

DAWN ESTATES

AN ADDITION TO THE CITY OF WAGONER, WAGONER COUNTY, OKLAHOMA

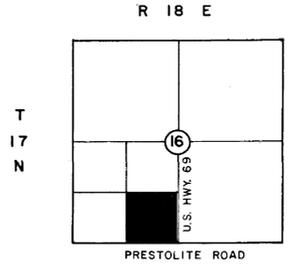
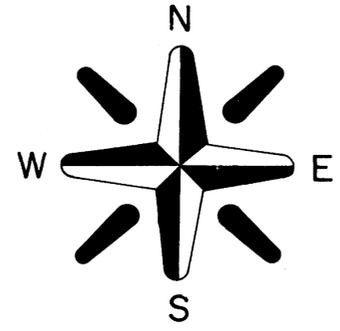
PART OF THE SE/4 SW/4 SEC. 16, T17N, R18E
WAGONER LUMBER CO. - OWNER & DEVELOPER
 133 N. MAIN ST. WAGONER
 PHONE 485-2164 OKLAHOMA

MANSUR-DAUBERT - WILLIAMS, INC.
 CONSULTING ENGINEERS
 1648 S. BOSTON TULSA, OKLAHOMA
 JULY 15, 1977 DWG. REG. NO. 77-DW38-11553

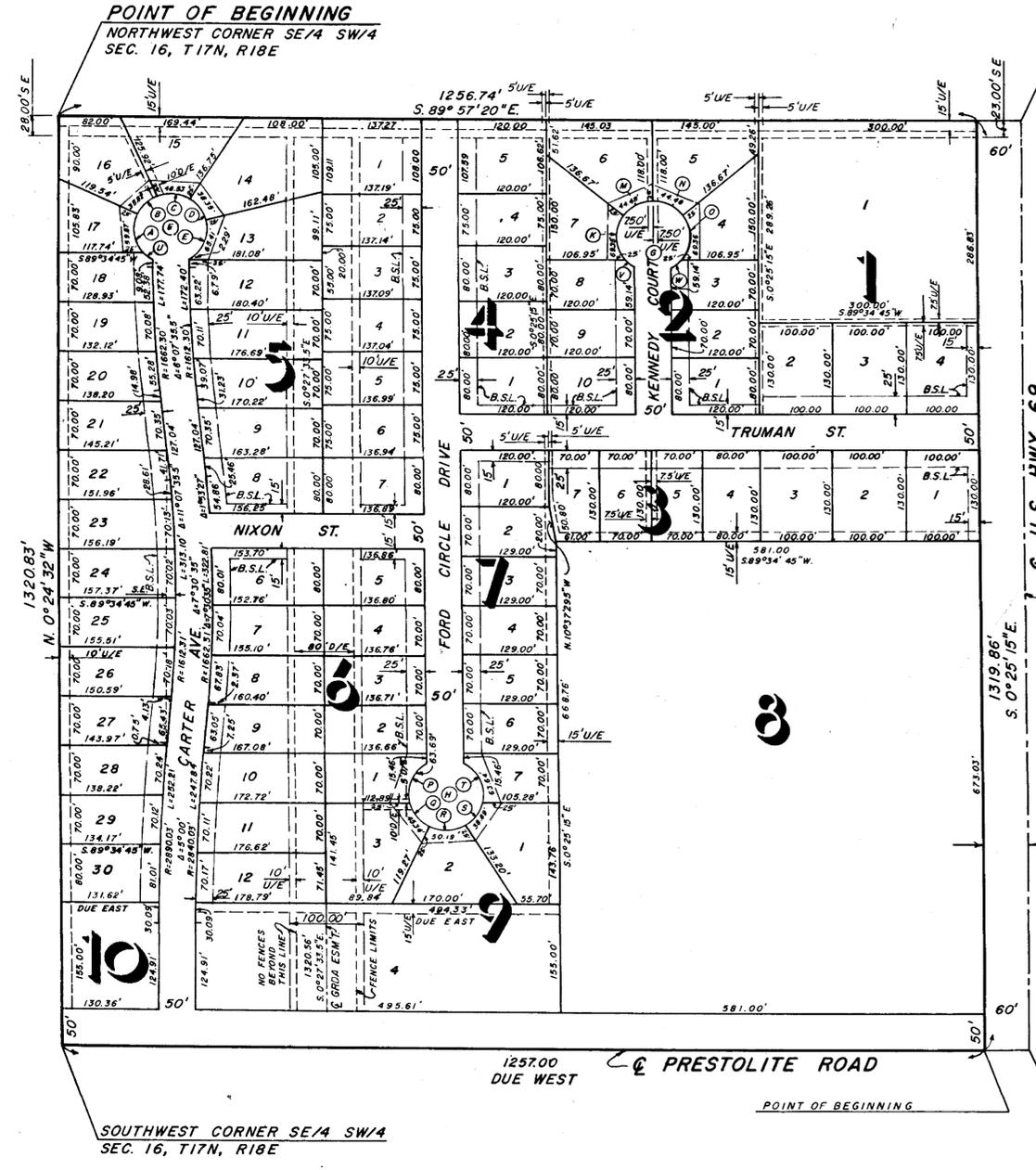
SCALE: 1" = 100'

Not Book Page 37
 STATE OF OKLAHOMA
 COUNTY OF WAGONER
 Filed for Record in this Office of the
 COUNTY CLERK AND RECORDED
 SEP 20 1977
 11
 JACK C. HONDIS, County Clerk
 by *Mansur Williams*

- ### LEGEND
- B.S.L. = BUILDING SETBACK LINE
 - U/E = UTILITY EASEMENT
 - ST. = STREET
 - E. = EAST
 - S. = SOUTH
 - W. = WEST
 - N. = NORTH
 - SEC. = SECTION
 - C. = CENTERLINE
 - AVE. = AVENUE
 - S/E = SANITARY EASEMENT
 - D/E = DRAINAGE EASEMENT
 - ESMT. = EASEMENT
 - C.O.R. = CORNER
 - G.R.D.A. = GRAND RIVER DAM AUTHORITY



LOCATION MAP
 1,738,690 SQUARE FEET
 39.91483 ACRES



NORTHEAST CORNER SE/4 SW/4 SEC. 16, T17N, R18E

SOUTHWEST CORNER SE/4 SW/4 SEC. 16, T17N, R18E

SOUTHEAST CORNER SE/4 SW/4 SEC. 16, T17N, R18E

CURVE DATA

A	L = 59.87' R = 50.00' Δ = 68°36'10.5"	M	L = 44.48' R = 50.00' Δ = 50°57'58"
B	L = 35.82' R = 50.00' Δ = 41°03'01"	O	L = 69.36' R = 50.00' Δ = 79°29'01"
C	L = 48.53' R = 50.00' Δ = 55°36'33"	P	L = 63.69' R = 50.00' Δ = 72°58'57"
D	L = 38.35' R = 50.00' Δ = 43°57'27"	Q	L = 45.34' R = 50.00' Δ = 51°57'31.7"
E	L = 65.41' R = 50.00' Δ = 74°57'33.7"	R	L = 50.19' R = 50.00' Δ = 57°30'40.8"
F	L = 26.179' R = 50.00' Δ = 300°00'00"	S	L = 38.89' R = 50.00' Δ = 44°33'48.5"
G	L = 26.179' R = 50.00' Δ = 300°00'00"	T	L = 63.64' R = 50.00' Δ = 72°59'4.9"
H	L = 26.179' R = 50.00' Δ = 300°00'00"	U	L = 13.81' R = 50.00' Δ = 15°45'43.4"
I	L = 69.35' R = 50.00' Δ = 79°29'01"	V	L = 17.06' R = 50.00' Δ = 19°33'02"
J	L = 44.48' R = 50.00' Δ = 50°57'58"	W	L = 17.06' R = 50.00' Δ = 19°33'02"

KNOW ALL MEN BY THESE PRESENTS:
 That WAGONER LUMBER CO., INC. a Corporation, being the sole owner of the following described real estate in Wagoner County, Oklahoma, described as follows, to-wit:

All that part of the SE/4 SW/4, Section 16, Township 17 North, Range 18 East of the Indian Base and Meridian, Wagoner County, Oklahoma according to the official government survey thereof: More particularly described as follows to-wit:
 Beginning at a point on the south boundary of said SE/4 SW/4, 60.0 feet west of the southeast corner thereof; thence due West along the south boundary of said SE/4 SW/4 a distance of 1257.0 feet to the southwest corner thereof; thence N 0°24'32" W along the west boundary of said SE/4 SW/4 a distance of 1320.83 feet to the northwest corner thereof; thence S 89°57'20" E along the north boundary of said SE/4 SW/4 a distance of 1256.74 feet to a point 60.0 feet west of the northeast corner thereof; thence S 0°25'15" E a distance of 1319.86 feet to the point of beginning; containing 1,738,690 square feet or 39.91483 acres.

Hereby certifies that it has caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "DAWN ESTATES", an Addition to the City of Wagoner, Wagoner County, State of Oklahoma.

The Corporation hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated and hereby imposes the following covenants restricting the use of said property as hereinafter set forth.

RESIDENTIAL AREA COVENANTS

AREA OF APPLICATION
 FULLY PROTECTED RESIDENTIAL AREA. The following covenants shall apply to Block 2; Lots 4-7, Block 3; and Blocks 4-7 Dawn Estates, an addition to the City of Wagoner. (Block 1; Lots 1-3, Block 3; and Blocks 8-10 are reserved for commercial use and designated as being zoned C-4 as defined by the ordinances of the City of Wagoner.)

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. All buildings so erected, altered, placed or permitted to remain on any lot shall be approved by an architectural committee consisting of three members designated by the Wagoner Lumber Co., Inc. or its successors or assigns.
2. **DWELLING SIZE.** The floor area of the main structure, exclusive of open porches and garages, shall not be less than 1200 Sq. Ft.
3. **BUILDING LOCATION.** No building shall be located, erected, or altered on any lot nearer to the front or side street than the building setback line shown on the recorded plat. No building shall be located nearer than five feet to an interior lot line.
4. **RE-LOCATION OF BUILDINGS.** Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and re-modeling or converting same into a dwelling unit in this subdivision.
5. **STREETS.** All streets shall be concrete or hot mix asphalt with concrete curb and gutter.
6. **LOT WIDTH.** No dwelling shall be erected or placed on any lot having a width or square-foot area less than that shown on recorded plat.
7. **DRIVEWAYS.** Shall be concrete or hot mix asphalt.
8. **FENCES AND HEDGES.** No fence or hedge shall be constructed or allowed to remain in front of the minimum building setback line.
9. **TRANSPORT VEHICLES.** No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.
10. **NUISANCES.** No noxious or offensive 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.
11. **TEMPORARY STRUCTURES.** No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
12. **WATER SUPPLY.** No individual water-supply system shall be permitted on any lot.
13. **SIGNS.** No sign of any kind shall be displayed to the public view on any 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 signs used by a builder to advertise the property during the construction and sales period.
14. **EASEMENTS.** All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence or other obstruction shall be placed in any easement, and that full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance, operation or installation of such utility.
15. **LIVESTOCK AND POULTRY.** 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 purposes.
16. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
17. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
18. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot.
19. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

This Deed of Dedication and Grant shall be binding upon the undersigned, its successors or assigns, and future owners of lots within said Addition.

In Witness hereof, the undersigned have caused these presents to be executed this 20 day of Sept, 1977.

ATTEST:
Wagoner Lumber Co., Inc.
 WAGONER LUMBER CO., INC.
 COUNTY OF WAGONER } SS
 By *Donald E. Hofford*
 Donald E. Hofford, President

Before me, the undersigned, a notary public in and for said County and State, on this 20 day of Sept, 1977, personally appeared DONALD E. HOFFORD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president and secretary 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
 My Commission Expires: May 28, 1980
Arthur J. Ritter
 Arthur J. Ritter, Notary Public

CERTIFICATE OF SURVEY
 The undersigned, registered professional engineer and land surveyor, under the laws of the State of Oklahoma hereby certify that he has carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots and blocks and streets and that the above plat, designated as "DAWN ESTATES", an Addition in Wagoner County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma this date September 19, 1977.
 By *Clive L. Mansur*
 Clive L. Mansur, Registered Professional Engineer and Land Surveyor

STATE OF OKLAHOMA } SS
 COUNTY OF TULSA }
 Before me, the undersigned, a notary public in and for said County and State, on this date Sept 19, 1977, personally appeared *Clive L. Mansur*, to me known to be the identical person who subscribed his name as Registered Professional Engineer and Land Surveyor to the foregoing certificate 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 last above written
 My Commission Expires: My Commission Expires July 25, 1978
Clive L. Mansur
 Clive L. Mansur, Notary Public

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner County, Oklahoma, hereby certify that according to the 1976 tax rolls the taxes on the above description are paid.
 By *Robert M. Roberts*
 Robert M. Roberts, County Treasurer