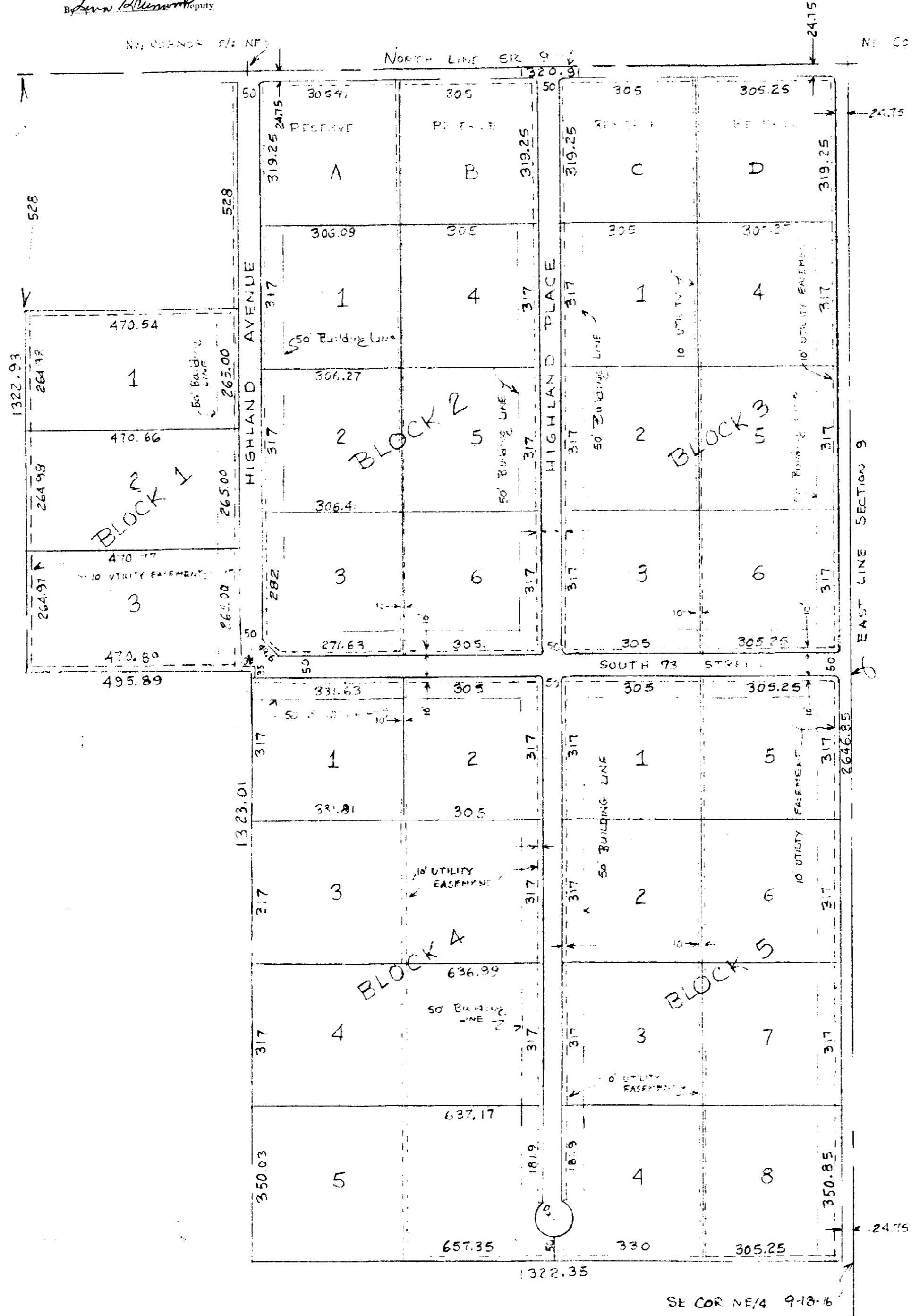
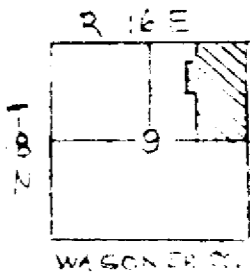


# HIGHLAND ACRES EAST

AN ADDITION TO WAGONER COUNTY, OKLAHOMA

STATE OF OKLAHOMA  
 COUNTY OF WAGONER  
 Filed for Record in this Office of the  
 COUNTY CLERK AND RECORDED  
 Plat Book 4 Page 13  
 MAY 27 1969  
 AT 10 am O'Clock  
 JACK C. JONES, County Clerk  
 By *[Signature]*



## CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

### KNOWN ALL MEN BY THESE PRESENTS

That JOE L. BARTHEL and NAOMA K. BARTHEL, WILTON W. WORKS and PATRICIA S. WORKS, are the owners of the following described property, to-wit:

The East half of the NE/4 and the South nine (9) acres of the East fifteen (15) acres of the NW/4 NE/4 of Section 9, Township 10 North, Range 16 East, Wagoner County, State of Oklahoma.

That ELOY W. KENDRICK and WANDA JEAN KENDRICK, are the owners of the following described property, to-wit:

The East 35 feet of the North 528 feet of the NW/4 NE/4 of Section 9 Township 10 North, Range 16 East, Wagoner County, State of Oklahoma.

That we JOE L. BARTHEL and NAOMA K. BARTHEL, WILTON W. WORKS and PATRICIA S. WORKS, ELOY W. KENDRICK and WANDA JEAN KENDRICK, owners of the above described property, have caused the same to be surveyed, staked and platted into lots, streets and utility easements, and we 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 restrictive covenants for the mutual benefit of ourselves and our successors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to 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 under them, until December 31, 1989, at which time said be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, then 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 any other 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 any 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 these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- (A) Reserve A, B, C, and D may be used as residential or commercial, but may not be used as heavy industrial.
- (B) No building shall be located nearer to the front, nor nearer to the side street line, than the building lines shown on the recorded plat, and in no event shall be located nearer than fifteen feet to any side lot line.
- (C) No noxious trade or activity shall be carried on 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 or poultry. No commercial business shall be conducted on the described property except as noted in item A.
- (D) Each tract shall be permitted to construct a small barn, not to exceed height of the dwelling, and must be maintained and kept in clean and orderly condition.
- (E) No trailer, 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 or character be used as a residence.
- (F) No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of over porches and garages, is less than 1200 square feet in area, and the exterior surface of all single family dwellings shall be at least 4 1/2% masonry.
- (G) No structure previously used shall be moved onto any lot in this addition.
- (H) All individual sewage systems shall be constructed in such manner as to meet all requirements set out by the County and State Health Departments concerned.
- (I) The undersigned OWNERS further dedicate to the public use forever

the easements and right-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 public utilities, together with the right of ingress and egress upon said easements for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat. Provided however that the undersigned OWNERS hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all of the public streets shown in said plat, and 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.

IN WITNESS WHEREOF, said Joe L. Barthel and Naoma K. Barthel, Wilton W. Works and Patricia S. Works, Eloy W. Kendrick and Wanda Jean Kendrick, have caused these presents to be executed this 26 day of May, 1969.

*[Signature]* Joe L. Barthel  
*[Signature]* Naoma K. Barthel

*[Signature]* Wilton W. Works  
*[Signature]* Patricia S. Works

*[Signature]* Eloy W. Kendrick  
*[Signature]* Wanda Jean Kendrick

STATE OF OKLAHOMA  
 COUNTY OF *[Signature]* ss

Before me the undersigned a Notary Public for the County of *[Signature]*, State of Oklahoma on the 26 day of May, 1969 personally appeared Joe L. Barthel and Naoma K. Barthel, Wilton W. Works and Patricia S. Works, Eloy W. Kendrick and Wanda Jean Kendrick, to me known to be identical persons who executed the within and foregoing instruments and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth. Given under my hand and seal of office the day and year written

My commission expires May 1, 1973  
*[Signature]* Brenda Kay [Signature]  
 Notary Public

## CERTIFICATE OF SURVEY

I, John F. Sheridan, the duly elected Surveyor of Wagoner County, State of Oklahoma and a registered land surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is true and correct to the best of my knowledge.

*[Signature]*  
 John F. Sheridan  
 Wagoner County Surveyor

I hereby certify the 1968 and Back Taxes have been paid on the above description.  
 Date 5/27/69  
*[Signature]* P. Miller, Co. Treasurer