

DEED OF DEDICATION AND RESTRICTIVE CONVENANTS

OAK RIDGE ESTATES I
AMENDED

AN ADDITION TO THE CITY OF CLAREMORE, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Scott Savage and Hope E. Savage, husband and wife, being the sole owners in fee simple absolute in and to the following described real property situated in Rogers, County, State of Oklahoma, to-wit:

The East 1/2 of the SW 1/4 less the South 1320' of the East 330' of Section 3, Township 21 North, Range 16 East in Rogers County, Oklahoma containing 70.00 acres, more or less.

have caused the same to be surveyed, staked, and platted into lots, blocks and streets and have caused the same to be named and designed as OAK RIDGE ESTATES I AMENDED, an addition to the City of Claremore, Oklahoma, and said owners hereby dedicate for public use all of the streets as shown on the attached plat and do hereby guarantee clear title to all land that is so dedicated and for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit of said owner and successors entitled to the subdivisions of said tract hereinafter referred to as lots do hereby impose the following restrictions and create the following easements to which it shall be incumbent upon the successor of said owner to adhere, to-wit:

(1) The covenants and restrictions herein contained shall run with and bind the land dedicated as "Oak Ridge Estates I Amended", for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This instrument may be amended during the first twenty (20) year period by an instrument executed by not less than 90% of the lot owners, and thereafter by an instrument executed by not less than 75% of the lot owners. Except as otherwise provided herein, any amendments hereto shall be prepared, executed and recorded in accordance with the laws of the State of Oklahoma pertaining to such matters.

(2) If the owner hereof, or its assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated within said subdivision to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant either to prevent his or them from so doing or recover damages for such violations.

(3) All plots or tracts within the subdivision shall be known as, used only for and designated as residential building plots and such shall be deemed to mean a plot used for a residence constructed for the occupancy of a single family except as to out buildings and except that a guest house may be provided considering the structure conforms to the basic style and some percentage of masonry of the main dwelling and occupied only by guest of the principal occupant family for occasional and temporary use, and no portion of said premises shall be used for commercial, industrial business or any other purposes than single family residential plots as herein defined; and no plot or tract, as designated by the official plat, shall be subdivided into any greater number of residential plots, nor into any residential plot or plots of smaller size than originally conveyed by the undersigned owners.

(4) a. All exposed foundations shall be of brick or stone, no concrete blocks, concrete bricks, poured concrete or other foundation surface will be exposed.

b. The exterior of all structures erected on any lot shall be constructed with a minimum of 65% masonry, unless otherwise approved by the developer.

(5) No structure of temporary character, such as a trailer, tent, shack, garage or barn shall be used on any plot at any time as a residence, either temporarily or permanently.

(6) All residential structures erected in the subdivision shall contain exclusive of garages and porches, a minimum of 2200 square feet of living area.

(7) No record owner of any plot herein shall allow trucks, trailer houses, trailers or other vehicles, larger than what is commonly referred to as pick-up truck size, to be parked on or about his premises overnight and no owner of any plot in this subdivision shall allow any vehicles or machines to remain on or about his premises when the same is what is commonly referred to as junk or salvage. Trailers, camper trailers, boats or other like recreational vehicles shall not be permitted to be parked outside of garage or carport, but shall be permitted inside of garage or carport.

(8) No house, building or other structure previously erected and used on any other site shall be moved into the above subdivision and placed upon any of the plots in said subdivision.

(9) No business, commercial or trade activity shall be carried on upon any plot. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become offensive to the harmony of the appearance of the neighborhood or an annoyance or nuisance to the neighborhood.

(10) a. No fence more than 6 feet in height will be permitted. Fences are to be no nearer than 10 feet from the front building line.

b. Ornamental fences only not exceeding 3 feet compatible to the architecture of the residence constructed of stone, brick, or brick and stone, brick and frame, stone and frame or split rails may be forward of the building line shown on the plat.

(11) There shall not be placed upon or permitted to remain upon any of the plots in said subdivision any advertisement, display, sign or billboard of any nature except that the owner of each plot may erect thereon a temporary "for sale" sign in an effort to sell such real property.

(12) No building shall be located on any plot or tract nearer to the front lot line than twenty-five (25) feet, nor nearer to any side plot line than 5 feet provided, however, that driveways, covers, steps and open porches shall not be considered as a part of such building structure, and provided, further, however, that this exception shall not be construed to permit any portion of a building on any plot to encroach nearer than 2 feet to any side plot line.

(13) Underground service cables to all houses which may be located on all lots in said subdivision 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 the electrical service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot covering a 5 feet strip extending 2 1/2 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance to said house. The supplier of electrical service through its proper agents and employees shall have at all times the right of access to all such easements and right-of-way shown on the said plat provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electrical facilities so installed by it. The owner of each lot shall be responsible for the protection of the underground facilities on his property and shall prevent the alteration of grade or interfere with said electrical facilities. Repair or cost of relocation required by violations of this covenant shall be paid for by the owner of the lot.

(14) All driveways shall be constructed of concrete or asphaltic concrete.

(15) The undersigned owners further dedicate to public use forever, the easements and rights-of-ways shown and designated on the plat for the general purposes of constructing, maintaining, operating, replacing any and all public utilities including the storm and sanitary sewers, telephone lines, electrical power lines, transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities and other appurtenances thereto with the right of ingress and egress upon said easements and rights-of-ways for the use and purposes aforesaid together with similar rights in each and all of the streets shown on said plat; PROVIDED HOWEVER, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over and across and along all of the public streets, alleys and easements shown on said plat and/or sewer services to the areas included in said plat and to any other areas.

(16) All persons, corporations, partnerships or other entities purchasing or acquiring title to any or all of the real property hereinbefore described subsequent to the filing for record of these restrictive and restrictive covenants in the Office of the County Clerk of Rogers County, Oklahoma, shall take the same subject to and be bound by all of the restrictions and limitations herein contained and by the acceptance of a conveyance therefore, thereby agree to be bound by and observe and keep all of such restrictive covenants and which shall be binding upon all of themselves, their heirs, successors, representatives and assigns.

(17) Termination or invalidation of any one or more of these covenants, provisions, restrictions and limitations by passage of time, operation of law, judgement or by court order, shall in no way affect any of the other conditions, limitations, provisions and restrictions which remain in full force and effect.

(18) The owner of any lot containing 2.25 Acres or more may have one (1) horse and must comply with City of Claremore ordinance #487.

WITNESS, this 6 day of February 1989.

Scott Savage
Scott Savage

Hope E. Savage
Hope E. Savage

STATE OF OKLAHOMA COUNTY OF ROGERS
Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of February, 1989, personally appeared Scott Savage and Hope E. Savage, husband and wife, to me known to be the identical persons who executed the within foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.
My Commission expires: 12/31/91

Richard L. Williams



CERTIFICATE OF SURVEY:

I, Randall R. Payne, a duly registered and competent Land Surveyor, do hereby certify that I have made a survey and platted into lots and blocks the property described above and the same to be known as OAK RIDGE ESTATES I AMENDED, an addition to the City of Claremore, Oklahoma, and that this is a true and correct representative of said survey.

Randall R. Payne
Randall R. Payne RLS #1282

ACCEPTANCE OF DEDICATION BY CITY COUNCIL:

Be it Resolved by the Council of the City of Claremore, Oklahoma that the dedications shown on the attached plat of "OAK RIDGE ESTATES I AMENDED" are hereby accepted.

Adopted by the Council of the City of Claremore, Oklahoma this 6th day of March 1989.

Approved by the Mayor of the City of Claremore, Oklahoma this 6th day of March 1989.

T. J. ...
Mayor

ATTEST:

Margaret ...
City Clerk

CITY PLANNING COMMISSION APPROVAL:

I, M. E. Williams, Director of the City of Claremore-Rogers County Metropolitan Area Planning Commission, do hereby certify that the said Commission duly approved the annexed plat of OAK RIDGE ESTATES I AMENDED on the 6th day of OCT 1988.

M. E. Williams

CERTIFICATE OF COUNTY TREASURER:

I, *John P. ...*, County Treasurer of Rogers County, Oklahoma, do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the annexed plat and certify that all taxes for the year 1987 and previous years have been paid and that a security deposit in cash in an amount equal to the sum charge upon the last tax rolls in my office against said tract plus 25% additional has been made to cover tax charges for the taxable year 1988.
Dated this 7 day of Feb 1989.

John P. ...
County Treasurer