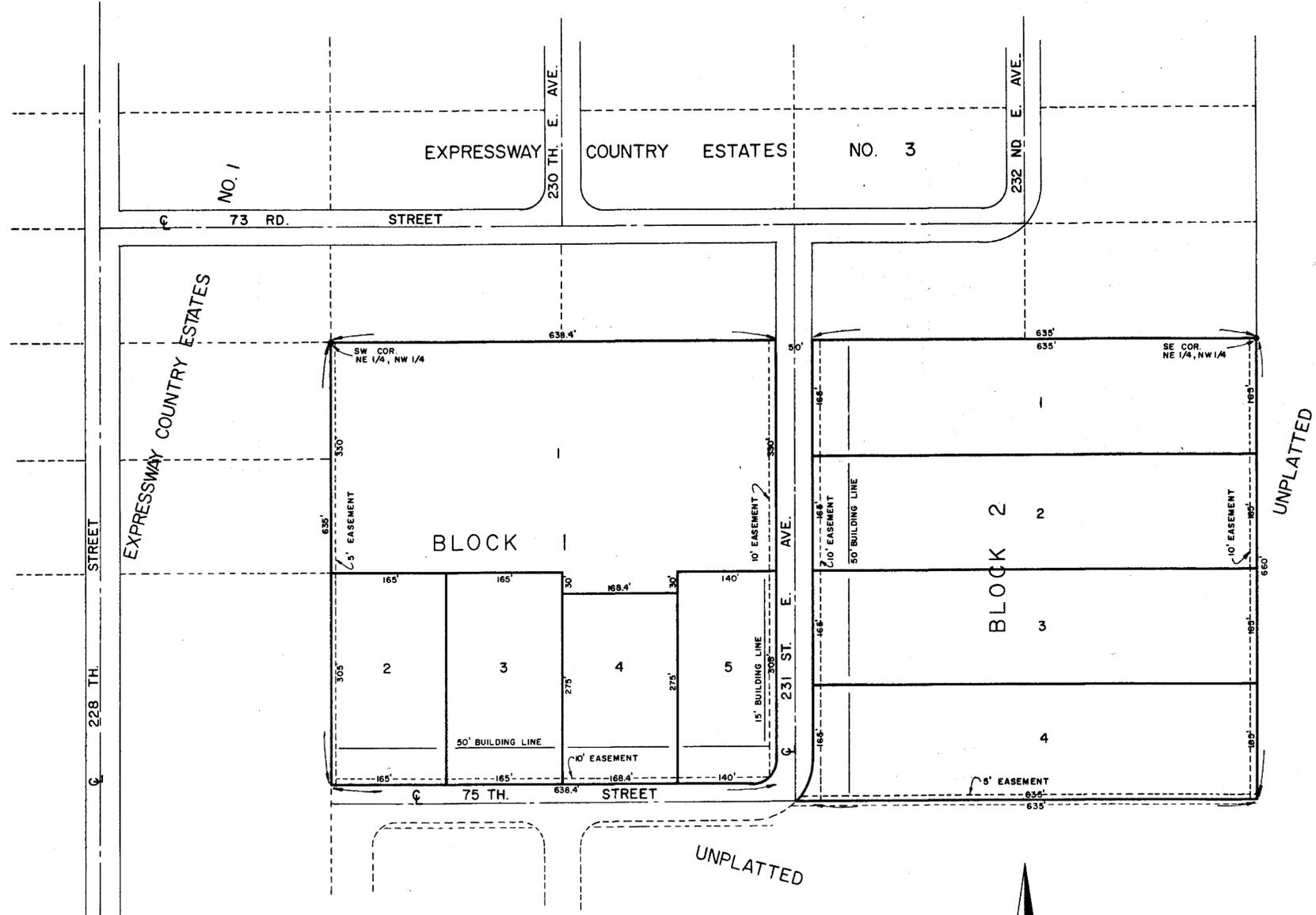
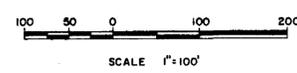
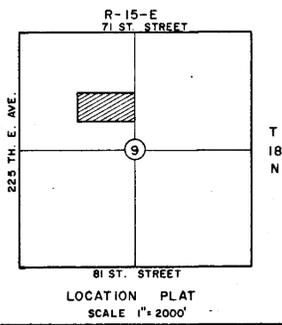


# EXPRESSWAY COUNTRY ESTATES NO 4

A SUBDIVISION OF A PART OF THE  
NORTHWEST QUARTER  
SECTION 9, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA  
OWNER: DEBORAH LEE PARKER



STATE OF OKLAHOMA )  
COUNTY OF WAGONER )  
Filed for Record in this Office of the  
COUNTY CLERK AND RECORDED  
This Book 4 Page 38  
MAR 25 1971  
AT 9:25 O'CLOCK  
JACK G. JONES, County Clerk  
By *[Signature]* Deputy



## CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT DEBORAH LEE PARKER, is the owner of the following described property, to-wit:

The North one-half of the Southeast One Quarter of the Northwest One Quarter (NE 1/4, NW 1/4) of Section Nine (9) Township 18 North, Range 15 East Wagoner County, State of Oklahoma.

THAT I, DEBORAH LEE PARKER, a resident of Wagoner County, Oklahoma, and the 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 'EXPRESSWAY COUNTRY ESTATES, FOURTH ADDITION' a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and I 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 myself and our successors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following covenants to which it shall be incumbent to my 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 March 15, 1991, 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, except Lot 1, Block 1, may be divided into four (4) building sites and Lots 1, 2, 3, & 4 of Block 2 may each be divided into two (2) building sites, any lot so divided must have at least 140 foot front for each building site.
- (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 the smallest lot shown on the recorded plat (42,700 Square Feet)
- (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 60 % 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 uses 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 insaid plat, and to any other area.

IN WITNESS WHEREOF, said DEBORAH LEE PARKER, has caused these presents to be executed duly authorized this 24<sup>th</sup> day of MARCH 1971, at Broken Arrow, Oklahoma.

*Deborah Lee Parker*  
DEBORAH LEE PARKER

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 24<sup>th</sup> day of MARCH, 1971, personally appeared DEBORAH LEE PARKER to be 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 and deed for the use and purposes herein set forth.

My commission expires Sept 15, 1973

*[Signature]*  
Notary Public

## CERTIFICATE OF SURVEY

I, the undersigned, of Skiatook, Oklahoma, hereby certify that I 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, Registered Surveyor

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 24<sup>th</sup> day of MARCH, 1971, personally appeared ENOCH COX to be known to be the identical persons who executed the within and 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.

My commission expires Sept 15, 1973

*[Signature]*  
Notary Public

*John Paul in full including 1970-8-25-71*  
*Enoch Cox - County Surveyor*  
*[Signature]*

