

BROOKSHIRE MOBILE HOME ADDITION

WAGONER COUNTY OKLAHOMA
SECTION 34 T-19-N, R-15-E

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That BROOKSHIRE DEVELOPMENT CO., INC. is the owner of the following described real estate, to wit:

The North Half of the North Half of the Southwest Quarter of the Northwest Quarter (N/2 N/2 SW/4 NW/4) of Section 34 Township 19 North, Range 15 East, Wagoner County, Oklahoma, LESS A tract of land commencing at a point 140 feet South of the Northeast corner of the N/2 of the N/2 of the SW/4 of the NW/4 of Section 34, Township 19 North, Range 15 East; thence South for a distance of 50 feet; thence West 13.79 feet; thence following the concave of a 40 feet radius in a Northerly direction for a distance of 54.02 feet to a point 13.79 feet West of the point of beginning; thence 13.79 feet East to the point of beginning.

That BROOKSHIRE DEVELOPMENT CO., INC., being the owner of the above described property, has caused the same to be surveyed, staked and platted into lots, streets and utility easements, and has caused the same to be named and designated as "BROOKSHIRE MOBILE HOME ADDITION", a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and it hereby dedicates for the public use, the streets as shown on the attached plat, 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 itself and its successors in title, to the subdivision of said tract, hereinafter referred to as lots, does hereby impose the following restrictions and create the following easements to which it shall be incumbent to its successors to adhere.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, until August 1, 1980, at which time said covenants shall be automatically extended for successive periods of five years, unless by a vote of the majority of the then owners of the lots, it is 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 herein, it shall be lawful for any other person or persons owning any real estate situated 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, and either to prevent him or them from so doing, or to recover damages or other dues for such violation. 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:

- (a) East lot shall be used for only one single mobile or modular home.
- (b) No mobile home, addition to mobile home, or erection of any other structure shall be located or erected nearer than 25 feet from the front lot line, nor shall any mobile home, addition to the mobile home, or any other building or carport, be located nearer than 10 feet from the side lot lines.
- (c) No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No part of the property described in said plat shall be used for the maintenance, care or housing of swine, poultry, goats, sheep, cattle, or horses, with the exception of Lots 11 and 12, upon which one horse will be permitted on each of Lots 11 and 12; providing the purchasers of Lot 11 and Lot 12 shall have purchased the adjoining lot for the installation of their mobile home. No commercial business of any kind or nature shall be conducted on the above described property or any part thereof.
- (d) There shall be permitted to be erected or moved onto each lot, a storage building not to exceed 120 square feet, and to be constructed of like material or matching material of the mobile home, with the exception of Lots 11 and 12 upon each of which shall be permitted the construction of a small barn not to exceed the height of a mobile home, and which must be kept in an orderly condition at all times.
- (e) Construction of carports, attached garages or additions to the mobile home shall be permitted and must be of like or matching material of the mobile home.
- (f) No basement, tent, shack, garage, barn or other out-building erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence. No conventional type of dwelling shall be erected on any lot.
- (g) No mobile home which is less than 12 feet in width or less than 50 feet in length, or double wide mobile home which is less than 24 feet wide and 40 feet long, excluding open porches or garages, shall be moved onto or installed on any lot. All mobile homes shall be skirted with like or matching materials of mobile home exterior, and shall be skirted within 60 days following installation of a mobile home.
- (h) All dogs and household pets shall be kept within a chain link fenced yard. No fence on any lot shall exceed 72 inches in height.
- (i) All individual sewage systems shall be constructed in such manner as to meet all requirements set out by the County and State Health Departments concerned.
- (j) No accumulation of trash, junk, garbage, building materials, old automobiles or automobile parts, or litter of any nature, which will distract from the

appearance of the addition will be permitted on any lot. All trash and garbage shall be kept in a closed container. No trash, garbage, or litter shall be burned on any lot when trash and garbage hauling service is available.

- (k) The undersigned owner further dedicates to the public use forever the easements and right-of-ways 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 sewers, sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with the rights of ingress and egress upon said easements and rights-of-ways for the uses 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 over, across and along all of the public streets shown in said plat, and over, across and along all strips of land included within the 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.
- (l) Overhead pole lines for the supply of electric service may be located along the West 10 feet of Lots 1 and 22. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be located in said easement-ways.
- (m) Except to mobile homes on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all mobile homes 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 mobile home as may be located upon each lot; provided that upon the installation of such a service cable to a particular mobile home, the supplier of electric service shall thereafter be deemed to have a 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 mobile home.
- (n) The supplier of electric service, through its proper agents and employees, shall at all times have the right of access to all such 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 by it.
- (o) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or costs of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

In Witness Whereof, the Brookshire Development Co., Inc. has caused these presents to be executed this 19th day of August, 1970, at Broken Arrow, Oklahoma.

ATTEST:

BROOKSHIRE DEVELOPMENT CO., INC.

By A. C. Shingrey
President

Nina Ruth Smith
(Seal) Secretary

STATE OF OKLAHOMA)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 19th day of August, 1970, personally appeared W. C. Winfrey & [redacted] 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 such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

W. C. Winfrey
Notary Public

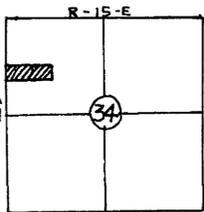
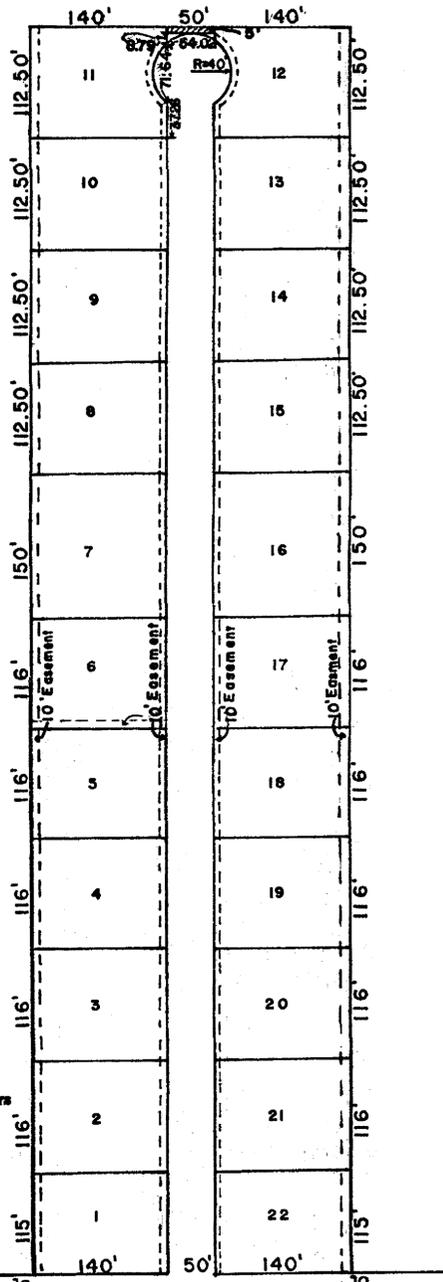
My Commission Expires 12-6-70

CERTIFICATE OF SURVEY

I, the undersigned, of Tulsa County, Oklahoma, hereby certify that I have, at the instance of the owner designated above, made the above described survey, and that the accompanying Plat is a true and correct representation of said survey.

BILL COX, Jr. (Registered Engineer)

Bill Cox Jr.



NOTE: Iron Pins Located On All Corners

LEGAL DESCRIPTION:

The N.1/2 of The N.1/2
of The S.W. 1/4 of The N.W.1/4
of Section 34 T-19-N, R-15-E
Wagoner County, Oklahoma
Containing 10 Acres ±

SURVEY BY: Bill Cox Jr.
Route 1, Bixby Okla.

I hereby certify that all taxes including 1969 taxes are paid on the N.1/2 of N.1/2 of SW.1/4 of NW.1/4 of Section 34, Township 19 North, Range 15 East of the Indian Meridian, Wagoner County, Oklahoma.

Signed August 24, 1970.

W. P. Miller
Wagoner County Treasurer