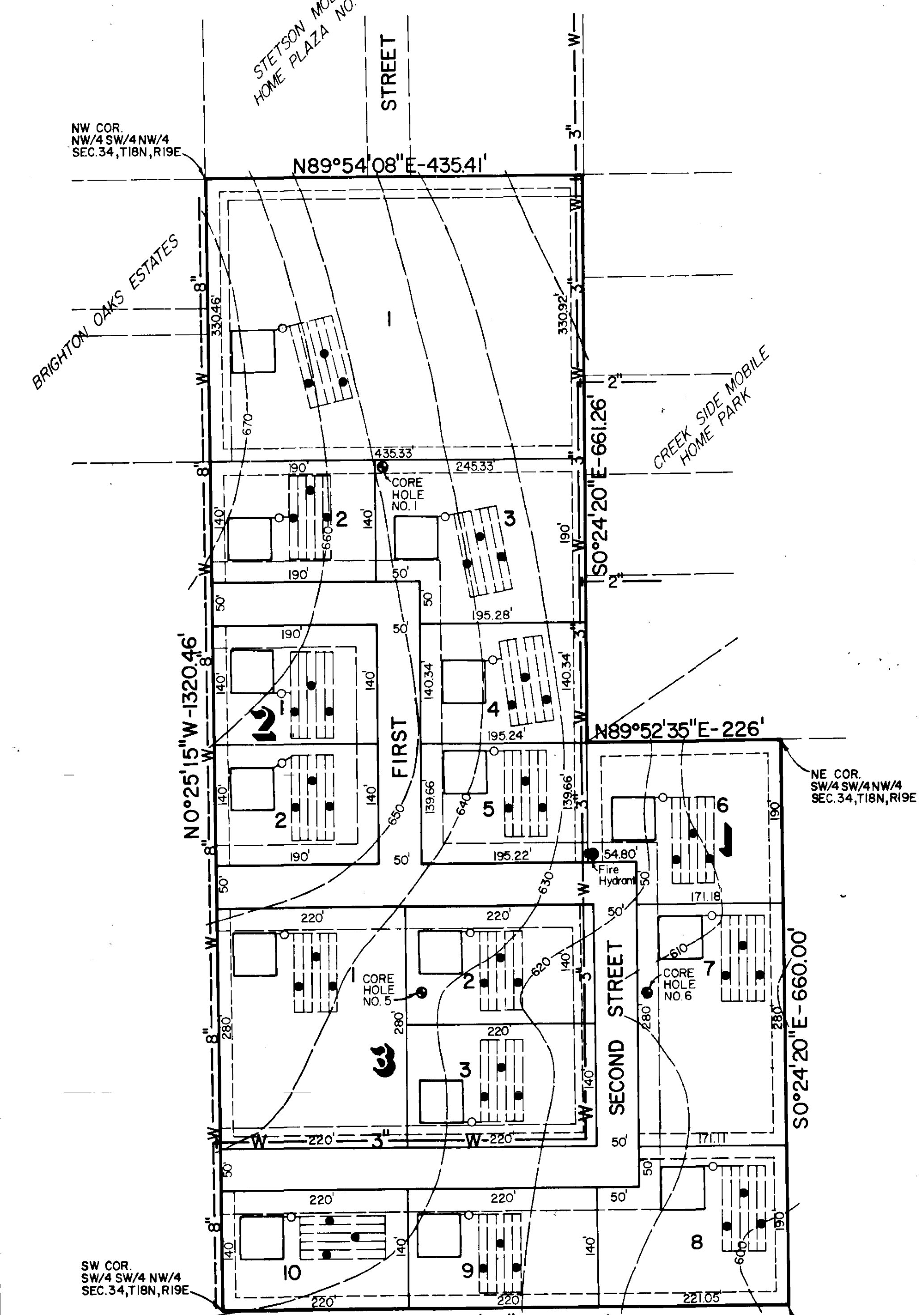


STATE OF OKLAHOMA
WAGONER COUNTY
PLANNING ZONING DEPARTMENT
Plat Cabinet 3 - 242 B

DEER CREEK EXTENDED

A Subdivision Located In The W/2 Of The SW/4 Of The NW/4 Of Section 34, T18N, R19E, Wagoner County, Oklahoma.

CERTIFICATE OF DEDICATION



DEER CREEK EXTENDED
PROPERTY DESCRIPTION

The SW¹/₄ of the SW¹/₄ of the NW¹/₄ and the NW¹/₄ of the SW¹/₄ of the NW¹/₄ less and except the East 226 feet of the NW¹/₄ of the SW¹/₄ of Section 34, T18N, R19E, I.B. & M., Wagoner County, Oklahoma, containing 16.58 Acres, more or less.

CERTIFICATE

The undersigned, a duly registered professional Land Surveyor in the State of Oklahoma, do hereby certify that this is a true and correct plat of the survey of the hereon described property to-wit:

WITNESS my hand and seal this 5th day of July, 1983.

REGISTERED LAND SURVEYOR NO. 545

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1983 tax rolls the taxes on the above description are paid.

Patricia Coster
COUNTY TREASURER

OKLAHOMA HEALTH DEPARTMENT CERTIFICATE

I, hereby certify that this subdivision is approved for individual sewage disposal systems (OHD Bul. NO. 600)

Donnie J. Head, R.P.S.
HEALTH DEPARTMENT

6-27-83
DATE

RECOMMEND FOR APPROVAL BY: The Wagoner County Metropolitan Planning/Zoning Com.

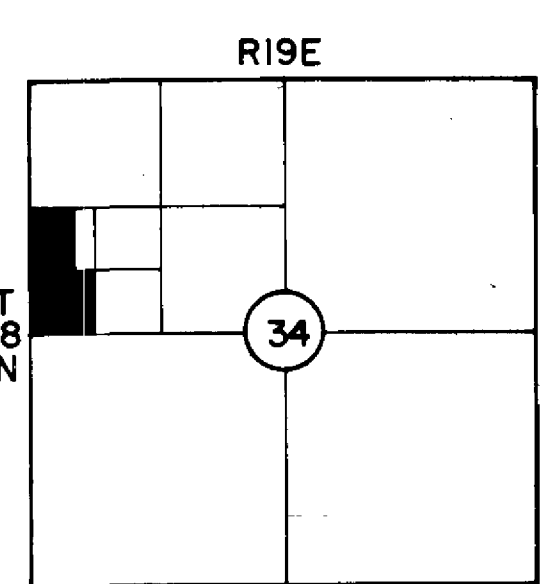
William Ball
CHAIRMAN

6-78-83
DATE

APPROVED BY THE WAGONER CO. BOARD OF COUNTY COMMISSION:

W.C. Jones
CHAIRMAN

July 5, 1983
DATE



PREPARED BY
SCOTT & ASSOCIATES, INC.
(918)682-7577 9018 Callahan
Muskogee, Oklahoma
74401

KNOWN ALL MEN BY THESE PRESENTS,

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked into lots and streets in conformity with the plat which it hereby adopts as the plat of the above described land as DEER CREEK EXTENDED, an addition in Wagoner County, Oklahoma.

AND, the undersigned OWNER hereby dedicates for the public use the streets as shown and all utility easements as shown on the plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including telephone lines, electrical power lines and transformers, gas lines and water lines together with all fitting and equipment for each such facility, including the poles, wires conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress upon said easements for the use and purposes aforesaid, together with similar rights in each and all streets shown on said plat; PROVIDED, HOWEVER, that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relay water lines together with the right to ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all strips of land included with the easements shown hereon, both for the purpose of furnishing water service to the areas included in said Plat and to any other areas.

AND, the undersigned OWNER for the purpose of providing an orderly development of the entire tract, and the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned OWNER, its successors and assigns, do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

RESTRICTIVE COVENANTS
DEER CREEK EXTENDED

- All lots will be known and designated as residential lots with only single family dwelling of not less than 1400 square feet of living area.
- No trailers, mobile homes, tents, shacks or out-buildings will be allowed on said Lots at any time.
- No fence will be allowed forward of the back corners of residences.
- No animals shall be kept or bred for commercial purposes and at no time shall pigs, cows, sheep, goats or horses be allowed on designated lots; EXCEPT LOT 1 of Block 1 (3+ acre lot) which will be allowed a maximum of three (3) horses.
- All residences shall be constructed at least 20 feet from side and rear lot lines and at least 25 feet from front property lines.
- No noxious activities shall be carried on that may be or may become an annoyance or a nuisance to the neighborhood.
- No signs of any kind shall be allowed except signs of not more than three (3) square feet or signs used by the builder or developer at the sales period.
- All plans shall be approved by the Developer before the start of construction.
- All septic systems shall be installed and approved to conform with State Health Department specifications.
- No structure previously used shall be moved on to any lot for re-use as a garage or boat-house or for any other purpose.
- No lot shall be resubdivided into smaller building lots.
- No cutting of trees except that necessary to clear building site and utilities until Mortgage Note is paid in full to developer.
- No inoperative vehicle or machinery shall be stored on any lot or designated roadway and each lot shall be maintained free of rubbish, trash or other debris and shall be cut, trimmed or moved to prevent growth, weeds or tall grasses; and all rubbish, trash and debris shall be kept in sanitary containers and at no time incinerated.
- A perpetual easement is reserved over the rear 15 feet of each lot for utility installation and maintenance and all utilities except for street lighting shall be installed therein, except water lines as shown on plat; within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.
- No structure or other material shall be placed or permitted to remain which may interfere or change the direction of flow of water of the natural creek.
- These covenants and restrictions are to run with the land and shall be binding on all owners their successors or assigns or persons claiming through them.
- If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate the covenants or restrictions herein 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 covenant or restriction and either to prevent him or them from so doing and to recover damages or other dues for such violation.
- Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

CERTIFICATE
OWNER OF REAL ESTATE MORTGAGE

Commercial Bank & Trust Trustee (Ed Wright Trust), Owner of a Real Estate Mortgage, on the above described property, hereby certify and confirm the above Plat & Dedication.

Signed this 5th day of July, 1983.

Deve L. Blakeburn
Deve L. Blakeburn

STATE OF OKLAHOMA)
) ss.
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of July, 1983, personally appeared *Deve L. Blakeburn* to me known to be the identical person who subscribed the name of the maker to the 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.

WITNESS my hand and seal on the day and year last above written.

W. Dell Biggs
NOTARY PUBLIC

July 2, 1983
My Commission Expires: