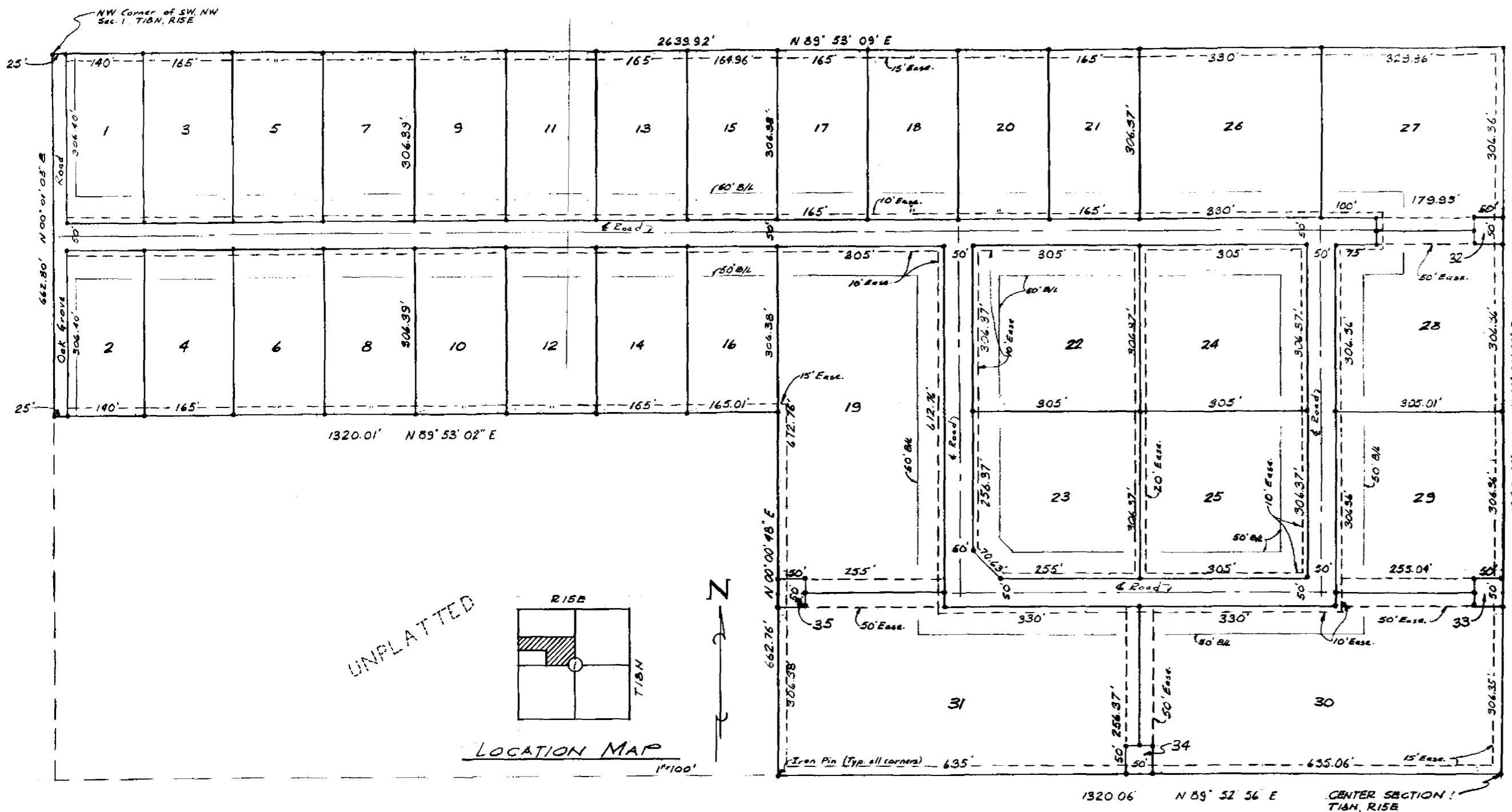


Fair Oaks East

A SUBDIVISION OF A PART OF THE
NORTHWEST QUARTER
SECTION 1, T-18N, R-15-E, WAGONER COUNTY, OKLA.

STATE OF OKLAHOMA)
COUNTY OF WAGONER)
FILED for Record in this Office of the
COUNTY CLERK AND RECORDED
Plan Book 5 Page 16
APR 25 1972
AT 11:30 AM O'CLOCK
JACK C. JONES, County Clerk
By *[Signature]* Deputy



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

An Addition in Wagoner County, Oklahoma, a part of the Northwest Quarter 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 and to the following described real property: The North-half of the Southwest Quarter of the Northwest Quarter (NW/2 SW/4 NW/4), AND the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) 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, an Addition in Wagoner County, Oklahoma.

NOW, THEREFORE, the undersigned hereby dedicate for public use all the streets as shown in said Plat and so hereby guarantee the title to all land covered by said streets, and for the purpose of providing an orderly development 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 fifteen (15) years from date, at which time said covenants shall be extended for successive periods of ten (10) years, unless by vote of a 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 their successors in title to sub-divisions of said land shall violate or attempt to violate any of the covenants therein, it shall be lawful for any other person or persons owning 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 so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment of Court order shall in no wise affect 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. 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. None of the lots may be divided except Lots 22, 23, 24, 25, 26, 27, 28 and 29 which may be divided into two lots and Lots 19, 30 and 31 which may be divided into four lots each; however, in no case should such divided portion have a frontage of less than 140 feet nor an area of less than 43,000 square feet.

C. No building shall be located nearer to the front or 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 of housing of swine, poultry, sheep or goats.

E. No dwelling shall be erected or placed on any residential lot which has 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 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.

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

I. All individual sewage systems shall be constructed in such a 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 rights-of-way for the purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED HOWEVER, that the undersigned Owner reserves the right to construct, maintain, operate lay and relaying 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.

Witness our hands and official seal on this 24th day of April, 1972, in Wagoner County, Oklahoma.

ATTEST: *[Signature]* CENTRAL OKLAHOMA LAND COMPANY, INC.
Secretary By: *[Signature]*
President

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of April, 1972, personally appeared William J. McCallister, to be known to be the identical person who subscribed the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.
[Signature]
Notary Public

My commission expires: 12-6-74

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

[Signature] LEWIS
L. S. 728

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of April, 1972, personally appeared William E. Lewis to be 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: 12-1-74
[Signature]
Notary Public

CERTIFICATE FOR THE TREASURER OF WAGONER COUNTY

I, Ruby M. Roberts duly elected Treasurer for the County of Wagoner Oklahoma, hereby, certify that the taxes through the year of 1971 are paid.

[Signature]