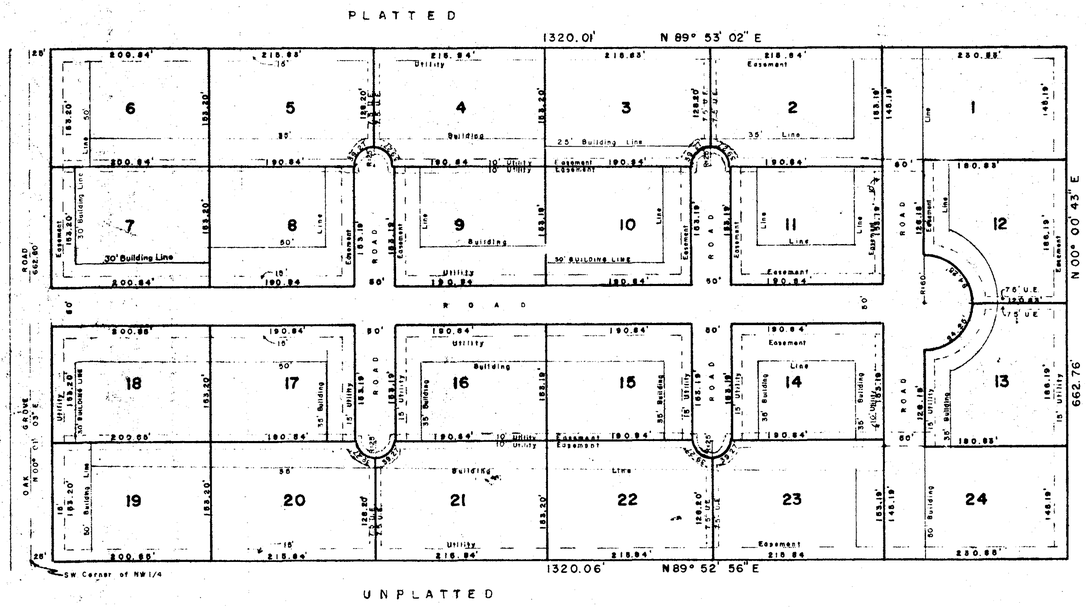
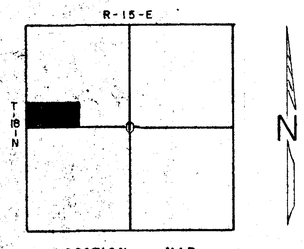
Fair Oaks East II

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4 OF SECTION 1, T-18-N, R-15-E,
WAGONER COUNTY, OKLAHOMA

Clerk Book 7 Page 19
STATE OF OKLAHOMA } ss
COUNTY OF WAGONER }
Filed for Record in the Office of the COUNTY CLERK AND RECORDER
NOV 29 1976
AT 2:22 O'CLOCK
JACK G. JONES, County Clerk
By Marie Boyd Deputy





LOCATION MAP

SCALE 1" = 100'
NOTE: 1/2" Iron Pins set on all Corners

REVISED: 10-14-1976 Change Building Line Lots 1 and 24
Added 10' Easement East Side Lots 11 & 14
10-15-76 Change Building Line Lots 10 and 19
11-24-76 Change Building Line Lots 3 and 7

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

An Addition in Wagoner County, Oklahoma, a part of the NW¼ of Section 1, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CENTRAL OKLAHOMA LAND COMPANY, INC. an Oklahoma Corporation, being the sole owner of the fee simple title in as to the following described real property; The S½, SW¼, NW¼ of Section 1, Township 18 North, Range 15 East of the Indian Meridian, Wagoner County, State of Oklahoma, and has caused the above described land to be surveyed, staked, platted and sub-divided into lots, blocks and streets and have designated the same as FAIR OAKS EAST II, an Addition in Wagoner County, Oklahoma.

NOW, THEREFORE, the undersigned hereby dedicate for public use all the streets as shown in said plat and do hereby guarantee the title to all land covered by said streets, and for the purpose of providing an orderly developement of the above described real estate, and in order to provide adequate restrictive covenants for mutual benefit of themselves and their successors in title to the sub-divisions of said land (hereinafter referred to as lots), the undersigned do hereby impose the following restrictions and reservations and create the following easements which shall be binding upon it, its successors and assigns.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from date, at which time said covenants shall be extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants for mutual benefit of themselves and their successors in title to the subdivisions of said land (hereinafter referred to as lots), the undersigned hereby impose the following restrictions and reservations and create the following easements which shall be binding upon it, its successors and assigns.

If the parties hereto or their successors in title to subdivisions of said land shall violate or attempt to violate any of the covenants therein, it shall be lawful for any other person or persons violating or attempting to violate any such covenants therein, it shall be lawful for any other person or persons owing property situated in said development to prosecute any proceeding at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from do doing or to recover damages or other dues for such violations. Invalidation of one of these covenants by judgement of Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

(A) All lots in the Addition shall be known and described as residential lots, and shall be used for residential purposes only. EXCEPT herein after set forth, lots 12 & 13 may be used for recreational lots including a swimming pool if the before stated lot or lots are purchased by the Fair Oaks East Home Owners Association. If a swimming pool is constructed it is to be built and operated by the Fair Oaks East Home Owners Association and the before stated lot or lots must be purchased by the Fair Oaks East Home Owners Assoc. prior to September 1974, if it is to be used for recreational purposes, after which time they revert to residential use only. If at any time prior to or after September 1974, either lot 12 or 13 is purchase by any party other than the Fair Oaks East Home Owners Association, the said lots will be known as a residential lots only and shall be used for residential purposes only as described in the covenants of Fair Oaks East II. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single family dwelling; EXCEPT, that one storage barn, similar in construction and appearance and having a height no greater than the dwelling, may be constructed on each lot.

(B) No livestock of any type will be permitted in the stated Addition, UNLESS two or more ajoining lots are available, by a single owner, for its occupancy, either in FAIR OAKS EAST, or FAIR OAKS EAST II, or both. In this case no more than two larger type livestock, will be allowed at any one time.

(C) No building shall be located nearer to the front of the lot 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 15 feet to any side lot line.

(D) No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No part of the addition may be used for the maintenance and care or housing of swine, poultry, sheep or goats.

(E) No dwelling shall be erected or placed on any residential lot which an area of less than 1600 square feet, excluding open porches and garages.

(F) The exterior surface of all residences shall be at least 65% masonry.

(G) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall be at any time be used as residence, either temporarily or permently, nor shall any structure of a temporary nature or character be used as a residence.

(H) No structure previously used shall be moved onto any lot in the 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.

(J) 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 constructing, maintaining, operating, repairing, removing or replacing and all public utilities, including storm sewers, sanitary, sewers, telephone lines, electric power lines, transformers, gas lines and water lines, together with the right of ingress and egress upon said easements and right-of-way for the purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDING HOWEVER, that the undersigned OWNER reserves the right to construct, maintain, operated, lay and relaying over, across and along all strips of land within the easements shown thereon, both for the purposes of furnishing water and or sewer service to the area included in said plat, and to any other area.

Witness our hands and official seal on this 24th Day of November, 1976 in Broken Arrow Oklahoma.

ATTEST:
BY: John W. Adair
John W. Adair
Secretary

CENTRAL OKLAHOMA LAND COMPANY INC.
BY: Jim T. Brewer
Jim T. Brewer
President

(SEAL)

Acknowledged in statutory form on 24th Day of November 1976 By Jim T. Brewer, President of Central Oklahoma Land Company Inc.

Gaye A. Gilstrap
Notary Public

in an for the Wagoner County, Oklahoma.

My Commission Expires 8-30-77

CERTIFICATE OF SURVEY

I, the undersigned, of Tulsa County, Oklahoma, hereby certify that I have, at the instance of the owner designated herein, surveyed the above described survey and that the accompanying plat is a true and correct representation of said survey.

Bill Cox Jr.
Bill Cox Jr. #625
Registered Land Surveyor

Acknowledged in statutory form on _____ Day of _____ 1976 by Bill Cox Jr, before Gaye A. Gilstrap
Notary Public

In an for the Wagoner County, Oklahoma.

My Commission Expires 8-30-77

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1976 tax rolls the taxes on the above description are paid.

Ruby M. Roberts, County Treasurer
Ruby M. Roberts Deputy 10-26-76

Ernest Allen R.P.S. #372
Wagoner County Health Dept.
11-29-76