

*Amended Certificate of Dedication & Restrictive Covenants
 Revised and Retained Comments
 Revised Book 404 Page 430*

ENGLEWOOD ESTATES

A SUBDIVISION, A PART OF SE1/4 OF SW1/4 AND THAT PART OF NE1/4 OF SW1/4 LYING SOUTH OF M.K.T. RAILROAD SECTION 18, T-18-N, R-15-E WAGONER COUNTY, OKLAHOMA

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS

THAT

BARCUS DEVELOPMENT COMPANY - is the owner of the following described property, to wit, Part of S.E. 1/4 of S.W. 1/4 and that part of N.E. 1/4 of S.W. 1/4 Lying South of M.K.T. Railroad, Section 18, Township 18 North, Range 15 East.

That the BARCUS DEVELOPMENT COMPANY Owner of the above described property, have caused the same to be surveyed, staked, and platted into lots, streets, and utility easements, have caused the same to be named and designated as "ENGLEWOOD ESTATES" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated, 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 to the successors in title, to the subdivisions of said tract, herein after referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS - are to run with the land and shall be binding on parties and all persons claiming under them until February 31, 1992 at which time said covenants shall be automatically extended for successive period of ten years, unless by a vote of the majority of the owners of the lots, then 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 rescure any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions shall remain in full force and effect.

- Each lot may be used for only one single family dwelling.
- No building shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than fifteen (15) feet to any side lot line.
- No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
- 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 a nuisance to the neighborhood. No part of the property described in said plat shall be used for the maintenance, care or housing of swine or poultry. No commercial business of any kind or nature shall be conducted on the described property.
- Each tract shall be permitted to construct a small barn, not to exceed the height of the dwelling, and must be maintained and kept clean and orderly condition.
- No trailer, 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 charter be used as a residence.
- No dwelling shall be erected on any single family residential lot in the tract the living area of the main structure of which, exclusive of open porches and garages, is less than 1400 square feet in area, and the exterior surface of all single family dwellings shall be at least forty (40%) masonry.
- No structure previously used shall be moved onto any lot in this addition.
- All individual sewage systems shall be constructed in such a Manner as to meet all requirements set out by the county and State Health Depts. concerned.
- 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 construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas-lines, and water lines, together with the right of ingress and egress upon said easements and right-of-ways for the uses and purposes afore said, together with similar rights in each and every street shown on said plat. PROVIDED HOWEVER - that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relaying 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 easement 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.

11. Underground Utilities

- Overhead pole lines for the supply of electric service may be located along Northern edge of the addition. Street lights or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement-ways for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- Underground service cables to all houses which may be located on all lots in said addition may be run from the nearest services pedestal on transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) 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 house.
- The supplies of electric and telephone services, through their proper agents and employees, shall at all times have right of access to all 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.
- The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities location on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and telephone facilities. Repairs or cost of relocation required by violation of this covenant shall be paid by the owner of the lot.
- The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agree to be bound thereby.

In witness whereof _____, have caused these to be executed this _____ day of _____, 1972

Attest:
[Signature]
 Secretary
 Barcus Development Co.
 By *[Signature]*
 President

STATE OF OKLAHOMA)
 COUNTY OF Tulsa)

Before me the undersigned, a Notary Public in and for the County of _____ and the State of Oklahoma on this _____ day of _____, 1972 personally appeared *[Signature]* to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its owner, acknowledged to me that he executed the same as his free and voluntary act for the use and purposes therein set forth.

My Commission Expires Dec 18, 1974
[Signature]
 Notary Public

I Bill Cox Jr. of Tulsa County, State of Oklahoma, and a professional Surveyor, do hereby certify that I have made a survey of the above described property to-wit:

[Signature]
 Bill Cox, Jr.
 Registered Land
 Surveyor #625
 Feb. 4, 1972

I hereby certify that the 1971 and prior years taxes have been paid on the above description.

[Signature]
 County Treasurer

