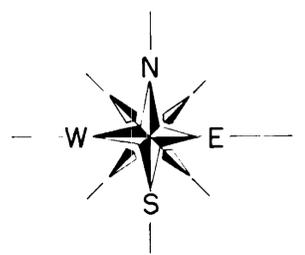
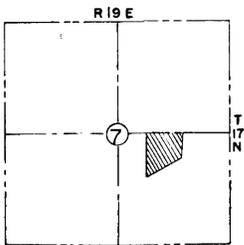
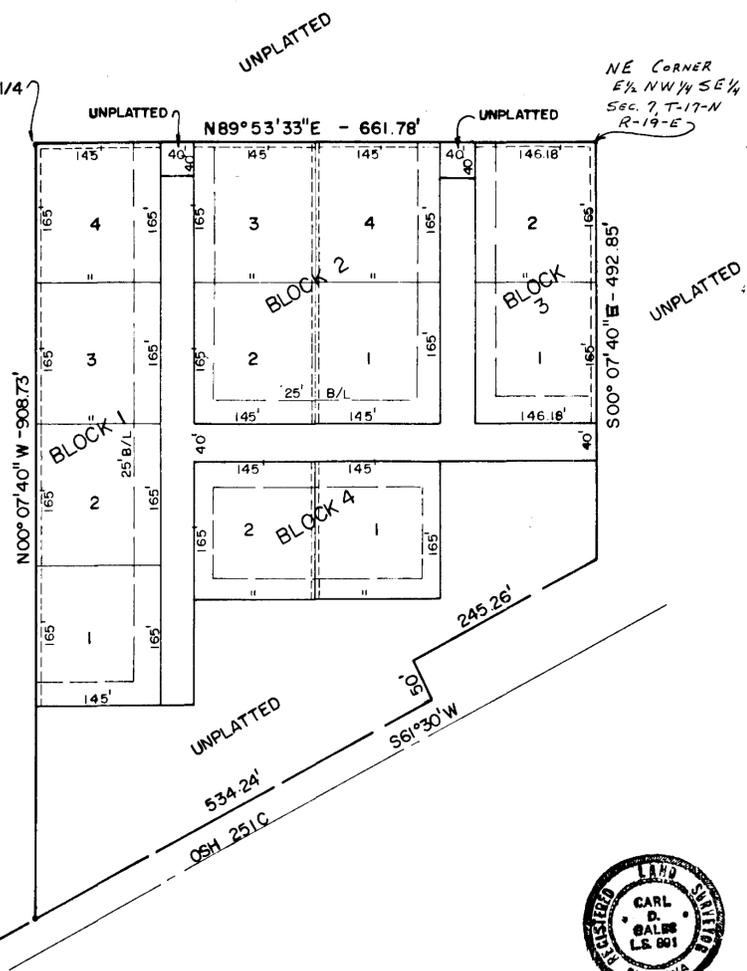


Plot Cabinet #12B,  
 JUN 19 1979  
 AT  
 DATE

# HACKBERRY HILL ADDITION



NW CORNER  
 E 1/2 NW 1/4 SE 1/4  
 SEC. 7, T-17-N  
 R-19-E



VIRGINIA LEE  
 ADDITION



**APPROVED**  
 The Board of County Commissioners approves this plat and accepts the roadway and easements as shown on this plat and are to become a part of Wagoner County, Oklahoma Roadway and Easement System.  
 This \_\_\_\_\_ day of April, 1979.

Chairman of the Board

**CERTIFICATE**  
 This is to certify that the tax records of the County Treasurers Office of Wagoner County show no delinquent taxes owned by the above described real estate, and that a sufficient surety bond has been deposited with the said County Treasurer to cover the 1979 ad valorem taxes in compliance with Title II, Section 514, OSA 1941.

BLOCK	LOT	TIME REQUIRED TO DROP 1 inch in Minutes
1	1	12
2	2	13
1	3	17
1	4	26
2	1	13
2	2	25
2	3	18
2	4	15
3	1	15
3	2	14
4	1	27
4	2	26

I hereby certify that the above percolation test are correct.  
 Carl D. Gales  
 PE No. 10567  
 Registered Individual Septic System Designer.  
 May 15, 1979

SCALE: 1" = 100'

**RESTRICTIVE COVENANTS**  
 WHEREAS, THE above named owners being desirous of maintaining conformity in the improvements and providing protection for the future owners in the above named Hackberry Hill Addition and further to provide the necessary streets and other convenience do hereby dedicate for the public use all of the streets as shown on said plat and impose the following restrictive covenants for the mutual benefit of themselves and their successors in title to all or any portion of said tract, hereinafter referred to as lots, and to create easements hereinafter described to which it shall be incumbent upon them or their successors to adhere and observe as follows: to-wit:

- (A) All lots shall be known and described and used solely for a single family residence or a trailer home. No structure shall be more than one story in height and all residences and trailer home shall be set parallel to the front lot line.
- (B) No building or other structure shall be located closer than 30 feet to any front property line and fifteen (15) feet to any side or rear property line and a fence shall be placed on the front twenty (20) feet of any lot. All lots shall comply to building lines and easements shown on the recorded plat.
- (C) No plot for residential or other structure shall be subdivided into building plots having less than six thousand (6000) square feet of area or a width of less than fifty feet each, nor shall any building be erected on any residential plot having an area of less than six thousand (6000) square feet.
- (D) No noxious or offensive trade or enterprise shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (E) No advertising sign shall be allowed in front of any tract or parcel of ground larger than two (2) feet square.

- (F) No basement, tent, shack, garage, barn, or other outbuildings erected on any tract shall any time be used as a residence, temporarily or permanent, nor shall any residence of temporary nature be permitted. No used structure shall be moved on any lot from another location. However, prefabricated or sectional structures which have not been used will be permitted.

- (G) No cesspool, leaking tank, or privy shall be built, erected, or allowed to remain on any tract and no drain from septic tank shall be constructed with fifteen (15) feet of the front property line nor within ten (10) feet of either side or rear property line. All septic tanks shall be a minimum of one thousand (1000) gallon capacity with a minimum of three hundred feet and a distribution box that will accommodate six (6) lateral connections; the system shall be constructed in a scientific manner to compliance with all State, County, and City Health laws, and shall be inspected by the developers of the addition. All bridges, footpaths, fences and other structures shall be so constructed as not to obstruct any dam or as to constitute an obstruction across any creek or to pollute or allow anything else to pollute any creek or allow sewage or other waste material to enter any creek or stream.

- (H) The exteriors of all dwellings must be constructed of drop siding, asbestos siding, masonry, stucco, brick, stone, or any other standard approved type of construction commonly in use excluding cardboard, prestboard, and similar materials that deteriorate in ten (10) years or less. All building and other structures shall be solid masonry footings, and foundations on all outside walls with no visible piers. All Trailer home shall have skirts of corrugated iron, corrugated aluminum or concrete block and shall be placed within ninety (90) days after trailer is placed on the Lot Skirts shall be placed on all four sides.

- (I) No building shall be erected on a tract whose ground floor space square foot area is less than six hundred (600) square feet, exclusive of porches and garages, and all trailers shall have at least seven hundred (700) square of floor area.

- (J) The undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines, towers, and sewer lines, together with the right to ingress and egress for such construction, maintenance, operation, or laying over, across, and along all of the streets, avenues, walk-ways and easements as shown on the accompanying plat, both for the purpose of furnishing water, gas and or sewage service to the area shown on said plat and to any other areas.

- (K) No live animals, livestock or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats, other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. Pets shall be limited to not more than three (3) mature animals.

- (L) All lots must be mowed and debris removed when needed. No inoperative automobiles shall be left on the lots or in the streets. After ninety (90) days, all such automobiles will be towed away and stored at the expense of the lot owner.

These covenants and restrictions are to run with the land and shall be binding on all parties and all parties claiming into them until June 1, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the owners of the lots, it is agreed to change or terminate the said covenants and restrictions in whole or in part.

If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants or restrictions hereto, it shall be lawful for any other person or persons owning any other tracts 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 or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed and have hereunto set their hands at Wagoner, Oklahoma, this day June 18 1979

P. B. DeWess, Inc.  
 DeWess, Inc.

HACKBERRY HILL ADDITION

**CERTIFICATE OF OWNERS**  
 KNOW ALL MEN BY THESE PRESENTS: That DeWess, Inc., Tulsa County, State of Oklahoma, is the owner of the following described real estate located in Wagoner County, Oklahoma. To-wit: All that part of the East one-half of the Northwest one-quarter of the Southeast one-quarter of Section 7, Township 17 North, Range 19 East, lying North of Oklahoma State Highway 2510 and does hereby certify that it has caused the same to be platted into lots, blocks, Street and Easements according to this plat which it does accept under the name of HACKBERRY HILL ADDITION in Wagoner County, Oklahoma and does hereby dedicate to the public all streets and easements shown hereon, and that it shall become a part of the road and easement system of Wagoner County, Oklahoma, subject to all laws etc. governing its use as such. Dated this 18 day of June, 1979.

P. B. DeWess, Inc.  
 DeWess, Inc.

**IN WITNESS WHEREOF:**  
 The said DEWESS, INC. hereto has caused these presents to be signed in its name by its \_\_\_\_\_ President, its corporate seal affixed, and attested by its secretary at \_\_\_\_\_ this 18 day of June, 1979

Laula Belle Nelson  
 ATTEST: SECRETARY  
P. B. DeWess, Inc.  
 DEWESS, INC.

STATE OF OKLAHOMA  
 COUNTY OF WAGONER ss:  
 Before me the undersigned Notary Public within and for said County and State, on this 18 day of June 1979, personally appeared P. B. DeWess to known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as \_\_\_\_\_ 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 use and purposes therein set forth.

witness my hand and seal the day and year last written.  
 Commission expires; May 24 1981 Kathryn A. Morgan  
 Notary Public

**CERTIFICATE OF ENGINEER AND LAND SURVEYOR:**  
 KNOW ALL MEN BY THESE PRESENTS, that I Carl D. Gales, a registered Land Surveyor in the State of Oklahoma, have carefully and accurately surveyed and platted the above described property known as HACKBERRY HILL ADDITION, Wagoner County, Oklahoma, and that this is an accurate plat of the same.  
 Witness my hand and seal this \_\_\_\_\_ day of May, 1979.

Carl D. Gales L.S. NO. 891

State of Oklahoma  
 County of Muskogee ss.  
 Before me, the undersigned, a Notary Public in and for the said County and State personally appeared Carl D. Gales to me as his free and voluntary act of deed for the uses and purposes therein set forth.  
 Witness my hand and seal this 21 day of May, 1979  
 My commission expires May 24 1981 Kathryn A. Morgan  
 Notary Public

The Oklahoma State Department of Health certifies that this plat is approved for the construction of  
Individual (public or individual) sewage disposal systems.  
 SIGNED Chas. D. Sparks P.S. Date 6-4-1979  
Wagoner County Health Department

County Treasurer  
Paul M. DeWitt  
 County Treasurer