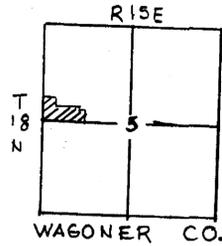
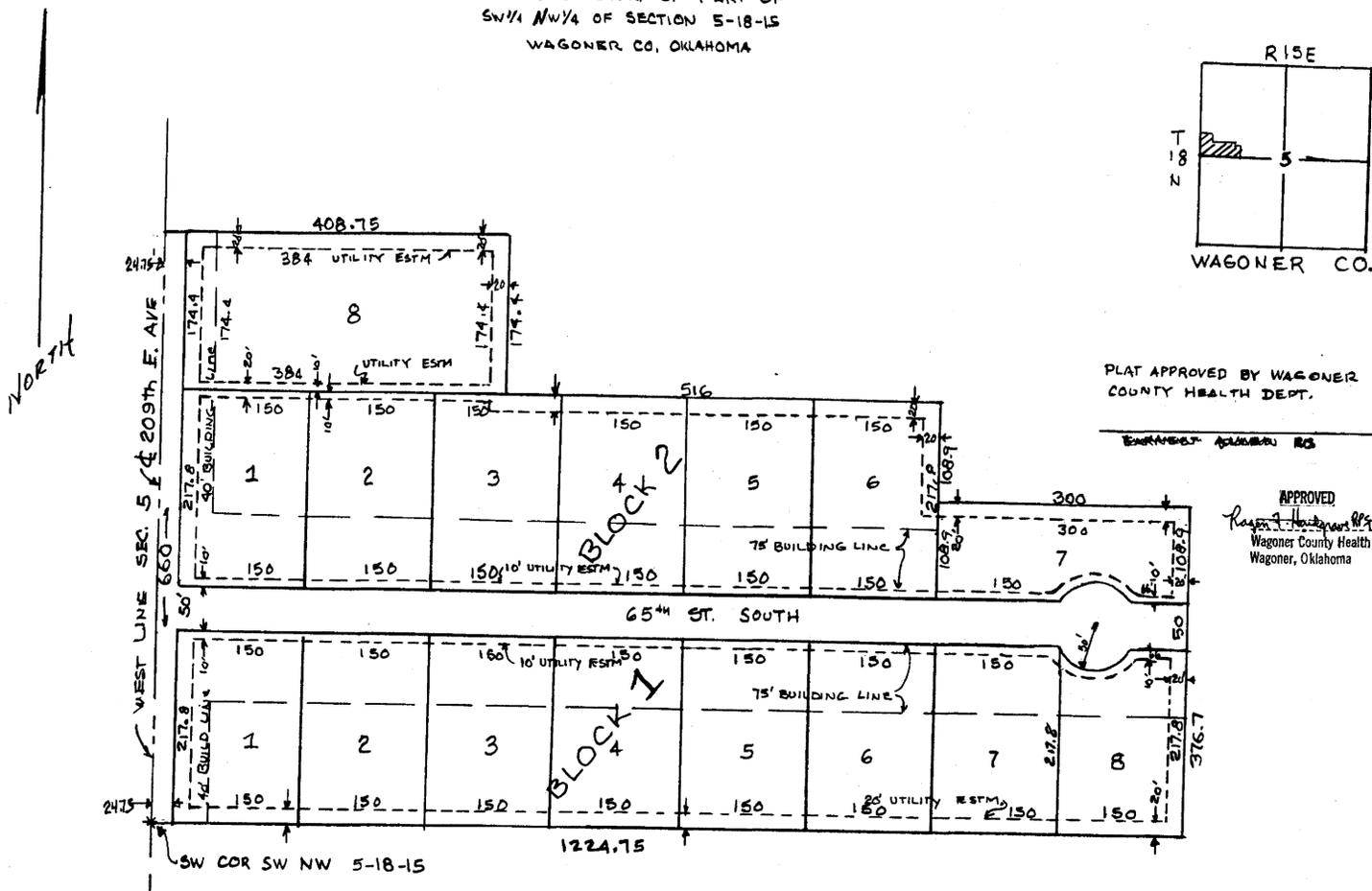


Plat Book Page 28  
 COUNTY OF WAGONER, OKLAHOMA  
 Filed for Record in the Office of the  
 COUNTY CLERK AND RECORDED  
**MAR 10 1977**  
 BY \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# HILL VIEW ACRES

A SUB-DIVISION OF PART OF  
 SW 1/4 NW 1/4 OF SECTION 5-18-15  
 WAGONER CO., OKLAHOMA



PLAT APPROVED BY WAGONER  
 COUNTY HEALTH DEPT.

APPROVED  
 \_\_\_\_\_  
 Wagoner County Health Department  
 Wagoner, Oklahoma

**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 SW corner of the SW NW of SECTION 5, T18N, R15E, Wagoner County, Oklahoma; Thence North 660 feet, thence East 408.75 feet, thence South 174.4 feet, thence East 516 feet, thence South 108.9 feet, thence East 300 feet, thence South 376.7 feet, thence West 1224.75 feet to the point of beginning containing 15.28 acres.

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", 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 person 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. Invalidation 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 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 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 subdivision.
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 dedicate 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, re-wiring, 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 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 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.

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.

In witness whereof, the Owners have caused these to be executed this 10th day of March 1977

Earl L. Laney  
 Earl L. Laney  
Oleta Laney  
 Oleta Laney

State of Oklahoma)  
 County of Wagoner)

Before me the undersigned, a Notary Public in and for the County of Wagoner, State of Oklahoma on this 10th day of March, 1977 personally appeared Earl L. Laney and Oleta Laney husband and wife to me known to be the true and lawful owners and subscribers to the names for the markets 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 2-7-78

Robert Lancaster  
 Notary Public

J. 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 1976 and back taxes have been paid on the above according to the 1976 tax rolls.

John M. Perkins  
 Wagoner County Treasurer