

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, JOE E. STEED and BERNADINE B. STEED, husband and wife, are the owners of the following described real estate, situated in Wagoner County, State of Oklahoma, to-wit:

A tract of land that is part of Lot-2, and part of the East 1/2 of the NW 1/4 of Section-7, T-18-N, R-15-E, Wagoner County, Oklahoma, said tract being described as follows, to-wit: Beginning at a point on the North line of said Section-7, said point being 30' North of the N.E. corner of Lot-4, Block-1, Angus Acres Addition; thence Due East, along the North line of Section-7, for 528'; thence South 0°-15'-59" East for 690.29'; thence Due West for 198'; thence South 0°-15'-59" East for 1080.98'; thence North 89°-49'-43" West for 140'; thence South 0°-15'-59" East for 50'; thence North 89°-49'-43" West for 1464.51' to the West line of Section-7; thence North 0°-15'-37" West for 330' to a point that is 165' South and 25' West of the S.W. corner of Lot-1, Block-3, Angus Acres Addition; thence South 89°-49'-43" East for 1304.47'; thence North 0°-15'-59" West for 1490.29' to the Point of Beginning.

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 "Angus Acres 2nd Addition" a subdivision 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

- 1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-story detached single family dwelling with private garage, for not more than two (2) cars.
2. No dwelling of less than 1100 square feet in area, exclusive of garages, porches, and breezeways, shall be permitted on any lot, except that no dwelling placed on any of Lots 5, 6, 7, and 8, Block-1, shall have less than 1500 square feet of floor area, exclusive of garages, porches, and breezeways.
3. 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 (5) feet to any side line or property line, and for the purpose of this covenant, open porches shall be considered a portion of a building. Residences constructed upon said lots shall be of rock or brick on front to at least window height, except that the outside walls of dwellings on Lots 5, 6, 7 and 8, Block-1, shall be at least 50% masonry construction.
4. There shall be no goats, sheep, or swine kept upon said lots, or any of them.
5. No obnoxious or offensive 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.
6. No wall, hedge or other barrier with a height of more than 6' shall be erected on or placed on any lot, nor shall any wall, hedge or other barrier with a height of more than 3' be erected or placed nearer to the street than the minimum setback lines shown on the recorded plat.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
8. 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.
9. No building of any description shall be moved from any other location to any lot in this addition.
10. 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 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 thereunto 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.
11. 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 1st day of September, 1964 at which time said covenants shall be automatically extended for successive periods of 5 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.
12. 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.
13. 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 Broken Arrow, Oklahoma, this 29 day of August, 1958.

Signature of Joe E. Steed, JOE E. STEED

Signature of Bernadine B. Steed, BERNADINE B. STEED

STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss

Before me, the undersigned, a Notary Public, within and for the State of Oklahoma, on this 29 day of August, 1958, personally appeared Joe E. Steed and Bernadine B. Steed, 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 acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and official seal of office the day and year last above written.

My commission expires December 4, 1961

Signature of Francis M. Field, Notary Public

CERTIFICATE OF SURVEY

We, the Sisemore Surveying Service, hereby certify that we have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks and streets and that the attached plat designated as ANGUS ACRES SECOND ADDITION in Wagoner County, Oklahoma, is a true representation of said survey.

DATED at Tulsa, Tulsa County, Oklahoma, this 29 day of August, 1958.

SISEMORE SURVEYING SERVICE

Signature of H. B. Sisemore, Owner

STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of August, 1958, personally appeared H. B. Sisemore, to me known to be the identical person who subscribed the name of SISEMORE SURVEYING SERVICE to the foregoing certificate as a member of said firm, 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 such firm, for the uses and purposes therein set forth.

My commission expires December 4, 1961

Signature of Francis M. Field, Notary Public

STATE OF OKLAHOMA )
COUNTY OF WAGONER ) ss
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED
Plat Book 2 Page 16 + 17
SEP 2 1958
AT 9 14 O'Clock
JACK G. JONES, County Clerk
James D. Williams