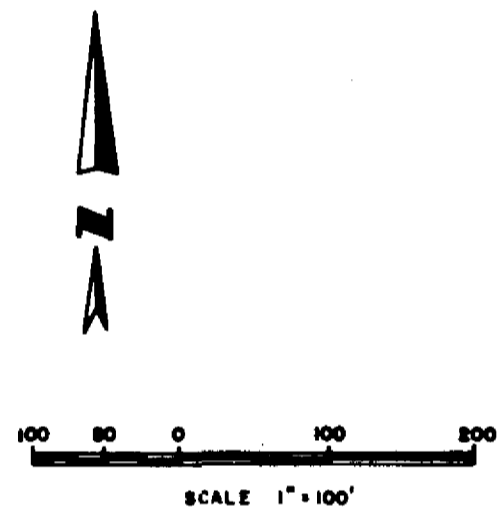
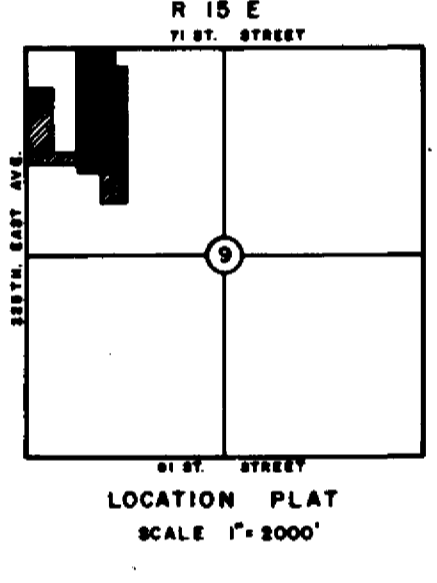
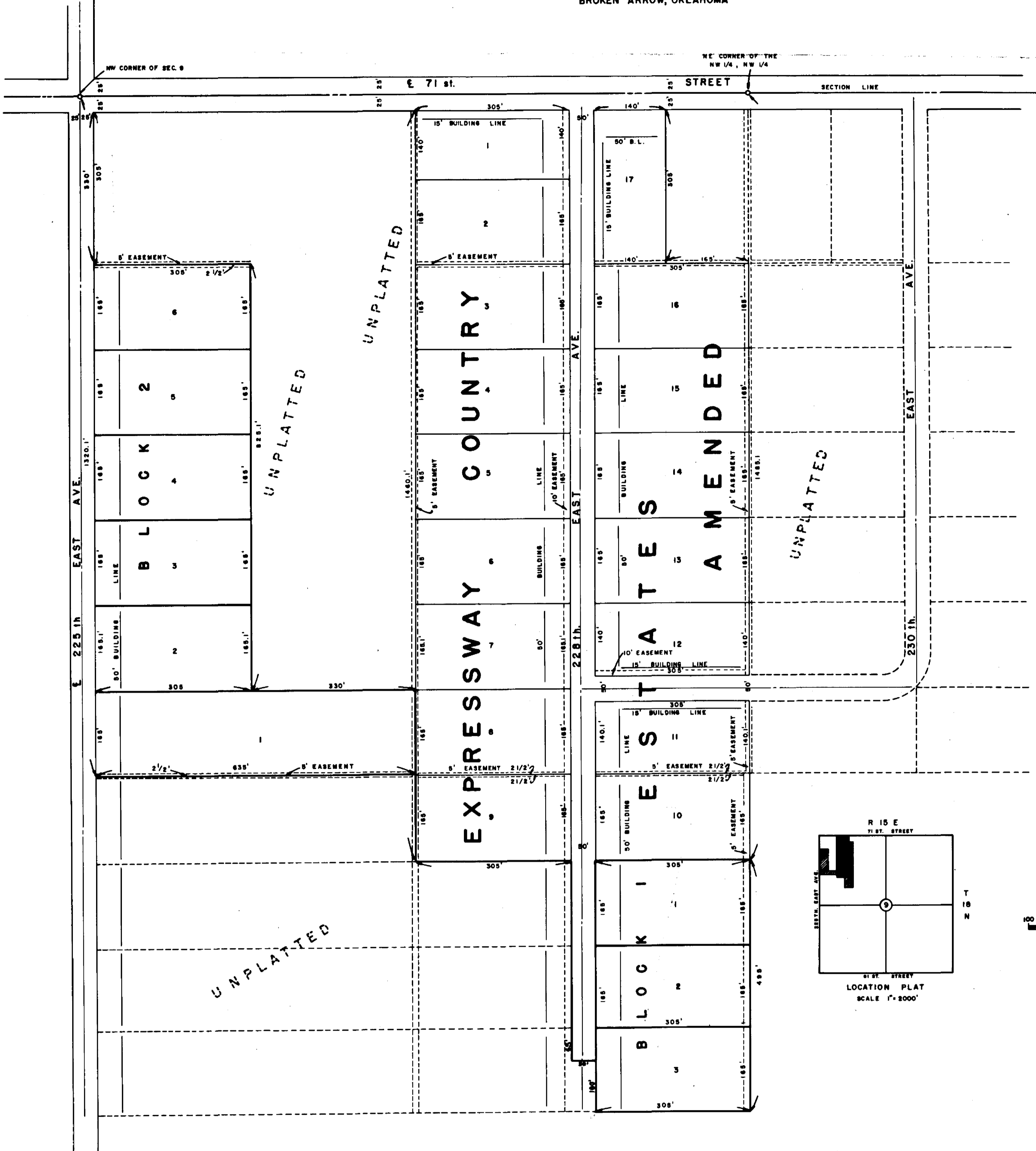


EXPRESSWAY COUNTRY ESTATES

SECOND ADDITION
A SUBDIVISION OF A PART OF THE
NORTHWEST QUARTER

SECTION 9, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA

OWNER: W. C. WINFREY & BETTY B. WINFREY
328 WEST KENOSHA
BROKEN ARROW, OKLAHOMA



CERTIFICATE OF RECORDATION AND RESTRICTIVE COVENANTS
COUNTY CLERK AND RETURNED
AUG 28 1968

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them, until December 31, 1967, at which time said covenants shall be automatically terminated for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, then it is agreed to change said covenants in whole or in part.

- (A) Each lot may be used for only one single family dwelling.
(B) 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.
(C) No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
(D) 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.
(E) Each tract shall be permitted to construct a small barn, not to exceed height of the dwelling, and must be maintained and kept in clean and orderly condition.
(F) No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
(G) 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 1200 square feet in area, and the exterior surface of all single family dwellings shall be at least 40% masonry.
(H) No structure previously used shall be moved onto any lot in this addition.
(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) The undersigned OWNERS further dedicate to the public use forever the easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing and replacing any and all public utilities, including sewers, sanitary sewers, electric power lines and transformers, gas lines, water lines, telephone lines, and other utility lines, together with easements and rights-of-way for the use and purpose aforesaid, together with similar rights in and all other easements and rights-of-way shown on 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.
(K) UNDERGROUND UTILITIES
RESTRICTIVE COVENANTS TO BE ADDED TO THE DEED OF DEDICATION FOR THE EXPRESSWAY COUNTRY ESTATES SECOND ADDITION Located in Wagoner County, Oklahoma.
(a) Overhead pole lines for the supply of electric service may be located along the west edge of Block 2 in said addition. 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, or sources of supply at secondary voltages, may also be located in said easement-ways.
(b) Except to lots in said addition as described in paragraph (c) above, which may be served from overhead electric service cables to all houses 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 house as may be located upon said lot; provided that upon the installation of such a service pedestal or transformer, the supplier of electric service shall thereafter be deemed to have accepted the location of such service pedestal or transformer on said lot, covering a five-foot strip extending 2 1/2 feet on each side of such service cable, extending from the service pedestal or transformer to said house.
(c) The supplier of electric service, through its proper agents and employees, shall at all times have 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 indicated by it.
(d) 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 cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

IN WITNESS WHEREOF, said W. C. WINFREY and BETTY B. WINFREY, have caused these presents to be executed by its OWNERS hereto duly authorized this 7th day of August, 1968, at Broken Arrow, Oklahoma.
W. C. WINFREY and BETTY B. WINFREY
McKinley Betty B. McKinley

STATE OF OKLAHOMA
COUNTY OF TULSA
Before me, the undersigned, Notary Public in and for the County of Tulsa and the State of Oklahoma, on this 7th day of August, 1968, personally appeared W. C. McKinley and Betty B. McKinley, as husband and wife, the identical persons who subscribed the name of the said owners 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.
My commission expires 12-6-1970
Notary Public
CERTIFICATE OF SURVEY
We, the undersigned, of Tulsa, Oklahoma, hereby certify that we have, at the instance of the owner designated above, laid and show described survey, and that the accompanying plat is a true and correct representation of said survey.
Erich Cat
Notary Public

STATE OF OKLAHOMA
COUNTY OF TULSA
Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of August, 1968, personally appeared W. C. McKinley and Betty B. McKinley, as husband and wife, who executed the within and 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.
My commission expires 12-6-70
Notary Public
I hereby certify that all taxes, including the 1967 taxes, have been paid in full in description above.
S. P. Miller, County Treasurer
Wagoner, Okla.
August 28, 1968