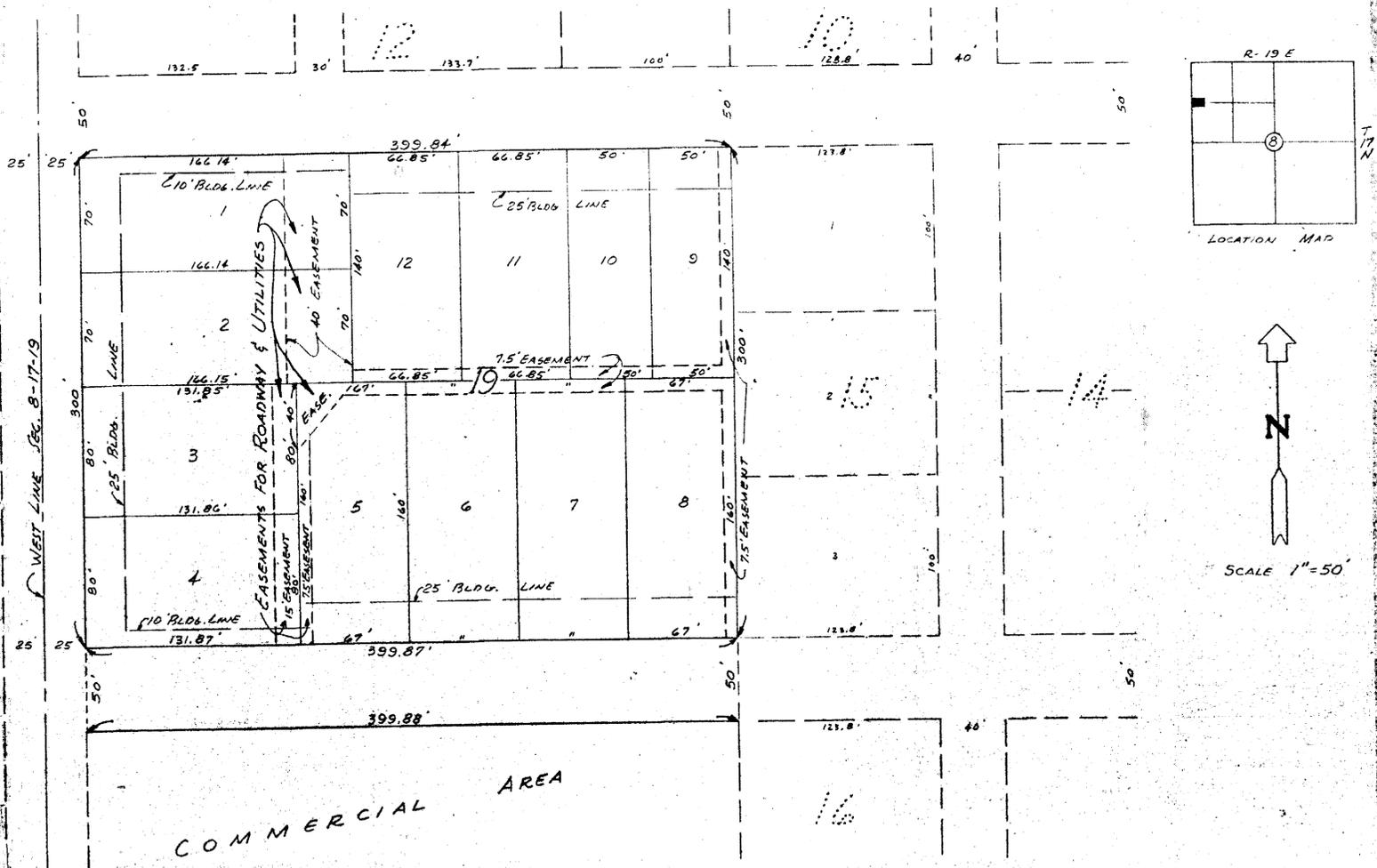


WHITE SURVEYING CO. TULSA, OKLAHOMA PHONE WE 6-2406
 BLOCK 19 LAKE PARK ADDITION
 A RESUBDIVISION OF THE NORTH 350' OF THE COMMERCIAL AREA
 AN ADDITION TO WAGONER, WAGONER COUNTY, OKLAHOMA



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 a portion of the East Half (E/2) of the Northwest Quarter (NW/4) of Section Eight (8), Township Seventeen (17) North, Range Nineteen (19) East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows, to-wit: Beginning at a point 25 feet North and 25 feet East of the Northwest Corner of the Northwest Quarter of said Section 8; thence South and parallel to the West line of said Section 8, a distance of 350 feet to a point; thence East a distance of 399.88 feet to a point; thence North a distance of 350 feet to a point 25 feet North of the North line of the Southwest Quarter of the Northwest Quarter of said Section 8; thence West and parallel with the North line of the Southwest Quarter of the Northwest Quarter of said Section 8, a distance of 399.84 feet to the point of beginning.

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 Block Nineteen (19).

- (A) All of Lots 1 through 4, inclusive, shall be known and described and used solely for a single residence, two trailer homes, or light commercial purposes. All of Lots 5 through 12, inclusive, shall be known and described and used solely for single residence or single trailer home. Any lot used for light commercial purposes 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.
- (B) No building or other structure shall be located closer than Twenty-five (25) feet to any front property line on Lots 1 through 12, inclusive. No building or other structure shall be located nearer than Seven and one-half (7½) feet to any rear or side lot lines on Lots 5 through 12, inclusive; Lots 1 through 4, inclusive, shall comply to building lines and easement lines shown on Recorded Plat.
- (C) No Plot for residential or other structure shall be subdivided into building plots having less than Seven (7) Thousand (7,000) square feet of area or a width of less than Fifty (50) feet each, nor shall any building be erected on any residential plot having an area of less than Seven (7) Thousand (7,000) 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 on Lots 5 through 12, inclusive.
- (F) No 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 buildings 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, preboard, 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 Eight (8) Hundred 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, 1987, 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.

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 them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order 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 31st day of August, 1966.

STATE OF OKLAHOMA)
 COUNTY OF WAGONER)
 Filed for Record in the Office of the
 COUNTY CLERK AND RECORDED
 Plat Book 3 Page 33
 SEP 7 1966
 AT 10 O'Clock
 JACK C. JONES, County Clerk
 by *[Signature]*

[Signature]
 (Richard P. Wilcox)

[Signature]
 (P. B. DeWees)

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

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 this 31st day of August, 1966.

My Commission Expires: 7-16-1970

[Signature]
 Notary Public

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

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 plotted into lots, the property described above and the same to be known and designated as Block 19, LAKE PARK ADDITION, an Addition to Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

SURVEYOR'S CERTIFICATE

Certified by: *[Signature]*
 Registered Professional Engineer

White Surveying Company

Witness my hand and seal this 31st day of August, 1966.
 My Commission Expires September 26, 1968.

Notary Public

[Signature]

[Handwritten notes and signatures in left margin]