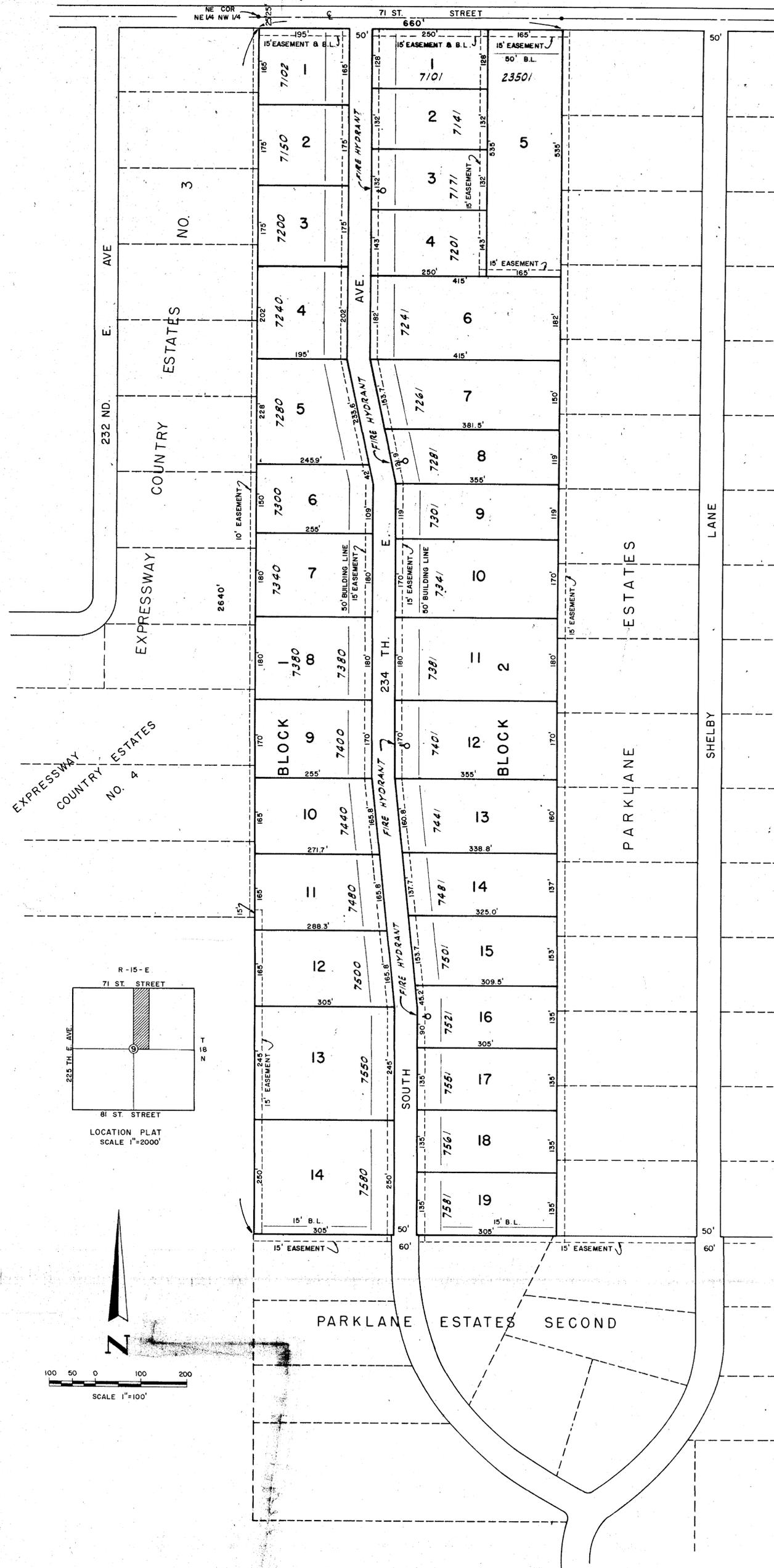


Expressway Country Estates No. 5



EXPRESSWAY COUNTRY ESTATES NO 5

A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER SECTION 9, T-18-N, R-15-E WAGONER COUNTY, OKLAHOMA

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT Gary B. Krisman and Gail M. Krisman, Husband and Wife; Keenan M. Barnard and Lynn H. Barnard, Husband and Wife; and Donald R. Hale, a single man, are the owners of the following described property, to-wit:

The West Half of the West Half of the Northeast Quarter (W/2 W/2 NE/4) of Section Nine (9), Township 18 North, Range 15 East, Wagoner County, Oklahoma.

THAT WE, Gary B. Krisman and Gail M. Krisman, Husband and Wife; and Keenan M. Barnard and Lynn H. Barnard, Husband and Wife; and Donald R. Hale, a single man, a resident of Wagoner County, Oklahoma, as 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 NUMBER 5", 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 orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves 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 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 all parties and all persons claiming under them, until August 1, 1993, at which time said covenants shall be automatically extended or successive periods of ten years, unless by a vote of the majority of the then owners of the lots, 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 property 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 judgment 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 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 to be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- (E) No animals, poultry, or livestock of any kind shall be raised, bred, or kept on any homestead for any commercial purposes. They shall be maintained for pets only. No cattle or swine shall be allowed on any home site even as pets.
- (F) No commercial business of any kind or nature shall be conducted on the described property.
- (G) Horses may be kept only on lots of 75,000 square feet in size or over and must be kept in back of the back building line of the dwelling.
- (H) Each tract shall be permitted to construct a small storage building not to exceed height of the dwelling, and must be maintained and kept in clean and orderly condition.
- (I) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on 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.
- (J) No dwelling shall be erected on any single family residential lot of the tract, the living area of the main structure of which, exclusive of open porches and garages, less than 1,750 square feet in area except that on Lots 9 through 14, in Block 1, and Lots 12 through 19, in Block 2, the same shall be not less than 2,000 square feet in area.
- (K) No fences will be allowed closer to 234th East Avenue than the 50 foot building setback line.
- (L) The exterior surface of all single family dwellings shall be at least 70% masonry.
- (M) No structure previously used shall be moved onto any lot in this addition.
- (N) 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.
- (O) All plans and specifications must be submitted to developer for written approval prior to construction.
- (P) 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, removing and replacing any and all public utilities, including storm 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 OWNERS hereby reserve the right to construct, maintain, operate, lay and relaying over, across and along 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.
- (Q) UNDERGROUND UTILITIES
 - (A) Overhead pole lines may be installed along the North and South sides of said addition; elsewhere, all supply of electric service shall be located underground in the easement ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement ways.
 - (B) Underground service cables to all houses which may be located on all lots in said addition may 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 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 of 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 installed by it.
 - (D) The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repair or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lots.
 - (E) The foregoing covenants shall be enforceable by the supplier of electric service, and the Owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF, said Gary B. Krisman and Gail M. Krisman, Husband and Wife; Keenan M. Barnard and Lynn H. Barnard, Husband and Wife; and Donald R. Hale, a single man, have caused these presents to be executed this 10th day of August, 1973, at Broken Arrow, Oklahoma.

Gary B. Krisman
 Keenan M. Barnard
 Gail M. Krisman
 Lynn H. Barnard
 Donald R. Hale

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 10th day of August, 1973, personally appeared Gary B. Krisman and Gail M. Krisman, Husband and Wife; Keenan M. Barnard and Lynn H. Barnard, Husband and Wife; and Donald R. Hale, a single man, to me known to be the identical persons who subscribed the names of the makers thereof to the foregoing instruments 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 herein set forth.

My Commission Expires: September 11, 1974
 Joyce Green
 Notary Public

CERTIFICATE OF SURVEY

I, the undersigned, of Skiatook, Oklahoma, hereby certify that I have, at the instance of the owners designated above, made the above described survey and that the accompanying plat is a true and correct representation of said survey.

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 10th day of August, 1973, personally appeared Enoch Cox, to me known to be the identical person 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: September 11, 1974
 Joyce Green
 Notary Public

