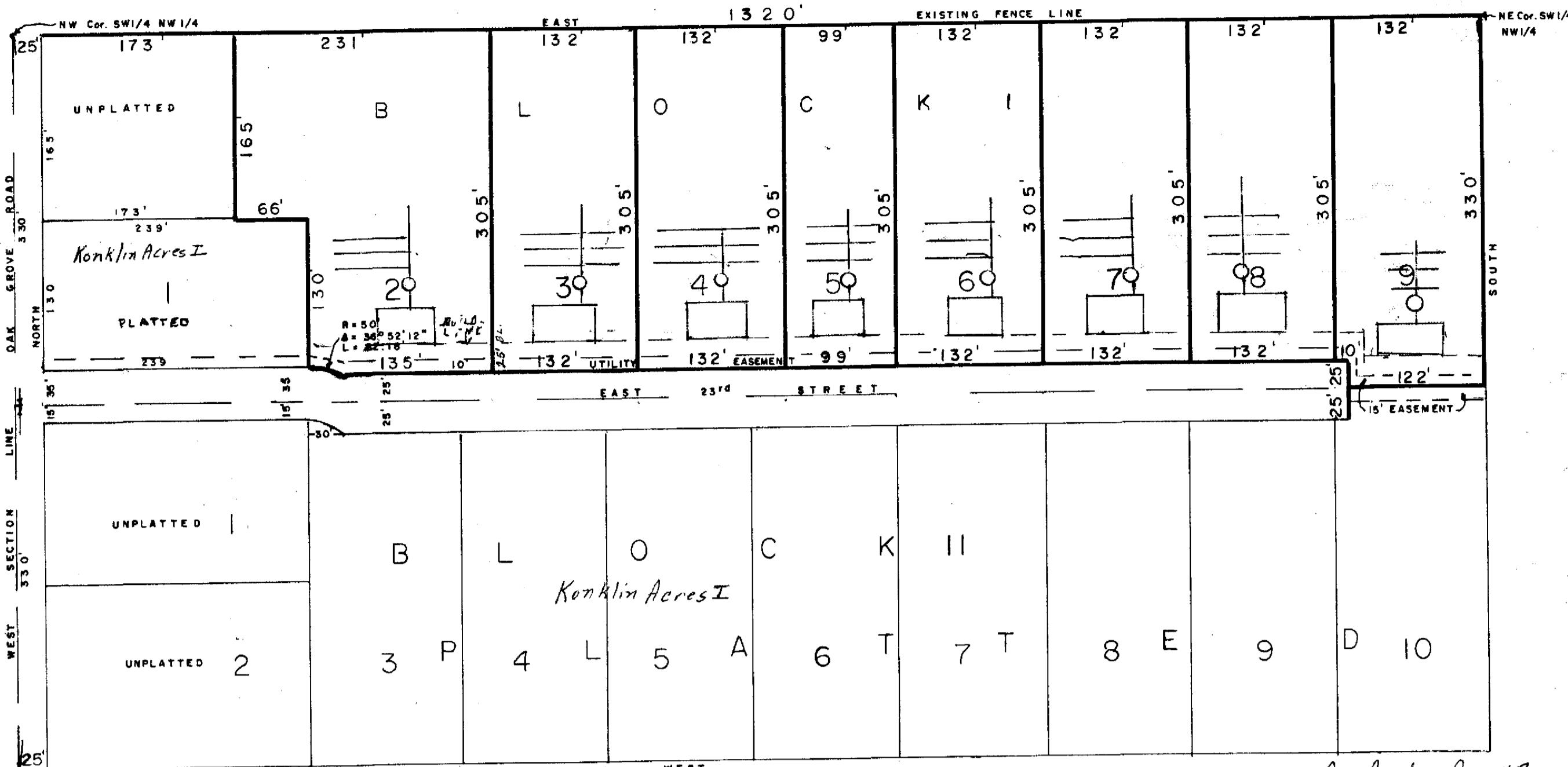
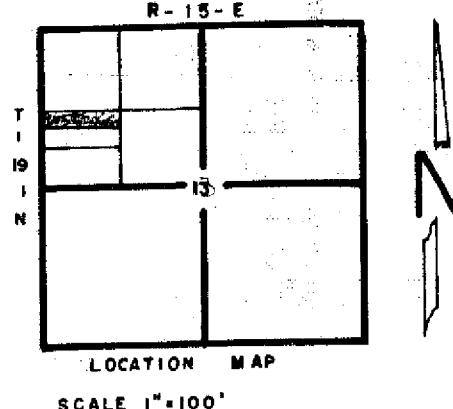


# KONKLIN - ACRES II

A Subdivision of the North Half (1/2) of the North Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) Less the North 165 feet of the West 198 feet and the West 264 feet of the North 130 feet of the South 165 feet of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 19 North, Range 15 East, Wagoner County, Oklahoma.



Plat Book 7 Page 47  
 STATE OF OKLAHOMA  
 COUNTY OF WAGONER  
 Filed for Record in the Office of the  
 COUNTY CLERK AND RECORDS  
**OCT 15 1979**  
 AT 9:32 O'CLOCK  
 JACK C. JONES, County Clerk  
 By *Mark Boyd* Deputy

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

David Wayne and Lori Jean Appleby, husband and wife, and Roger Alan and Mary Ann Seago, husband and wife, and Harley Eugene and Elizabeth Ann Denny, husband and wife and J.B. and Reita June Denny, husband and wife, are the owners of the following described property to-wit: A Subdivision of the North Half (1/2) of the North Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) Less the North 165 feet of the West 198 feet and the West 264 feet of the North 130 feet of the South 165 feet of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 19 North, Range 15 East, Wagoner County, Oklahoma.

That David Wayne and Lori Jean Appleby, AND Roger Alan and Mary Ann Seago, AND Harley Eugene and Elizabeth Ann Denny, AND J.B. and Reita 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 II" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, are hereby guarantee clear title to all lands so dedicated, and for the purpose of providing an orderly development of the entire 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, 1999, at which time said covenants shall be automatically extended for successive period 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 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 owner 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 damage or other dues for such violations. Invalidation of any 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.

- Each lot in this subdivision shall be restricted to residential single family dwelling. 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 charter 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 the 1100 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 material, 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 transformer, 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 aforesaid, 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 David Wayne and Lori Jean Appleby *David Wayne Appleby* *Lori Jean Appleby*  
 Roger Alan and Mary Ann Seago *Roger Alan Seago* *Mary Ann Seago*  
 Harley Eugene and Elizabeth Ann Denny *Harley Eugene Denny* *Elizabeth Ann Denny*  
 J. B. and Reita June Denny *J. B. Denny* *Reita June Denny*

Have caused these to be executed this 8 Day of Oct, 1979

STATE OF OKLAHOMA  
 COUNTY OF \_\_\_\_\_

Before me the undersigned a Notary Public in and for the County of Nowata and the State of Oklahoma, on this day of 8 Oct, 1979, personally appeared the above named persons to me known to be the identical persons who subscribed the name of the maker thereof to 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 2-12-81

*M. J. Bartlett*  
 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. #625  
 Registered Land Surveyor

STATE OF OKLAHOMA  
 County of \_\_\_\_\_

Before me, this undersigned, a Notary Public, in and for the County of Nowata and the State of Oklahoma, on this Day of Oct, 1979, 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 2-12-81

*M. J. Bartlett*  
 Notary Public

The Oklahoma State Department of Health certifies that this plat is approved for the construction of Individual sewage disposal systems.  
 (Public or individual)  
 SIGNED *Wagoner* R. P. S. Date 10-15-1979  
 Wagoner County Health Department

I, the undersigned, the duly qualified and sworn County Treasurer of Wagoner County, Oklahoma, do hereby certify that the above described plat has been filed for record and that the taxes on the same have been paid.  
 R. H. Roberts, County Treasurer  
*R. H. Roberts* Deputy