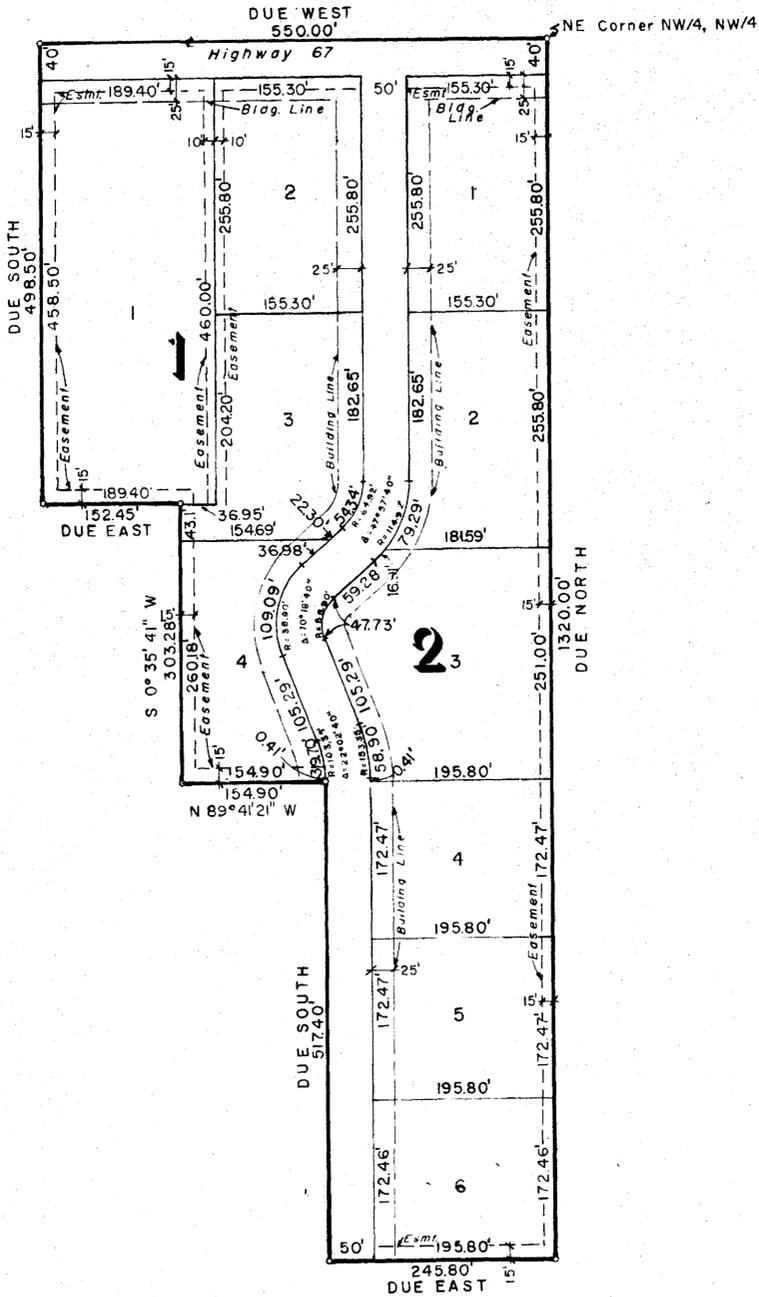
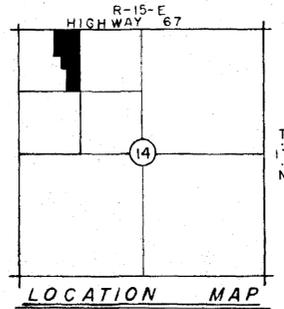


# AMENDED CEDAR ADDITION

A TRACT OR PARCEL OF LAND LOCATED IN  
THE NW/4 OF NW/4 OF SECTION 14, T-17-N,  
R-15-E, WAGONER COUNTY, OKLAHOMA



STATE OF OKLAHOMA )  
COUNTY OF WAGONER ) ss.  
Filed for Record in 15th Office of the  
COUNTY CLERK AND RECORDED  
Plat Book 6 Page 36  
SEP 25 1974  
AT 1:12 pm O'CLOCK  
JACK C. JONES, County Clerk  
By *[Signature]* Deputy



0 50 100 200  
SCALE 1" = 100'

### OWNER

DALE KEELE  
INTERNATIONAL BUILDING & SUPPLY INC.  
822 N. ELM PL.  
Broken Arrow, Oklahoma 74012  
918-251-2581

### ENGINEER

SPRADLING & ASSOCIATES  
5157 East 51st Street South-Suite 105  
Tulsa, Oklahoma 74135  
918-622-7274

2 Blocks  
10 Lots  
12 Acres

Dwg. No. 74036-3

### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That DALE KEELE and INTERNATIONAL BUILDING & SUPPLY INC., being the sole OWNERS of the property hereinafter described has caused said property, to-wit:

A tract of land in the NW/4 of the NW/4, of Section 14, Township 17 North, Range 15 East, Wagoner County, Oklahoma, being more particularly described as follows:

Beginning at the NE corner of NW/4 of the NW/4; thence Due West 550.0 feet to a point; thence Due South 498.5 feet to a point; thence Due East 152.45 feet to a point; thence S00°35'41" W to a point; thence N89°41'21" W-154.9 feet to a point; thence Due South 517.4 feet to a point; thence Due East 245.8 feet to a point; thence Due North along the East boundary line of the NW/4 of the NW/4 to the point of beginning and containing 12.0 Acres more or less to be surveyed, staked and platted into lots, blocks and streets in conformity to the plat annexed hereto and have same to be named and designated "CEDAR ADDITION AMENDED", an Addition in Wagoner County, Oklahoma.

The OWNERS being desirous of establishing a uniform system of development of said property and preserving the character thereof as principally a residential subdivision, do hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said property and any person accepting conveyance thereof, shall take the same subject to such conditions, restrictions, and protective covenants and by accepting such covenants, shall be deemed to have assented thereto and shall be entitled to all benefits and to have assumed all responsibilities: to-wit:

1. All lots shall be for residential purpose only; building setback lines shall be as shown on the recorded plat. No structure will be permitted to be built closer than 10 feet from the side property lines.
2. No more than one residence will be permitted on any lot as platted or as may be created by a lot split approved by the proper officials. No lot shall be created by such a lot split that shall contain less than (1) acre of area and have less than 100 foot frontage on a platted street.
3. All houses or other residences of any kind must be completely modern and septic tanks must be in accordance with the Wagoner City-County Health Departments requirements.
4. No trade, business, or activity of any kind shall be carried on upon any residential lot. Nor shall anything be done thereon which is noxious, offensive, or that is or may become an annoyance to the neighborhood.
5. No vehicles or machinery of any kind that is in the process of being torn down, repaired, or in any state of junk which creates an unsightly appearance will be permitted to be parked on the street or on any portion of the property for a period exceeding 2 weeks. The construction or maintenance of signs, billboards, or advertising structures of any kind is prohibited except that one sign advertising the sale or rental of property shown on the recorded plat is permitted provided it does not exceed 2' x 3' in size.
6. The invalidation of any of these covenants or restrictions shall in no way affect any of the others.
7. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions stated herein, it shall be lawful for any person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating the same to prevent such violation or to recover damages therefore.
8. These covenants shall run with the land and shall be binding upon the undersigned OWNERS and on all persons claiming under the OWNERS until July 1, 1994, after which time, said covenants shall be deemed automatically extended for successive periods of 10 years unless changes in whole or in part by an instrument in writing signed by the owners of a majority of all lots in said Addition and duly filed for record in the office of the County Clerk of Wagoner County, Oklahoma.
9. Easements for the installation, use, service and maintenance of public utilities are reserved for the use of the public utilities upon the lots as shown upon the recorded plat.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 25<sup>th</sup> day of September, 1974.

*[Signature]*  
DALE KEELE

*[Signature]*  
INTERNATIONAL BUILDING & SUPPLY INC.  
JAKE LOGGINS  
President

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public in and for said State on this 25<sup>th</sup> day of September, 1974, personally appeared Dale Keele and Jake Loggins to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: March 14, 1978

### CERTIFICATE OF SURVEY

I, Jack L. Spradling, the undersigned, a registered Professional Engineer, hereby certify that I have staked with iron pins and platted the above described tract of land designated as "CEDAR ADDITION", an Addition to Wagoner County, State of Oklahoma, and that the above plat is a true and correct representation of said survey.

Dated this 24 day of September, 1974.

*[Signature]*  
REGISTERED PROFESSIONAL ENGINEER  
and SURVEYOR

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 24 day of September, 1974, personally appeared Jack L. Spradling 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 the day and year last above written.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires Oct. 30, 1976

*[Handwritten notes and signatures]*  
I, Ruby M. Roberts, Wagoner County Treasurer, certify that according to the 1973 Tax Roll tapes, all paid on the above description. 9-25-74

The Oklahoma State Department of Health certifies that this plat is approved for the construction of a sewage disposal system.  
(public or individual)  
SIGNED Walter Allen R. P. S. Date 9-25-74  
Wagoner County Health Department