

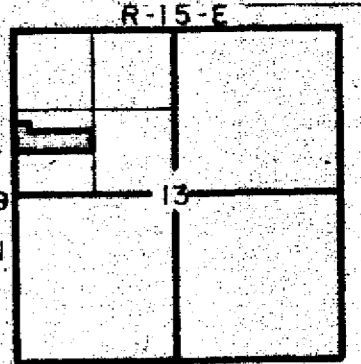
KONKLIN ACRES I

A SUBDIVISION OF THE SOUTH HALF (1/2) NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) NORTHWEST QUARTER (1/4) LESS The West 264 feet of the South 315 feet of the North 330 Feet, And the West 264 feet of the North 130 feet of the South 165 feet of the North Half (1/2) of the North Half (1/2) of the Southwest Quarter (1/4) Northwest Quarter (1/4) of Section 13, Township 19 North, Range 15 East, Wagoner County, Oklahoma.

Plat Book Page 47
STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED

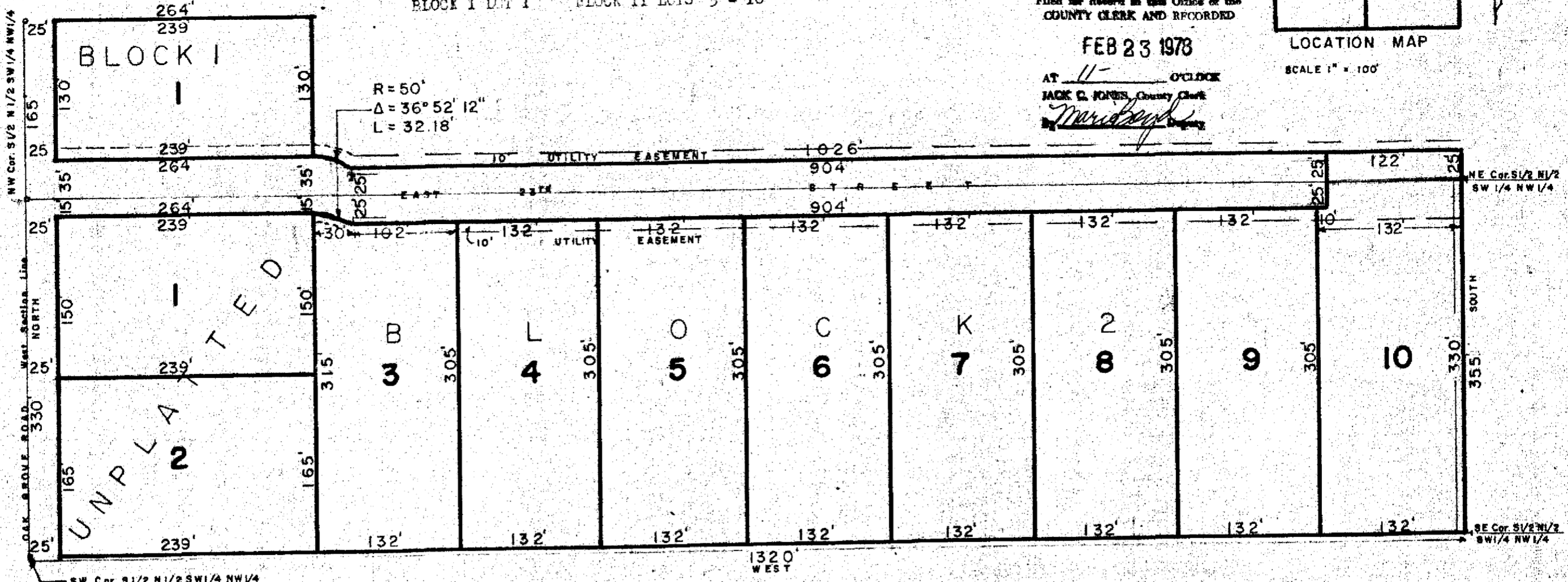
FEB 23 1978

AT 11 O'CLOCK
JACK C. FORBES, County Clerk
By *Murchison*



LOCATION MAP

SCALE 1" = 100'



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS KNOWN ALL MEN BY THESE PRESENTS

THAT

J. E. DENNY and BEITA JUNE DENNY, husband and wife, are the owners of the following described property, to-wit: A subdivision of the South Half (1/2) North Half (1/2) of the Southwest Quarter (1/4) Northwest Quarter (1/4) LESS the west 264 feet of the South 315 feet of the North 330 feet, and the West 264 feet of the North 130 feet of the South 165 feet of the North Half (1/2) of the North Half (1/2) of the Southwest Quarter (1/4) Northwest Quarter (1/4) of Section 13, Township 19 North, Range 15 East, Wagoner County, Oklahoma.

That J.E. DENNY and BEITA JUNE DENNY, Owners of the above described property, have caused the same to be surveyed, staked, platted into lots, streets, and utility easements, have caused the same to be named and designated as "KONKLIN ACRES I" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby guaranteed 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 to the successors in title, to the subdivisions of said tract, herein after 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 parties and all persons claiming under them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of twenty (20) years, unless by vote of two-thirds (2/3) of the owners of the lots, then it is agreed to change said covenants in whole or in part at any time changes are deemed necessary.

IF THE PARTIES HEREBY, - 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 their persons violating or attempting to violate any such covenants and either to prevent him or them from doing so to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- Each lot in this subdivision shall be restricted to residential single family dwellings. No lot may be subdivided to accommodate two or separate owners and/or dwellings.
- No buildings shall set closer to front of the lot than twenty-five feet (25'), nor nearer to the sides of lot than ten feet (10').
- No noxious or offensive trade or activity shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 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 a temporary nature or character be used as a residence.
- 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 open porches and garages, is less than 1400 square feet in area, and the exterior surface of all single family dwellings shall be at least fifty (50%) masonry. Each dwelling shall have not less than two (2) car attached garage.
- All hobby rooms, tool rooms to be a part of dwelling and be attached to same.
- Detached buildings shall conform to the basic style of the dwelling thereon, and must be maintained and kept in a clean and orderly condition.
- No building materials, old cars or other salvage shall be permitted. Building materials may be stored on lots for a period of thirty (30) days prior to start of construction. Construction to be completed within nine (9) months.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, one horse and other household pets, provided that they are not kept, bred or maintained for any commercial purposes.
- The undersigned OWNERS further dedicate to the public use forever the easements and right-of-ways as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including telephone lines, electric lines and transformers, gas lines, and water lines, together with the right of ingress and egress upon said easements and right-of-ways for the uses and purposes afore said, together with similar rights in each and every street 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 easement shown thereon, both for the purpose of furnishing water to the area included in said plat and to any other area.
- UNDERGROUND UTILITIES
 - Overhead pole lines for the supply of electric service may be located along the west side of the Addition, Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat, Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
 - Underground service cable to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot (5') strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such 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 by it.
 - The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and telephone facilities, The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF J.P. Denny and Beita June Denny have caused these to be executed this 23 day of February, 1978

J.P. Denny
J.P. Denny

Beita June Denny
Beita June Denny

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me the undersigned a Notary Public in and for the County of Tulsa and the State of Oklahoma, on this 23 day of February 1978, personally appeared J.P. Denny and Beita June Denny to me known to be the identical person or persons who subscribed the name of the maker thereof, the foregoing instrument and as its owners, acknowledge to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My Commission Expires 8/16/80

Deanne Blair
Notary Public

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that I have, at the instance of the owners, designated above, made the described survey, and that the accompanying plat is a true and correct representation of said survey.

Bill Cox Jr.
Bill Cox Jr. #425
Registered Land Surveyor

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, this undersigned, a Notary Public, in and for the County of Tulsa and the State of Oklahoma, on this 23 day of February 1978, personally appeared Bill Cox Jr., to me known to be the identical person who executed the same as his free and voluntary act and deed for the use and purposes therein set forth.

My Commission Expires 8/16/80

The Oklahoma State Department of Health certifies that this plat is approved for the construction of *Individual* sewage disposal systems.
Deanne Blair
Notary Public

SIGNED *Carroll Sparks* R. P. S. Date 2-23-1978
Wagoner County Health Department

I, the undersigned, the duly qualified and acting County Treasurer of Wagoner County, Oklahoma, hereby certify that according to the 1977 tax rolls the taxes on the above described property are

Ruby M. Roberts, County Treasurer

Ruby M. Roberts
2/23/78