OWNER'S CERTIFICATE OF DEED OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

That, Richard P. Wilcox and P. B. DeWees, both being residents of the State of Oklahoma and the owners of the fee simple title in and to a certain tract of land known and described as the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), LESS the West 25 feet thereof, AND the Northwest diagonal One-half (1/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), LESS the West 25 feet thereof, AND the North Half (N/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), AND the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), AND the Northwest diagonal One-half (1/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), AND the North Half of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4), AND the North Half of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4), AND the South 25 feet of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4), AND the South 25 feet of the South Half (S/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), LESS the West 25 feet thereof, AND the East Three Hundred Ninety-six and two-tenths (396.2) feet of the West Four Hundred Twenty-one and two-tenths (421.2) feet of the North Three Hundred Thirty (330) feet of the South Three Hundred Fifty-five (355) feet of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Seventeen (17) North, Range Nineteen (19) East, Wagoner County, State of Oklahoma, and have caused the same to be surveyed and platted into Lots, Blocks, and Streets, designating the same as LAKE PARK ADDITION, of Blocks 12 through 18, and Commercial Area, an Addition to Wagoner, Wagoner County, Oklahoma.

Whereas the above named owners being desirous of maintaining conformity in the improvements and providing protection for the future owners in the above named ADDITION, and further to provide the necessary streets and other conveniences do hereby dedicate for the public use all of the streets as shown on said plat, and impose the following restrictive covenants for the mutual benefits of themselves and their successors in title to all or any portion of said tract hereinafter referred to as Lots, and to create easements as hereinafter described to which it shall be incumbent upon them or their successors to adhere and observe as follows, to-wit:

The following restrictions and reservations shall apply to be binding upon all lots in Blocks Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18).

(A) All lots in said Blocks 12, 13, 14, 15, 16, 17, and 18 shall be known and described and used solely as residential lots; all lots in Blocks 12, 13, 14, 15, 16, 17, and 18 may be used for single structure, two-family dwelling proposed, being commonly known as duplex structures; and no structures shall be erected, altered, placed on or permitted to remain on any of said lots in Blocks 13, 14, 15, 16, and 17 for other than single or two-family dwelling not to exceed One and One-half (1-1/2) story in height, also known as split-level dwellings, and one (1) or two (2) car attached or detached garages.

(B) No building or other structure shall be located closer than Twenty-five (25) feet to any front property line or side street line, but there is no restriction either expressed or implied against the location of any building or other structure more than Twenty-five (25) feet from any front property line or side street line. No building or other structure shall be located nearer than Ten (10) feet to any side lot line or nearer than Fifteen (15) feet to any rear lot line.

(C) No Plot for residential or other structure shall be subdivided into building plots having less than Ten Thousand (10,000) square feet of area or a width of less than Seventy (70) feet each, nor shall any building be erected on any residential plot having an area of less than Ten Thousand (10,000) square feet.

(D) No noxious or offensive trade or enterprise shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(E) No advertising sign shall be allowed in front of any tract or parcel of ground, larger than Two (2) square feet.

(F) No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporarily or permanent, nor shall any residence of temporary character be permitted.

(G) No cesspool, leaking tank or privy shall be built, erected or allowed to remain on any tract and no drain from septic tank shall be constructed within Fifteen (15) feet of the front property line, nor within Ten (10) feet of either side or rear property line. All such septic tanks shall be constructed in a scientific manner in compliance with all State, County, and City health laws; all bridges, foot paths, fences and other structures shall be so constructed as not to obstruct any dam or as to constitute an obstruction across any creek or to pollute or allow anything else to pollute any creek or allow sewage or other waste material to enter any creek.

(H) No building or other structure of any kind whatsoever shall be moved onto any lot from any other location, nor shall any garage or servants Quarters be occupied by the owners of such lots for residential purposes, nor rented for residential purposes.

(I) The exteriors of all dwellings must be constructed of drop siding, asbestos siding, masonry, stucco, brick, stone or any other standard approved type of construction commonly in use, excluding cardboard, prestboard, and similar materials that deteriorate in Ten (10) years or less.

(J) No building shall be erected on a tract, whose ground floor square foot area is less than One Thousand (1,000) square feet exclusive of porches and garages.

(K) The undersigned owners hereby reserve the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying or re-laying over, across and along all of the streets, avenues, walk-ways and easements shown on the accompanying Plat, both for the purpose of furnishing water, gas, and/or sewerage service to the area shown on said Plat and to any other areas.

(L) No live animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming into them until January 1, 1986, at which time said covenants and restrictions shall be automatically extended for successive periods of Ten (10) years, unless by vote of the majority of the owners of the lots, it is agreed to change or terminate the said covenants and restrictions in whole or in part.

The above restrictions and reservations apply to Blocks 12 through 18, with the following exceptions on Block 12: Lots 1 through 10 may be used for locating trailer homes or residences not more than one trailer or dwelling on each lot. Lots 7, 8, 9, and 10, Block 12, may be used for light commercial purposes, but shall provide Two (2) square feet of parking area for each square foot of floor space in each building. No commercial structure shall be more than one-story in height.

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other tracts in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or then from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court orded shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed and have hereunto set their hands at Tulsa, Oklahoma, this _____day of November, 1965.

Richard P. Wilcox
(Richard P. Wilcox)

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

P. B. DeWees
(P. B. DeWees)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard P. Wilcox and P. B. DeWees and acknowledged to me that they executed the within and foregoing Certificate of Dedication and Bill of Assurance as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 30 day of November, 1965.

Notary Public

My Commission Expires: 3-19-67

SURVEYOR'S CERTIFICATE

I, David C. White, of Tulsa County, Oklahoma, a partner in WHITE SURVEYING COMPANY, and a duly qualified and competent Surveyor, do hereby certify that we have surveyed and platted into lots, the property described above and the same to be known and designated as LAKE PARK ADDITION, an Addition to Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

David C. White
White Surveying Company

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Certified By: Harold R. Meyer
Registered Professional Engineer

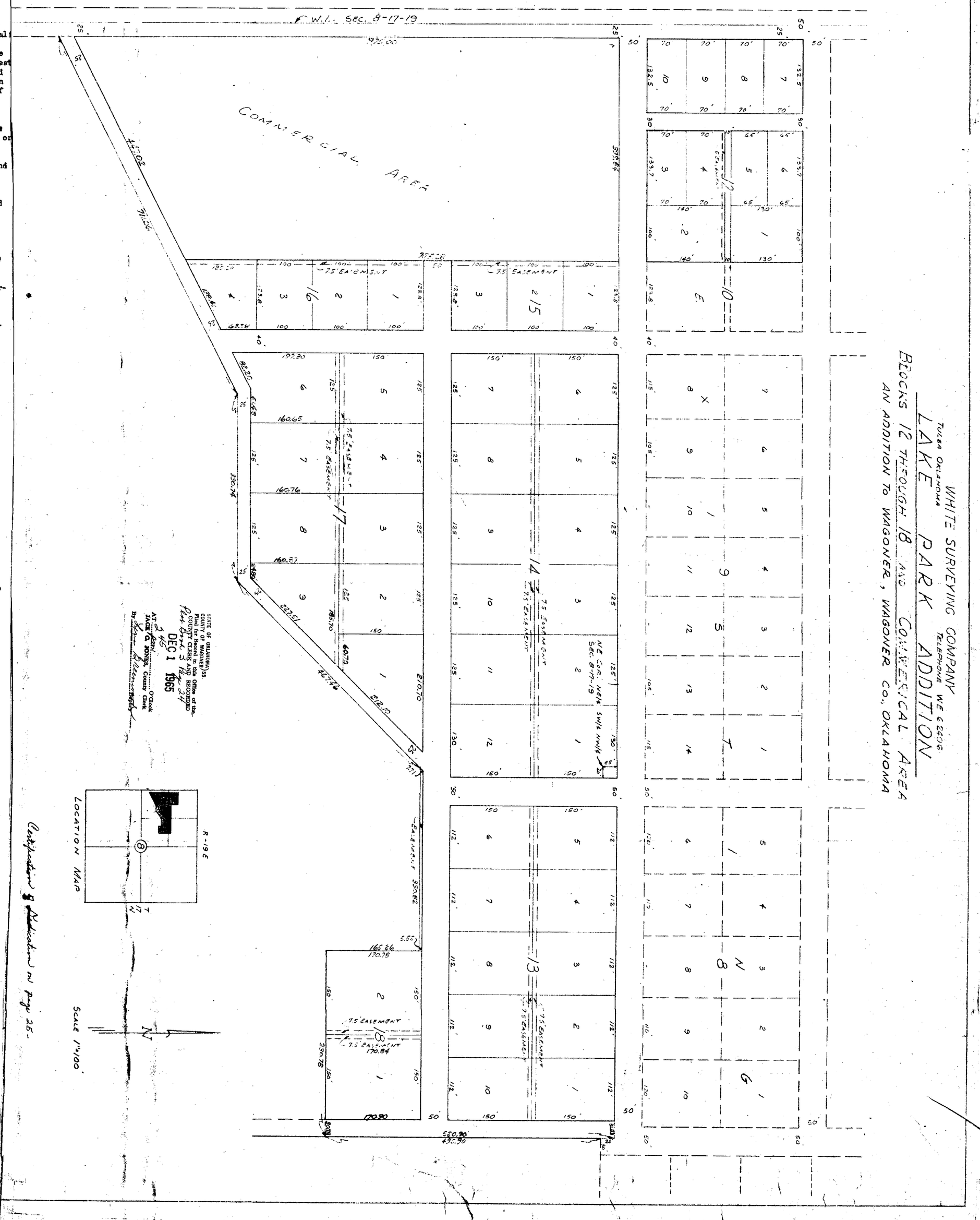
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David C. White and Harold R. Meyer, to me known to be the identical persons who entered the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

WITNESS my hand and seal this 30th day of November, 1965.

My Commission Expires September 26, 1968

Notary Public

This is to certify that all taxes, including 1965 taxes are paid in full on above description.
Joe P. Miller, County Treasurer.



TULSA OKLAHOMA
WHITE SURVEYING COMPANY
TELEPHONE WE 6-5506

LAKE PARK ADDITION

BLOCKS 12 THROUGH 18 AND COMMERCIAL AREA
AN ADDITION TO WAGONER, WAGONER CO., OKLAHOMA