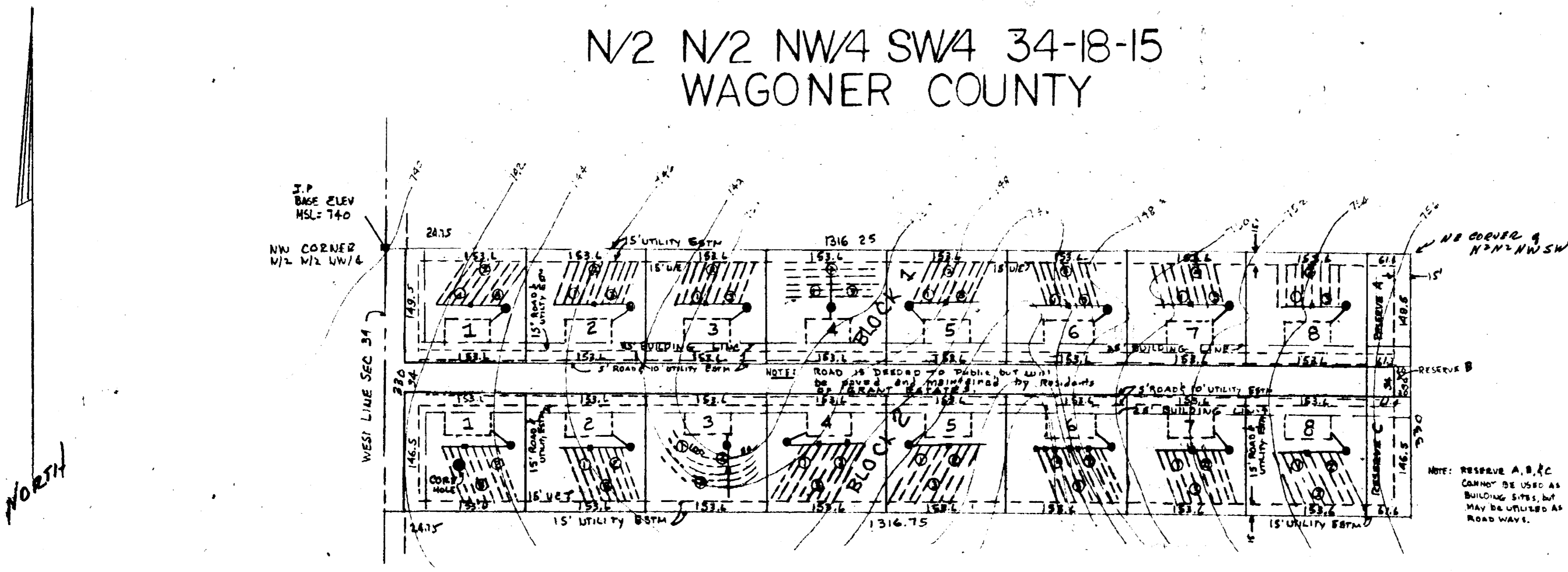
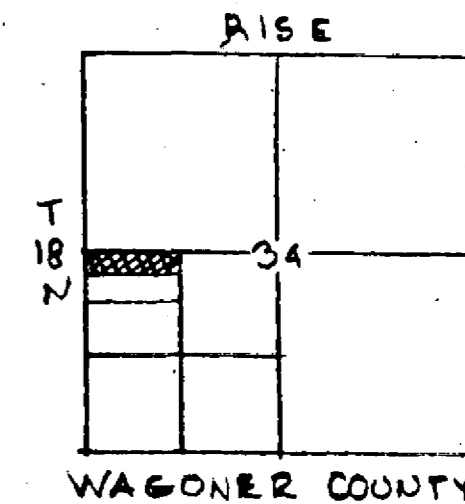


STATE OF OKLAHOMA
WAGONER COUNTY
FILED OR RECORDED
1984 OCT -4 PM 1:51
JERRY PHILLIPS
COUNTY CLERK

GRANT ESTATES

N/2 N/2 NW/4 SW/4 34-18-15
WAGONER COUNTY



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOWN BY ALL MEN BY THESE PRESENTS THAT Mil-Nor Builders Inc
L. A. PARKER and WILLYE STUBERT are the OWNERS of the following described property:

The N/2 N/2 NW/4 SW/4 of Section 34, Township 18 North, Range 15 East of the I.B. & M., Wagoner County, Oklahoma containing 10 acres, more or less.

That the OWNER of the above described property have caused the same to be surveyed, staked and platted into lots, blocks and streets and utility easements and have caused the same to be named "GRANT ESTATES" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the Public use the streets as shown on the attached plat, and do hereby guarantee clear title to all the lands dedicated as streets or utility easements, and for the purpose of providing adequate restrictive covenants for the mutual benefit to the now owners and to the successor in title, to the subdivision of the said tract, herein referred to as lots, do hereby impose the following restrictions 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 rights under then until June 26, 2004 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 then 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 here, it shall be lawful for any other person owning any real estate situated in said development or subdivision to prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him, her or them from doing so. Invalidity of any of these covenants by judgement, vote or court order shall in no way effect any of the other provisions and they shall remain in full force and effect.

1. Each lot may be used for only one single family dwelling.
2. No building shall be located nearer than 25 feet from the front of the lot, nor nearer than 7 1/2 feet of any side lot line.
3. No residence or structure shall be erected on any building lot which has an area less than shown on the recorded plat.
4. No noxious trade or activity shall be carried in, upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No commercial business of any kind or nature shall be conducted on the described property. No part of the property described shall be used for the maintenance care or housing of swine, poultry, or horses.
5. Each tract shall be permitted to construct a small storage shed, not to exceed 3/4 the height of the residential dwelling, and must be maintained and kept in clean and orderly condition.
6. No trailer, basement, tent, shack, garage, barn or other out building erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary nature be used as a residence.
7. No dwelling shall be erected on any lot where the living area is less than 1200 square feet exclusive of the open porches and garages. Exposed exterior wall area exclusive of doors, windows and gable area shall be 40% masonry.
8. No structure previously used shall be moved onto any lot in this subdivision.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, or for the storage of motor vehicles not in use by the occupant of the lot, or for the repair of motor vehicles of any kind.

10. All individual sewage disposal systems shall be constructed, equipped and maintained in accordance with the standards of the Oklahoma State Health Department.
11. No fence shall be constructed or allowed to remain in front of the building set back line.
12. No sign larger than one foot by five foot shall be used advertising sale or renting of property.
13. No trucks of inflammable or explosive cargo may be kept in this subdivision at any time.
14. The under signed OWNERS 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 utilities including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines, water lines together with the rights-of-way, the right of ingress and egress upon said easements for the uses and purposes afore said. Provided also that the OWNERS hereby reserves the right to construct, maintain and to operate, lay and relay over, across and along, all of the public streets shown in said plat, and across and along all strips of land included within the plat 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.
15. Underground Utilities
 - (A) Overhead poles lines for the supply of electric service may be located along the North, South, East, or West outer limits of the subdivision. Street lights or standards will be served by underground cable and elsewhere throughout said subdivision all supply lines shall be located underground in the easement-ways for the general utility services and streets shown on 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 may be located on all lots in said subdivision, may be run from the nearest service pedestal of transformer to the point of usage determined by the construction of such house as may be located upon each lot provided that upon installation of such a service cable to a particular house, the supplier of the electric service shall thereafter be deemed to have a definite permanent effective and exclusive right-of-way easement on said lot covering a five (5) foot strip extending 2.5 feet on either side of such service cable extending from the service pedestal or transformer to the service entrance on said house.
 - (C) The supplier of electric and telephone services, through their proper agents and employees shall at all times have the right of access to all 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.
 - (D) The owners of each lot shall be responsible for the protection of the underground electric and telephone facilities located on this property and shall prevent the alternation of grade or any construction activity which may interfere with the said electric and telephone facilities. Repairs or cost or relocation required by violation of covenant shall be paid by owner of the lot.
 - (E) The foregoing covenants shall be enforceable by the supplier of the electric and telephone services and the owner of each lot agrees to be bound.

IN WITNESS WHEREOF on this 4th day of OCTOBER 1984
Mil-Nor Builders Inc
L. A. PARKER, PRES
WILLYE STUBERT, SEC

State of Oklahoma)
County of Wagoner)ss
Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this 4th day of OCTOBER 1984 personally appeared L. A. PARKER, PRES & WILLYE STUBERT, SEC to me known to be the identical persons who subscribed the name of the makers thereof to the foregoing instrument as owners and 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 12-6-86
Marie O. Norman
Notary Public

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

I, the Treasurer of Wagoner County, State of Oklahoma certify that the 1983 taxes have been paid and 1984 have been paid in arrears.
Patsy Cortis
Wagoner County Treasurer

Oklahoma State Health Department Certificate
The Oklahoma State Health Department hereby certifies that this plat is approved for the construction of individual sewage disposal systems, and community water.

Robert J. Phillips
Date 4 Oct 1984 Wagoner County Health Department

Approved by the Wagoner County Metropolitan Planning Commission.
Date 8-2-84 Wagoner County Metropolitan Planning Commission
Wendy K. Allison

6 AUG 84
W.C. Jones
[Signature]