains facilities. Said alteration of grade restrictions shall be limited to easement areas.

Rural Water District No. 4, Wagoner County or its successors will be responsible for ordinary maintenance of public water mains 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.

Rural Water District No. 4 and its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement ways shown on said plat, or provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

Pavement or landscape repair within restricted water line, or utility easements as a result of water or sewer line repairs due to breaks and failures shall be borne by the owner(s) of the lot(s).

The foregoing covenants concerning the water facilities shall be enforceable by Water District No. 4 or its successors, and the owner of the lot agrees to be bound hereby.

##### SEPTIC TANKS

Within this subdivision, sewage is initially intended to be disposed of by individual septic tank disposal systems, which are subject to regulation, by the Oklahoma Department of Environmental Quality

Subsequent to installation of the septic system, no drive, paving, swimming pool, or building shall be constructed over the area of the lot containing the septic tank lateral lines.

#### OVERLAND DRAINAGEWAY

In connection with the provisions for overland drainage, retention, and storage, this property is subject to the following overland drainage easement:

The area designated on the accompanying plat as overland drainage easement is hereby established by grant of the owners as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, retention and storage, and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainage way areas should be in accordance with the following.

- Banks and side slopes shall be maintained in their present condition.
- Grades and slopes of banks shall not be altered in any way.
- Grass areas shall be mowed (in season) at regular intervals not to exceed 4 weeks.
- Concrete appurtenances shall be maintained in good condition and replaced if damaged.
- Area within easements shall be kept free of debris.

#### WALL, FENCE AND SIGN EASEMENT

Along the East, West and South property lines of the sub-division, a solid privacy fence may be erected as a fence easement, one (1) foot width from property line.

Along the North, property line(s) of Lot 1 and 2 there may be erected a decorative fence, entry and sign advertising WILLIAMSBURG ESTATES.

#### SECTION III RESTRICTIONS AND COVENANTS

For the purpose of providing an orderly development of the Subdivision, and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision. These covenants shall run with the land and shall be binding on all persons claiming under them, for a period of twenty-five (25) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the eight lotowners agreeing to change of such covenants, in whole or in part, is placed on record. These covenants are enforceable by any person or persons owning lots in the Subdivision, by appropriate action at law or equity to restrain violations. Invalidation of any one of these covenants shall in no way affect the validity of the other provisions herein contained.

All Owners of a lot on Williamsburg Estates shall be obligated to pay annual dues initially on each lot owned of \$180.00 per year to be used for improvement and/or expenses incurred after completion of development. Said dues shall be collected by the Developer until the subdivision is sold out, at which time lotowners may elect a lot owner to collect and escrow said dues in an account specifically set up for dues. Each year a report will be given to lotowners of dues collected and expenses incurred. Failure to pay said dues shall constitute a lien to be filed against said lot not paying dues. Should expenses exceed the annual income from dues, a majority of the lotowners may vote to increase the dues of the Association and they shall be the minimum amount necessary to maintain and support common areas of interest to the lotowners.

A Building Committee is hereby formed and shall approve all plans and location for any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Building Committee is composed of Nora Gordon, her assigns or heirs.

All lots of Williamsburg Estates shall be for single-family residential use only. No building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling with a garage for not less than 2 cars, unless approved in writing by the Building Committee except, as provided in Item No. 4

Outbuildings, not to exceed 1,000 square feet; shall be of the same general construction as the main residence, employing the same type of construction materials used in the main residence. No portable buildings are allowed. The Building Committee must approve any larger building. No galvanized, Pole Barn or metal building structures may be used and all others must have a wainscot of brick or stone or other material to match the residence.

No outbuilding shall be used for dwelling.

No building, residence, fence, retaining wall or any other type of improvement, shall be started on any lot until the Building Committee has approved the plans and specifications. No above ground swimming pools shall be allowed.

No lot therein contained may be subdivided, split, altered or changed in any way for the purpose of accommodating two or more separate owners or dwellings.

Each lot shall receive and drain in an unobstructed manor storm and surface waters from lots and drainage areas of higher elevations and from public streets and easements.

No residential structure shall be erected on any lot with less than 2100 square feet of living space, exclusive of 2 car garage, carport and porches. One and one-half or two story dwellings will not have less than 1500 square feet ground floor area.

No garage door shall be left open for an unreasonable time period.

No residential structure shall be erected or maintained nearer to the front or side street lines than the building set back lines. No side yard building line should be less than 20 feet on each side of a house, except as restricted by easements and building lines. Unless approved by architectural committee

All exterior walls of all residential and garage construction shall be of at least 65% masonry, balance being in glass, wood or stucco. Excluded are aluminum siding and concrete block of any sort. Painted concrete brick or heavyweight, wood-like composition shingles may be used upon written permission of the Building Committee.

Septic tank systems must be in accordance with the requirements set forth by the State of Oklahoma Health Department, and each system shall be privately maintained.

No trade, business or other noxious or offensive activity shall be permitted nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. A professional office shall be allowed inside primary dwelling, however, no signage advertising business shall be permitted other than the initial sales office for the model home.

No lot shall be permitted to become in an unsightly or "Junk" condition, nor shall any junk or trash be allowed to accumulate thereon. No vehicles are to be parked, or stored on grass areas.

No animals or fowls shall be kept or permitted to remain upon any tract in the addition except domestic and household pets, provided any such pets are not kept, bred or maintained for any commercial purpose. No more than four of any kind of animal, and will be kept restrained at all times.

No trailer, tent, basement only, shack, garage or other buildings previously erected shall at any time be used as a residence, temporarily or permanent.

No boats, trailer, campers (mobile or otherwise) or like recreational equipment shall be stored on any lot unless enclosed in garage or screened from view from any direction. Recreational vehicles may be parked on private driveways not longer than a period of seventy-two (72) hours.

No inoperative vehicles or machinery shall be stored or parked on any lot and each lot shall be kept free from weeds, brush, and high grass, and trash and rubbish shall not be permitted to accumulate upon any lot.

No advertising sign or structure shall be erected, placed or maintained on any lot, except one sign of not more than five square feet advertising the property for sale, and signs erected by the owner builder, or developer to advertise the development or particular property during the construction and sales period. Such signs must be on private property and not in street right of way. However, a model home & sales office for the developed shall be permitted until development is sold out.

Roof requirements as follows:

- No metal roofs.
- No flat roofs.
- Roof color shall be weathered wood or earth tones.
- Wood shake shingles or composition shakes allowed.

No trash receptacles are to be visible from the street side of any residence & shall be enclosed with privacy fencing.

No exposed clothes line poles or other outdoor drying apparatus will be permitted on any lot. No garbage cans or trashcans are to be visible from the street.

So long as a rural type mailbox is in use in Williamsburg Estates by United State Postal Service, all mailboxes in Williamsburg Estates shall be made of brick or stone to conform to house. The mailbox shall be positioned so that it is accessible from the curb. The top of the mailbox shall be 42" from street level.

Boundary fences, whether ornamental or otherwise, shall not be erected more than 72 inches in height. Wooden or "stockade" fences or chain link fence may only be used for back yards or around swimming pool areas, and shall not exceed further than the rear corner of house. Wood fences, as approved, will be kept stained, oiled or painted. All fence designs must be approved by the Building Committee. Privacy fences with a maximum of 7 feet high around patios will also be permitted. No chain link or barbed wire fences may be used in front of house. No fence will be built that impedes the flow of water across the lot or adjacent lots. The existing barbed wire fencing on back boundary of property may be left; however, when replaced, must be replaced with product other than barbed wire.

Walks or driveways will be brick, concrete or asphalt. River gravel may be used for walkways or drives when compatible to design of residence. Each lot will be allowed two (2) entrances. All drive access from the road will be across an approve culvert, whose size and design must be approved by the Building Committee. Each house shall have at least a 20' deep concrete or asphalt pad in front of garage.

No building shall be constructed on any lot in this addition, which exceeds a height of more than 2 stories except as approved by the Building Committee.

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drive access from the road will be across an approve culvert, whose size and design must be approved by the Building Committee. Each house shall have at least a 20' deep concrete or asphalt pad in front of garage.

No building shall be constructed on any lot in this addition, which exceeds a height of more than 2 stories except as approved by the Building Committee.

All television or radio antennas must be screened from public view from any direction.

Building setback lines must be at least 50 feet from the center of the road.

All culverts for driveways will have concrete, metal, corrugated plastic or masonry headwalls not to exceed more than 6' above the adjacent driveway.

No discharge of firearms within the limits of Williamsburg Estates shall be permitted.

Semi-trailers and semi-trailer trucks shall not be allowed or parked on or repaired on within Williamsburg Estates. No mechanical work on automobiles shall be performed on driveways.

No garage sales shall occur in subdivision other than a joint neighborhood garage sale planned on twice per year.

#### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SERVABILITY

##### A. ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

##### B. DURATION

Section III of these covenants shall remain in full force and effect until April 1, 2025, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended or amended as Section I and II may be amended from time to time by consent of the Wagoner County Planning Commissioners or as otherwise provided by law.

##### C. SEVERABILITY

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.

In the event the parties hereto or their successors, heirs, or assigns, shall violate or breach any of the above covenants, any person or persons owning any lot in Williamsburg Estates shall have the right to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to compel compliance with such covenants contained herein by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force or effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this day of

2001.

By Nora J. Gordon  
Nora J. Gordon  
Developer

STATE OF OKLAHOMA )  
COUNTY OF WAGONER )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED NORA J. GORDON TO ME KNOWN TO BE THE IDENTICAL PERSON THAT SUBSCRIBED HIS NAME TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE DID SO AS HER OWN FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

#### CERTIFICATE OF SURVEY

I, John F. Sheridan, a registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my knowledge.

Witness my hand and seal this 1 day of October, 2001.

#### CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I, hereby certify that the above noted sub-division, WILLIAMSBURG ESTATES is approved for the use of Public water supply and for individual septic tanks.

By [Signature]  
Environmental Supervisor of the Oklahoma  
Department of Environmental Quality.

#### CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, Brenda Robertson, Chairman of the Wagoner County Planning Commission do here now certify that the proposed sub-division of WILLIAMSBURG ESTATES has been processed through the Wagoner County Planning Commission with approval for acceptance.

[Signature]  
Brenda Robertson, Chairman, Wagoner County Planning Commission.  
CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, Jim Hargrove, Chairman of the Board of Commissioners of the Wagoner County Board of Commissioners do here now approve the acceptance of WILLIAMSBURG ESTATES as a sub-division of Wagoner County.

#### CERTIFICATE OF WAGONER COUNTY TREASURER

I do here now state that the taxes have been paid for the year 1999 and prior years for those properties here in listed to be designated as WILLIAMSBURG ESTATES.

[Signature]  
Wagoner County Treasurer

#### CERTIFICATE OF WAGONER COUNTY CLERK

I, Jerry Field, the County Clerk of Wagoner County do here now state the sub-division called WILLIAMSBURG ESTATES has been filed into Wagoner County Records.

[Signature]  
Jerry Field, Wagoner County Clerk.