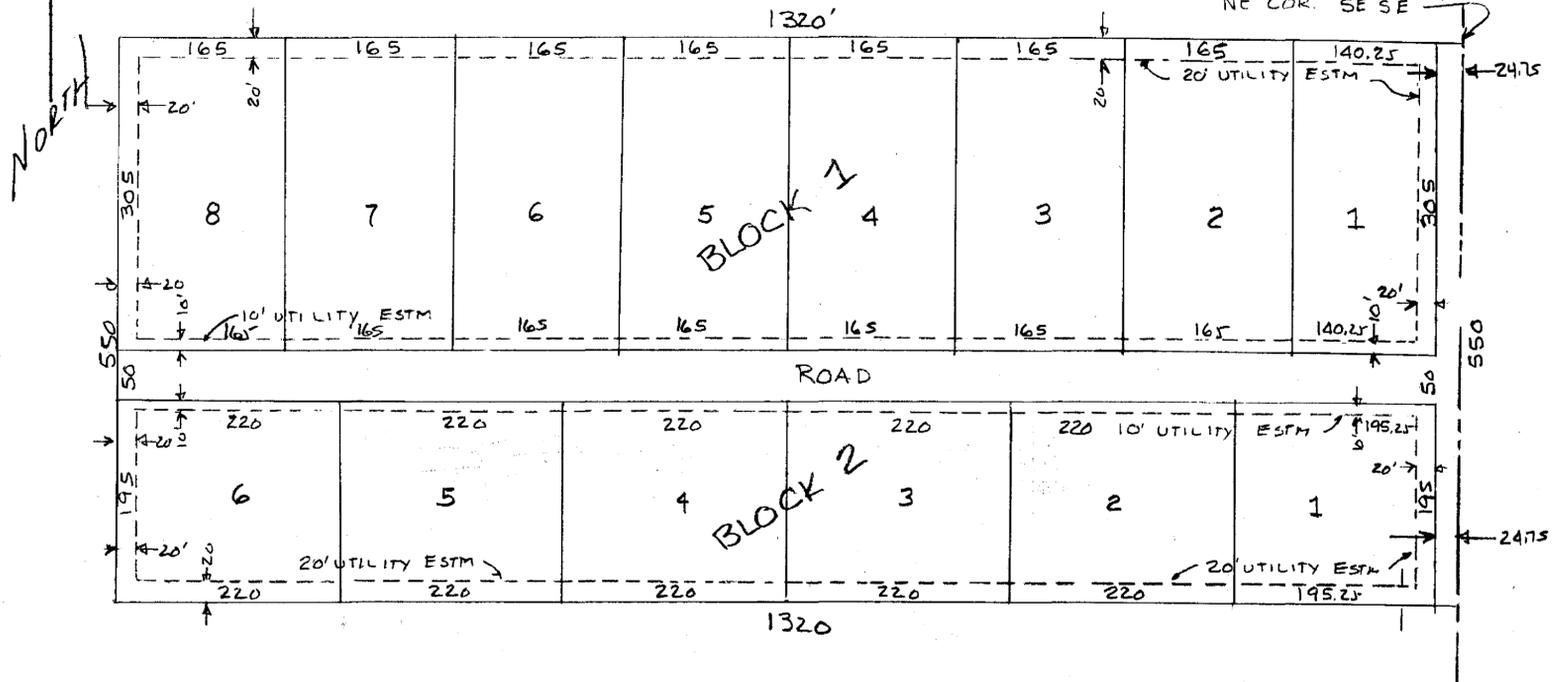
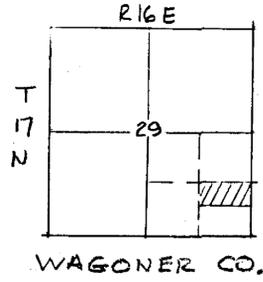


# GLENDALE ACRES

STATE OF OKLAHOMA  
 COUNTY OF WAGONER  
 Filed for Record in the Office of the  
 COUNTY CLERK AND RECORDED  
 Plat Book 7 Page 44  
 FEB 6 1978  
 AT 1:00 O'CLOCK  
 JACK E. JONES, County Clerk  
 J. E. Stearns, Deputy

A SUB-DIVISION OF THE NORTH 550 FEET  
 OF SE 1/4 SE 1/4 SECTION 29, T17N, R16E  
 WAGONER COUNTY OK.



APPROVED BY WAGONER CO.  
 HEALTH DEPARTMENT

**CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS**

Know all men by these presents: That G. W. WITHERS and MYRTLE WITHERS are the OWNERS of the following described property:

THE NORTH 550 FEET OF THE SE SE OF SECTION 29,  
 T17N, R16E, WAGONER COUNTY, OKLAHOMA

That the OWNERS of the above described property have caused the same to be surveyed, staked and platted into lots and blocks, street and utility easements and have the same to be named and described GLENDALE ACRES a subdivision to Wagoner County, State of Oklahoma according to the recorded plat thereof, and 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 development to the entire tract do so dedicate the following covenants. The restrictive covenants are for the benefit of the present owners and to the successors in title and that the owners impose the following restrictions and create the following easements to which it shall be incumbered to our successors to adhere.

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1998, 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, 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 another person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any of the other provisions shall leave the remaining provisions in full force and effect.

1. No building or structure shall be located nearer to the front line nor nearer to the side street than the building lines shown on the above and in any event, no building shall be located nearer than five (5) feet to any side lot line.
2. No noxious trade or activity shall be carried on, or 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, poultry, cattle or horses. No commercial business of any kind or nature shall be conducted on the described property.
3. No Motle-home will be allowed on any lot at any time.
4. No trailer or 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 be used as a residence.
5. No dumping of any kind will be allowed on any lot of the above subdivision.
6. No lot shall be used as a storage yard, or re-building area for salvage cars.
7. The undersigned OWNER further dedicates to the Public, forever the easements and the right-of-way as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operation, repairing, removing and replacement of any and all public utilities including storm sewers, sanitary sewers, telephone 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 every street shown on the above plat. Said dedication to the public includes electric lines, transformers, gas lines, and water lines. Provide also that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay over and under, across and along all of the streets shown in the above plat, and over and across all easements shown on above plat.

8. All individual sewer systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Departments.

EXECUTED this 6<sup>th</sup> day of February 1978

*G. W. Withers*  
 G. W. WITHERS

*Myrtle Withers*  
 MYRTLE WITHERS

State of Oklahoma)  
 County of Wagoner)ss

Before me, the undersigned, a Notary Public in and for the County of Wagoner State of Oklahoma on this 6<sup>th</sup> day of February 1978, personally appeared,

G. W. WITHERS AND MYRTLE WITHERS  
 to me known to be the identical persons who subscribed the names as the makers thereof to the foregoing instrument and as its owner, acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My Commission expires April 7<sup>th</sup> 1980

*Burland A. Vandeventer*  
 Notary Public

I, John F. Sheridan, a registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my current knowledge of the area.

*John F. Sheridan*  
 John F. Sheridan

I, hereby, certify that all 1977 taxes and back taxes have been paid on the above shown property

*Ruby Roberts*  
 Ruby Roberts  
 Wagoner County Treasurer.  
*By Shady Daddang, Dep.*

The Oklahoma State Department of Health certifies that this plat is approved for the construction of Individual sewage disposal systems. (public or individual)  
 SIGNED Caswell Sparks R. P. S. Date 2-6-1978  
Wagoner County Health Department