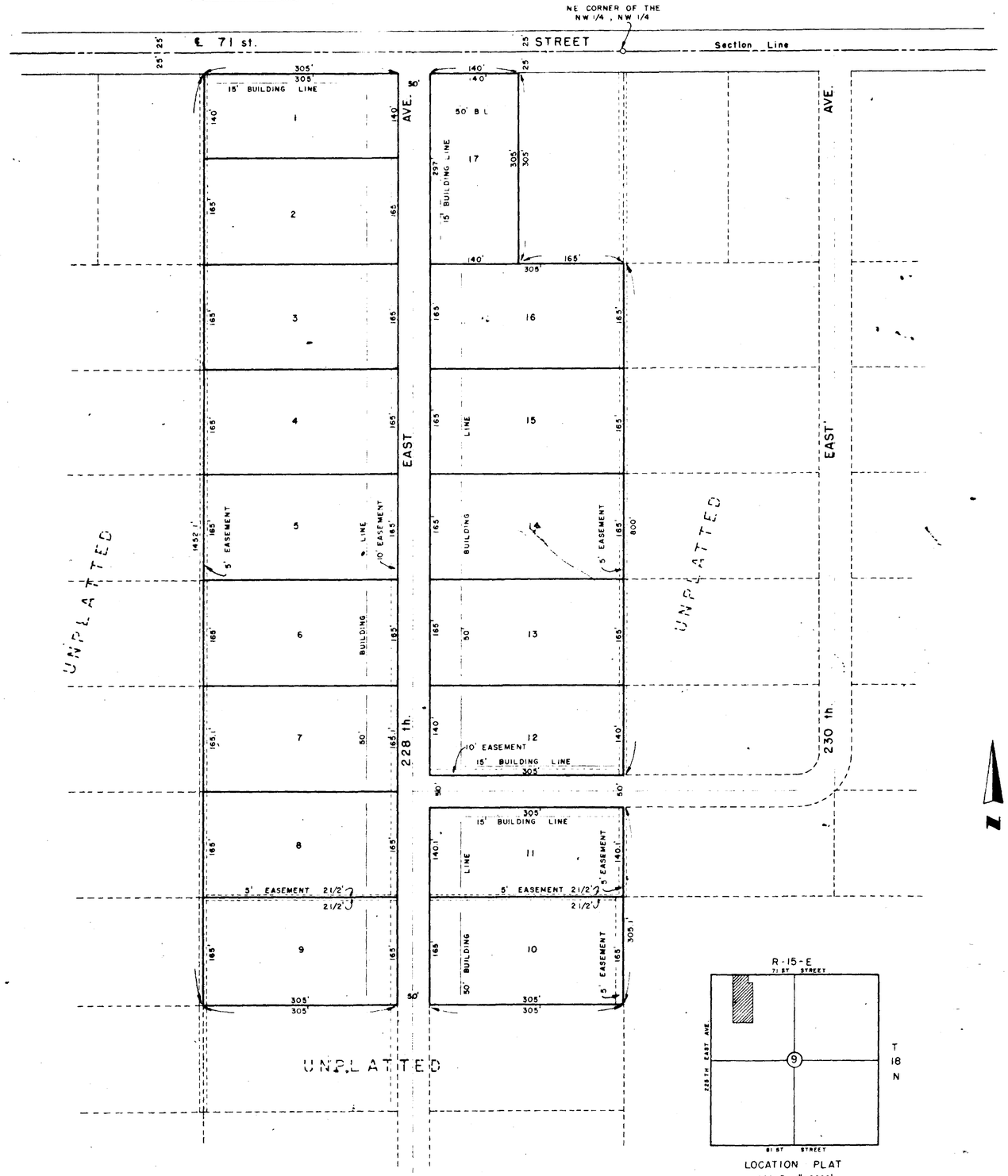
EXPRESSWAY COUNTRY ESTATES AMENDED

A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER

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

STATE OF OKLAHOMA) SS
COUNTY OF WAGONER)
Filed for Record in this Office of the COUNTY CLERK AND RECORDED
Plat Book 3 Page 44
OCT 9 1967
AT 9:40 am O'Clock
JACK C. JONES, County Clerk
By Lena Bracewell Deputy

OWNERS: W. C. WINFREY and BETTY B. WINFREY
328 WEST KENOSHA
BROKEN ARROW, OKLAHOMA



LOCATION PLAT
SCALE 1" = 2000'

SCALE 1" = 100'

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

THAT W. C. WINFREY and BETTY B. WINFREY, are the owners of the following described property, to-wit;

The East 660 feet of the North one-half of the North one-half of the North one-half (N 2 N 2 N 2) of the Southwest Quarter of the Northwest Quarter (SW 4 NW 4), and The East 660 feet of the Northwest Quarter of the Northwest Quarter (NW 4 NW 4), all in Section Nine (9), Township 18 North, Range 15 East, Wagoner County, State of Oklahoma; LESS, a tract of land commencing at the Northeast corner of said Northwest Quarter of the Northwest Quarter (NW 4 NW 4) of Section 9, T 18 N, R 15 E, thence South 330 feet, thence West 165 feet, thence North 330 feet, thence East 165 feet to the point of beginning.

THAT WE, W. C. WINFREY and BETTY B. WINFREY, resident of Wagoner County, Oklahoma, and the owners 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 "EXPRESSWAY COUNTRY ESTATES AMENDED", a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and we 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 of ourselves and our seccessors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumberent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them, until December 31, 1987, at which time said covenants shall be automatically extended 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.

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 prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or 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 effect.

(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 plat, 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 heighth 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 of 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 OWNER further dedicates 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, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with the right of ingress and egress upon said easements and rights-of-way for the sues and purposes aforesaid, together with similar rights in each and all of the streets 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 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

(1) Overhead pole lines for the supply of electric service may be located along the Northern edge of 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, as sources of supply at secondary voltages, may also be located in said easement-ways.

(2) Underground 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 each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-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.

(3) The suppliers of electric and telephone services, through their 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 installed by it.

(4) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located 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 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 this 26th day of September, 1967, at Broken Arrow, Oklahoma.

W. C. Winfrey — W. C. Winfrey

Betty B. Winfrey — Betty B. Winfrey

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for the County of Tulsa and the State of Oklahoma, on this 26 day of Sept, 1967, personally appeared W. C. Winfrey and Betty B. Winfrey, husband and wife to me known to be the identical persons who subscribed ~~the name of the maker thereof~~ to the foregoing instrument and as its owners, 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

James F. Murphy
Notary Public

CERTIFICATE OF SURVEY

We, the undersigned, of Tulsa, Oklahoma, hereby certify that we have, at the instance of the owner designated above, made the above described survey, ~~and that~~ the accompanying plat is a true and correct representation of said survey.

Enoch Cox
Enoch Cox, Surveyor

Roy Hale
Roy Hale, Registered Professional Engineer

REGISTERED PROFESSIONAL ENGINEER ROY HALE 2330 OKLAHOMA

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26 day of Sept, 1967, personally appeared ENOCH COX and ROY HALE, to me known to be the identical persons who executed the within and forgoing 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

James F. Murphy
Notary Public

The Broken Arrow Planning Commission at their regular meeting in and at the City Hall of Broken Arrow, Oklahoma, on the 11th day of June, 1967, has recommended this plat for approval.

Chairman - Broken Arrow Planning Commission

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON 9-11-67

Recorded Secretary

This plat has been approved by the City of Broken Arrow, in accordance with recommended approval of the Broken Arrow Planning Commission.

James R. Newcomb
Mayor, City of Broken Arrow, Oklahoma

~~If [illegible] certify that [illegible]~~
has been paid.
Witness my hand and seal this 29 day September 1967
Eric P. Miller