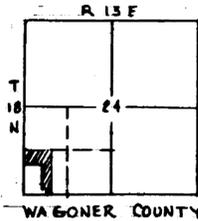
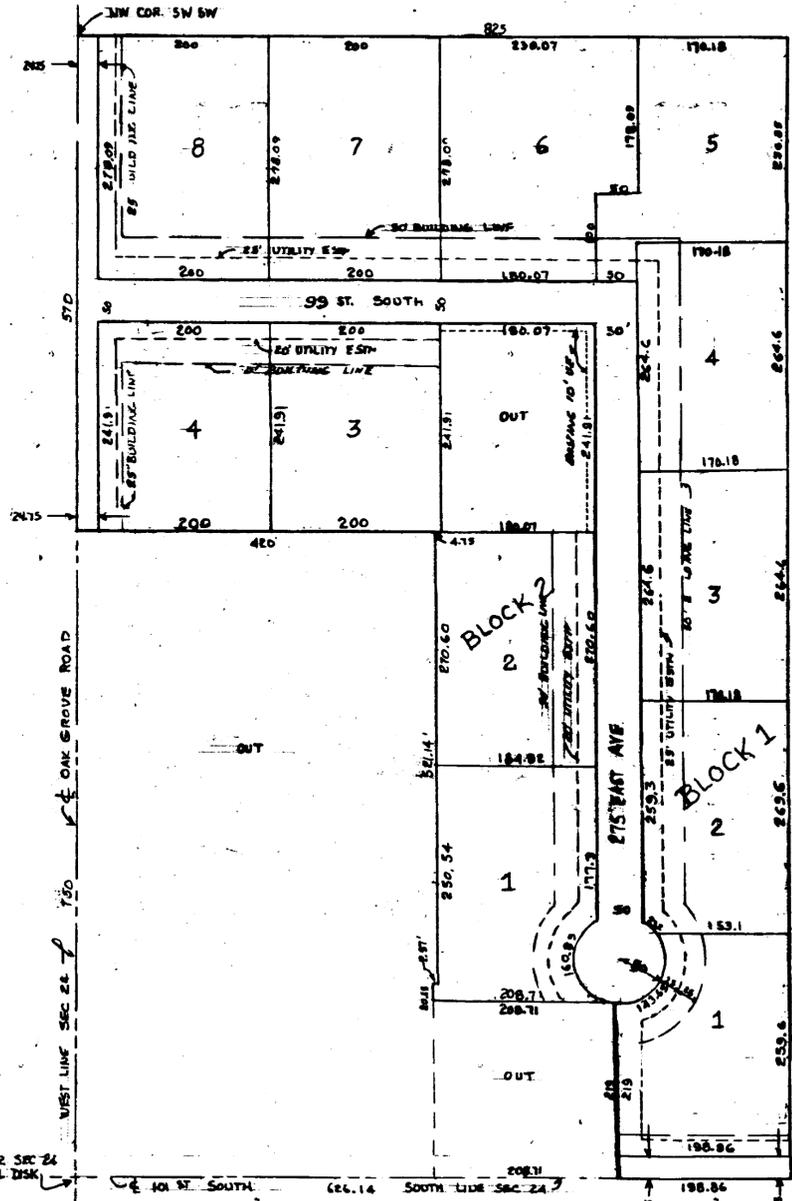


101ST STREET-OAK GROVE ACRES

SUB-DIVISION OF PART OF SW SW OF SECTION 24, T18N,
R 15 E OF THE I.B.M., WAGONER COUNTY, OKLAHOMA.



15.79 AC.
12 LOTS



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOWN BY ALL MEN BY THESE PRESENTS THAT: Glenn Dale Gilstrap, Judy Kay Gilstrap are the OWNERS of the following described property:

Beginning at a point 417.43 feet East and 208.71 feet North of the SW corner of Section 24, T18N, R15E of the I. B. & M., Wagoner County, Oklahoma THENCE: North 20.15 feet, Thence East 2.57 feet, Thence North 521.14 feet, Thence East 184.82 feet, Thence North 241.91 feet, Thence West 180.07 feet, Thence South 241.91 feet, Thence West 424.75 feet, Thence North 570 feet to the NW corner of SW SW, Thence South 1320 feet, Thence West 198.86 feet, Thence North 219 feet, Thence West 208.71 feet to the point of beginning, containing 15.79 acres, more or less

That the OWNERS of the above described property have caused the same to be surveyed, staked and platted into lots, blocks and streets and utility easements and have caused the same to be named "101ST STREET OAK GROVE ACRES" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the public use the streets as shown on the attached plat, and do hereby guarantee clear title to all the lands dedicated as streets or utility easements, and for the purpose of providing adequate restrictive covenants for the mutual benefit to the now owners and to the successor in title, to the subdivision of the said tract, herein referred to as lots, do hereby impose the following restrictions which it shall be incumbent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming rights under them until December 30, 2005 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is then agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate, or attempt to violate any of the covenants here, it shall be lawful for any other person owning any real estate situated in said development or subdivision or other property owned by the owners within 300 feet of the boundaries of subject subdivision to prosecute to any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him, her or them from doing so. Invalidity of any of these covenants by judgement, vote or court order shall in no way effect any of the other provisions and they shall remain in full force and effect.

1. Lots may be used for only, residential, one single family dwelling.
2. No building shall be located nearer than 50 feet from the front of the lot, nor nearer than 7 feet of any side lot line.
3. No noxious trade or activity shall be carried in, upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No commercial business of any kind or nature shall be conducted on the residential lots. No part of property described shall be used for the maintenance care or housing of cattle, swine, poultry, or horses.
4. Each tract shall be permitted to construct a small storage shed, not to exceed 3/4 the height of the residential dwelling, and must be maintained and kept in clean and orderly condition.
5. No site built dwelling will be erected on any lot where the living area is less than 1200 square feet exclusive of the open porches and garages. Exposed exterior wall area exclusive of doors, windows and gable area and shall be 40% masonry.
6. Each unit may consist of site-built or manufactured housing. Shall consist of site-built structures, single-wide mobile homes or doublewide 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.
7. The exterior walls of the site built (non-manufactured) structure built or place upon upon any lot in the subdivision shall be constructed of wood, textured siding, metal or masonry.
8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, or for the storage of motor vehicles not in use by the occupant of the lot, or for the repair of motor vehicles of any kind.
9. All individual sewage disposal systems shall be constructed, equipped and maintained in accordance with the standards of the Oklahoma State Health Department.
10. No sign of any kind shall be displayed to the public view on any residential 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 sign used by a builder to advertise the property during the construction and sales period.
11. The under signed OWNER further dedicates to the public use, forever the easements and 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 utilities including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines, water lines together with the rights-of-way, the right of ingress and egress upon said easements for the uses and purposes afore said. Provided also that the OWNER hereby reserves the right to construct, maintain and to operate, lay and relay over, across and along, all of the public streets shown in said plat, and across and along all strips of land included within the plat easements shown thereon, both for the purpose of furnishing water and or sewer service to the area included in said plat and to any other area.

12. Underground Utilities
 - (A) Overhead pole lines for the supply of electric service may be located along the North, West, East, other limits of the subdivision. Street lights or standards will be served by underground cable and elsewhere throughout said subdivision all supply lines shall be located underground in the easement-ways for the general utility services and streets shown on attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement-ways.
 - (B) Underground service cables to all houses may be located on all lots in said subdivision, may be run from the nearest service pedestal of transformer to the point of usage determined by the construction of such house as may be located upon each lot provided that upon installation of such a service cable to a particular house, the supplier of the electric service shall thereafter be deemed to have a definite permanent effective and exclusive right-of-way easement on said lot covering a five (5) foot strip extending 2.5 feet on either side of such service cable extending from the service pedestal or transformer to the service entrance on said house.
 - (C) The supplier of electric and telephone services, through their proper agents and employees shall at all times have the right of access to all 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.
 - (D) The owners of each lot shall be responsible for the protection of the underground electric and telephone facilities located on this property, shall prevent the alteration of grade or any construction activity which may interfere with the said electric and telephone facilities. Repairs or cost or relocation required by violation of covenant shall be paid by owner of the lot.
 - (E) The foregoing covenants shall be enforceable by the supplier of the electric and telephone services and the owner of each lot agrees to be bound.

IN WITNESS WHEREOF on this 9th day of March 1986

Glenn Dale Gilstrap
GLENN DALE GILSTRAP
Judy Kay Gilstrap
JUDY KAY GILSTRAP

State of Oklahoma)
County of Wagoner) ss

Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this 9th day of March 1986 personally appeared the identical persons who subscribed the name of the makers thereof to the foregoing instrument as owners and acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My commission expires
MY COMMISSION EXPIRES JUNE 5, 1990

M. Kathryn Long
M. Kathryn Long
Notary Public

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

John F. Sheridan
John F. Sheridan

State of Oklahoma)
County of Wagoner) ss
Before me the undersigned, a Notary Public in and for said County and State, on this 20th day of March 1986, personally appeared John F. Sheridan 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 seal of office the day and year above written.
My commission expires
3-22-89

Ernest M. Hill
Ernest M. Hill
Notary Public

I, the Treasurer of Wagoner County, State of Oklahoma certify that the 1985 taxes have been paid.

Jimmie Cardwell
Jimmie Cardwell
Wagoner County Treasurer

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.

1-28-86
Date
Don Head, RPS
Don Head, RPS
Wagoner County Health Department

Approved by the Wagoner County Metropolitan Area Planning Commission

Date 1-29-86 Wagoner County Metropolitan Area Planning Commission

Larry R. Collins
Larry R. Collins