

HILL VIEW ACRES II

Old Cabinet #1 - 18A

STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in this Office of the
COUNTY CLERK AND RECORDER

DEC 14 1979

AT 1:45 O'CLOCK
JACK C. JONES, County Clerk
By *Martha Young*

A SUB-DIVISION OF PART OF
5/2 OF NW/4 OF SECTION 5-18-15
WAGONER COUNTY

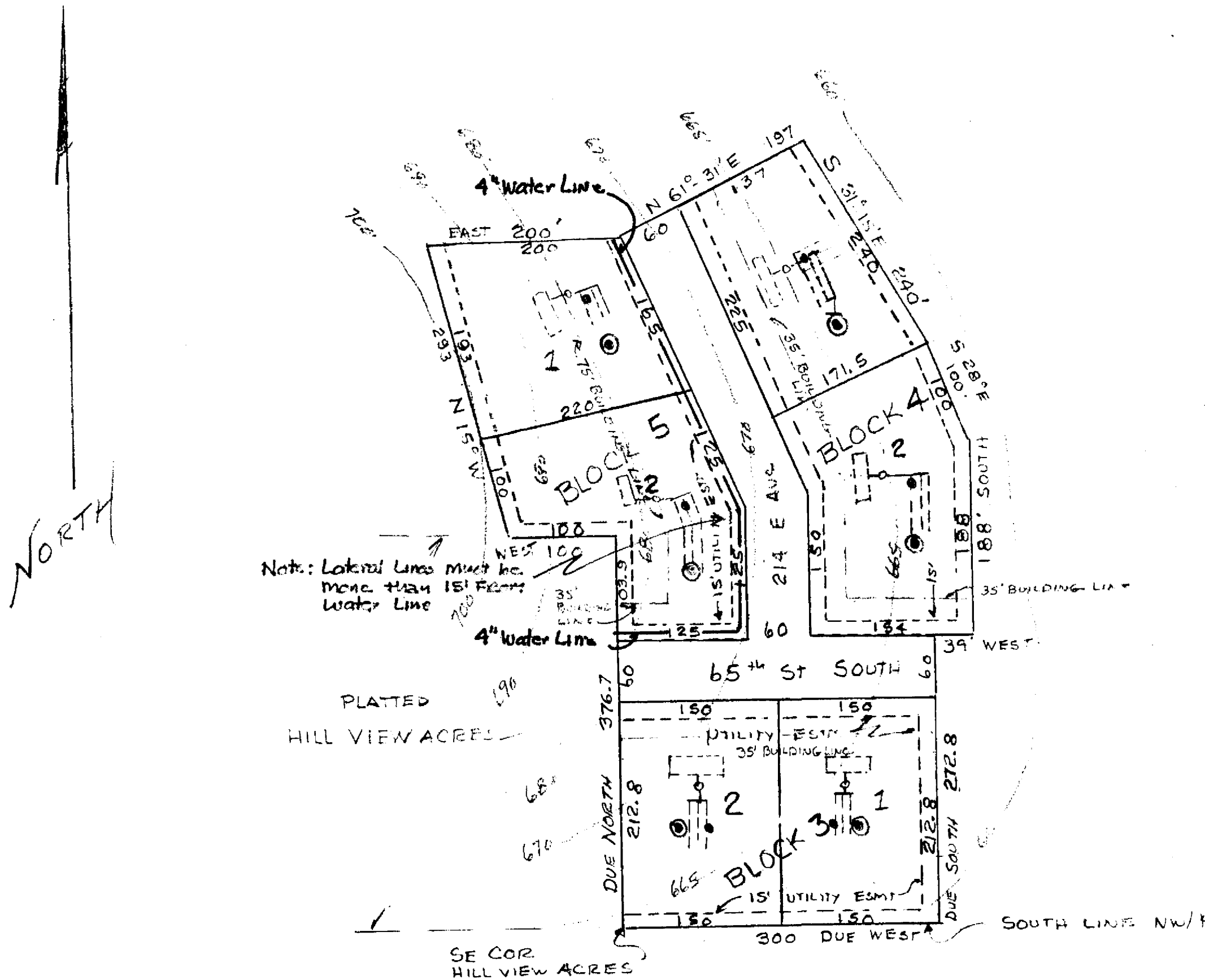
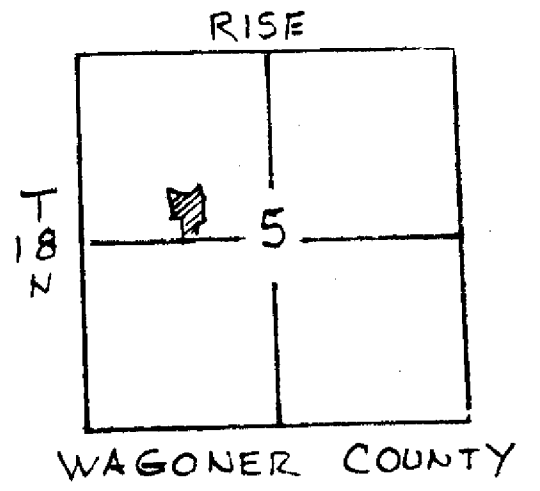
OKLAHOMA STATE DEPARTMENT OF HEALTH CERTIFICATE

The Oklahoma State Department of Health certifies that this plat is approved for the construction of individual sewage disposal systems.

December 5, 1979
Date

signed

Carroll W. Sparks RLS
WAGONER COUNTY HEALTH DEPARTMENT



● PERCOLATION TEST HOLE
○ CORE HOLE

13. 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. THE LAYOUT OF LATRINAL FIELDS WILL BE PER ENGINEER'S DESIGN, AS SUBMITTED ON ODH FORM 581.

CERTIFICATE OF DEDICATION & RESTRICTIVE COVENANTS

Known all men by these presents:

That **Earl L. Laney and Oleta Laney** are the owners of the following described property:

Beginning at the SE corner of "HILL VIEW ACRES" a platted sub-division in Section 5, T18N, R15E, Wagoner County, Oklahoma; THENCE North 376.7 feet, thence West 100 feet, thence N 15°W a distance of 293 feet, thence East 200 feet, thence N 61°31'E a distance of 197 feet, thence S 31°15'E a distance of 240 feet, thence S 28°E a distance of 100 feet, thence South 188 feet, thence West 39 feet, thence South 272.8 feet, thence West 300 feet to the point of beginning.

That the owners of the above described property have caused the same to be surveyed, staked and platted into lots, streets and utilities easements and have caused the same to be named and designated as "HILL VIEW ACRES II" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof and hereby dedicate for the Public use whenever 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 do dedicate the following covenants. The restrictive covenants are for the benefit to 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 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 August 31, 1990, 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 any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceeding at law or in equity against the persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidity of any of the provisions shall leave the remaining provisions in full force and effect.

1. Each lot may be used for only one single family dwelling.
2. No building or structure shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the above plat, and in any event, no building shall be located nearer than five feet to any side lot line.
3. No residence or structure shall be erected on any building plot which has an area less than that shown on the above plat. No lot may be subdivided. All homes shall be completed within six months.
4. 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 amaintenance, care, or housing of swine, poultry, cattle, or horses. No commercial business of any kind or nature shall be conducted on the described property.
5. No mobile-home shall be allowed on any lot at any time.
6. No trailer or busopent, 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 a temporary nature be used as a residence.
7. No dwelling shall be erected on any lot where the living area, exclusive of open porches and garages is less than 1,400 square feet, and the exterior surface of all family dwellings shall be at least 60% stone or brick. Garages shall be two-car.
8. No structure previously used shall be moved onto any lot in this addition.
9. A small out-building will be allowed, but construction must be in conformity with the dwelling architecture.
10. No dumping of any kind will be allowed on any lot of the above subdivision.
11. No lot shall be used as a storage yard or re-building area for salvage cars.
12. The undersigned Owners further dedicates to the Public use forever the easement and right-of-ways as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing, and replacement of any or all public utilities, including storm sewers, sanitary sewers, telephone lines, power lines together with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes above said, together with similar rights in each and every street shown on above plat. Said dedication to the public and utility includes electric lines and transformers, gas lines and water lines. Provided also the the undersigned owners hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all of the public streets shown on the above plat, and over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water, or sewer service to the area included in above plat and to any other area.

In witness whereof, the Owners have caused these to be executed this 13th day of December 1979

Earl L. Laney
Earl L. Laney

Oleta Laney
Oleta Laney

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 13th day of December, 1979 personally appeared Earl and Oleta Laney to me known to be the identical persons who subscribed the names for the makers thereof to the foregoing instrument and as its owner, acknowledge to me that they executed the same as their free and voluntary act for the use and purpose therein set forth.

My commission expires April 27, 1981

Martha Young
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 true and correct to the best of my current knowledge.

John F. Sheridan
John F. Sheridan

Wagoner County Treasurer Certification

I, hereby certify that the 1978 and back taxes have been paid on the above

Ruby M. White
Wagoner County Treasurer
By *Blayne S. Galloway, Dep.*