

Deed of Dedication and Restrictive Covenants

State of Oklahoma }
County of Wagoner }SS

Know all men by these presents: that Bradley Mechanical Contracting Inc., a corporation, is the sole owner of real estate in Wagoner County, Oklahoma, described as follows, to wit:

The East Half of the Southwest Quarter of Section 6, Township 18 North, Range 15 East.

It hereby certifies that it has caused the same to be surveyed, staked and platted into lots, blocks, and streets, as shown on the attached plat, which it hereby adopts under the name of "Arrow Village Mobile City", and it hereby dedicates for public use forever, all streets as shown on this plat and does hereby warrant clear title to all of said land that is so dedicated. For the purpose of providing an orderly development of the entire addition, it hereby creates the following restrictions which shall be incumbent upon its successors.

1. All lots within the addition shall be known, designated and used solely as one-family residential mobile home plots, except the tracts described as "Reserve A Shopping Center", which may be used for business purposes and "Reserve B Playground and Recreation Hall" which may be used as a playground park and recreation facilities.
2. No structure shall be located, placed or permitted to remain on any residential building plot other than a mobile home not less than 40 feet in length and other outbuildings incidental to the residential use of a mobile home plot. Skirting of approved design and material shall be installed on all mobile homes.
3. No mobile home, skirt, fence, outbuilding, storage facility, canopy, patio, shrub or tree shall be erected or placed on any mobile home plat in this addition until the plans and specifications showing the type and location have been approved in writing as to conformity and harmony of external design with existing improvements in the addition by a committee. In the event of the death or resignation of either member of said committee, the remaining member shall have full authority to designate a successor. In the event said committee, or its designated representative, fails to approve or disapprove within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties provided that the record owner or owners of "Reserve A" shall have a total vote equivalent to 24 residential lots, and the record owner or owners of "Reserve B" shall have a total vote equivalent to 49 residential lots.
4. No mobile home shall be located on any lot nearer than 10 feet to the front or to the side lot lines.
5. No residential plot shall be subdivided into smaller mobile home lots.
6. Only one mobile home except those specifically manufactured to be joined together shall be permitted on any one residential plot.
7. The parking or storage of unused or unlicensed motor vehicles is prohibited on any residential plot.
8. No commercial activity, trade, or business, shall be carried on at any time and no noxious or offensive activity shall be carried on, nor shall any lot owner do anything on his lot that may be or become a nuisance.
9. No structure previously used other than a mobile home shall be moved onto any residential plot. Structures of a temporary character such as tents, shacks, or other outbuildings shall not be used on any residential plot as a temporary residence. All mobile homes shall be connected to sewer and water, electricity and/or gas.
10. All mobile homes, residential plots and improvements thereon shall be maintained in a manner commensurate with the overall appearance of the subdivision.
11. No fences, walls, shrubs or trees over 3 feet in height shall be installed on the front portion of any residential plot between the front lot line and the front set back line.
12. A perpetual easement is reserved over the rear ten feet of each lot besides various other easements as shown on the attached plat for utility installation and maintenance. All utilities except for street lights and the primary electric around the perimeter of the addition shall be installed underground within these easements. No structures nor improvements shall be permitted in these easements.
13. 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. Such household pets shall not be permitted to run at large.
14. No building materials of any kind or character shall be placed or stored upon the property until owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed on the easements.

See Note at bottom

These restrictions shall run with the land and shall be binding upon all persons claiming under them until Jan. 1, 1987, at which time they shall automatically be extended for successive periods of ten years unless changed or revoked by a majority of the property owners by written instrument duly recorded. If one of the parties hereto, or any of the, or their heirs or assigns, shall violate any of the provisions herein, it shall be lawful for any other person or persons owning any real estate in said addition, to prosecute any proceeding at law or in equity against person or persons violating or attempting to violating any such restrictions, and either prevent him from so doing, or to recover damage or other dues for such violation.

In witness thereof, we the undersigned officers of Bradley Mechanical Contracting Inc., a corporation, have set our hand on this the 23 day of September, 1966.

ATTEST:

Robert A. Brown
Robert A. Brown
Secretary

Bradley Mechanical Contracting Inc.
Lewis G. O'Haver
President

State of Oklahoma }
County of Payne }SS

Before me, the undersigned, a Notary Public, within and for the State of Oklahoma, on this the 23 day of September, 1966, personally appeared Lewis G. O'Haver, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President 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 said corporation, for the uses and purpose therein set forth.

Witness my hand and official seal the day and year last written above.
My commission expires December 13, 1967

Certificate of Survey

Sherry Ann Sester

I, Fred Doll, a duly qualified and competent surveyor, and County Surveyor of Creek County, Oklahoma, hereby certify that I have carefully and accurately surveyed, staked, and platted into lots and streets, the above described property to be known as "Arrow Village Mobile City", and have set iron pins at all lot corners and that the above plat is a true and correct representation of that survey.

Witness my hand and official seal on this the 23 day of September, 1966.

Fred Doll
Fred Doll
County Surveyor
Registered Land Surveyor 1152

State of Oklahoma }
County of Creek }SS

Before me, the undersigned, a Notary Public, within and for the State of Oklahoma, on this the 23rd day of September 1966, personally appeared Fred Doll, to me known to be to me the identical person who executed the foregoing Certificate of Survey 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.

Witness my hand and official seal the day and year last written above.
My commission expires July 9, 1969

Treasurer's Certificate

Ruth Napier
Ruth Napier
Notary Public

I, Evie P. Miller, the undersigned County Treasurer of Wagoner County, Oklahoma, hereby certify that there are no taxes due or unpaid on the above described property.

Sept. 23, 1966
Date

Evie P. Miller
Evie P. Miller
County Treasurer

Note: Committee to be composed of Bill Lambert and Harland Wells or thier authorized representative.