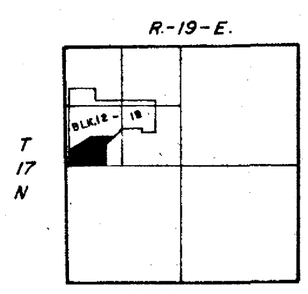
LAKE PARK ADDITION

BLOCKS 20 THROUGH 22 AND COMMERCIAL AREA
AN ADDITION TO WAGONER, WAGONER
COUNTY, OKLAHOMA

OWNERS:
P. B DeWEES, ADA DeWEES
RICHARD P WILCOX, VAIL WILCOX
1711 SO. UTICA AVENUE
TULSA, OKLAHOMA 74104

ENGINEER & SURVEYOR
WHITE SURVEYING COMPANY
4742 EAST 8TH STREET
TULSA, OKLAHOMA 74112
918-936-2406



SECTION 8
WAGONER COUNTY
LOCATION MAP

0 50' 100' 200' 300' 400' 500'
SCALE: 1" = 100'

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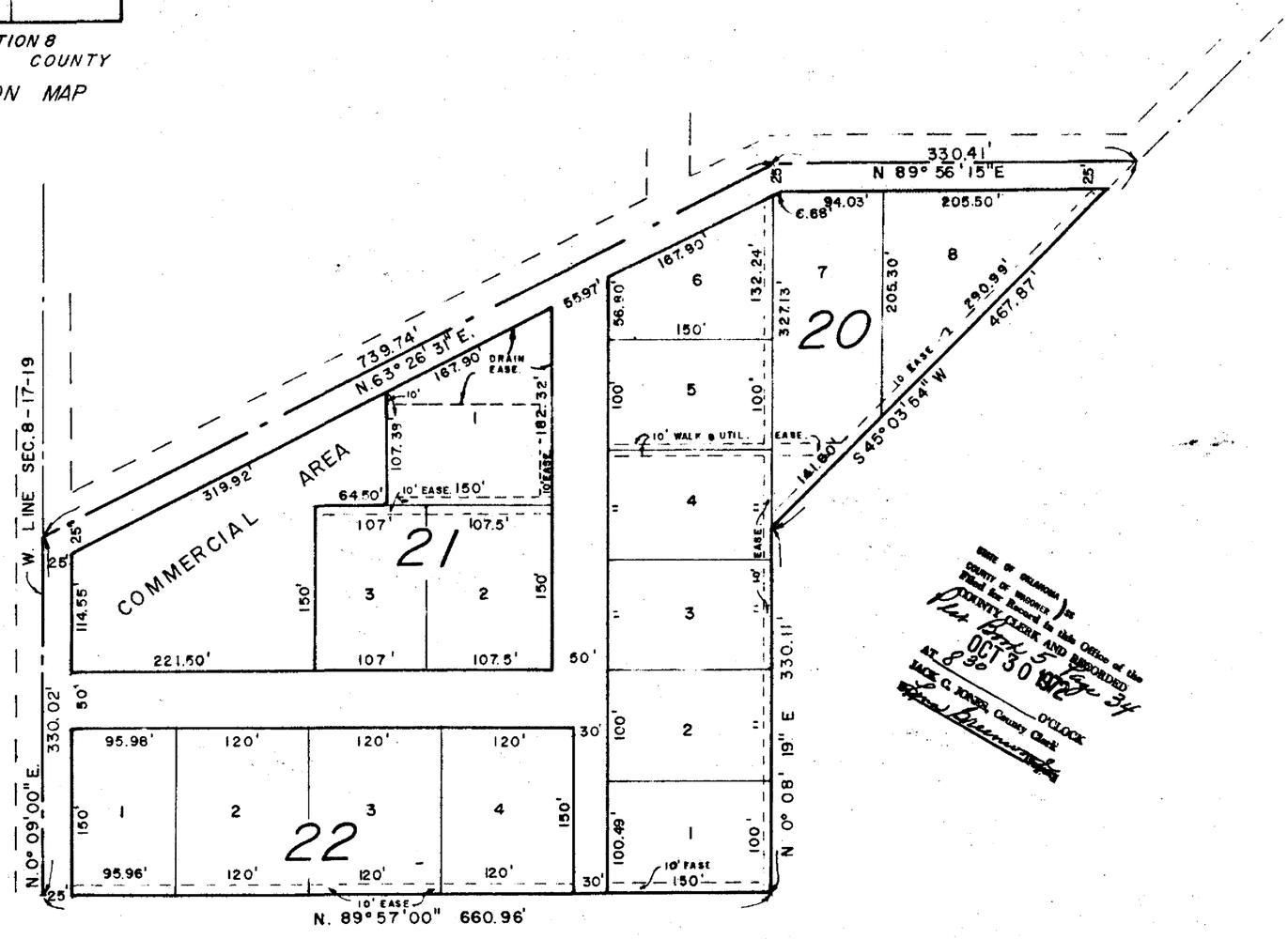

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }
Filed for Record in the Office of the County Clerk and Recorded
Plat Book 5 Page 34
OCT 30 1972
at 8:30 o'clock
Jack C. Jones, County Clerk
By Deputy

CERTIFICATE OF DEDICATION

BLOCKS 20 THROUGH 22 AND COMMERCIAL AREA
LAKE PARK ADDITION
To The City of Wagoner, Wagoner County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That P. B, DeWees, Ada Louise DeWees, Richard P. Wilcox and Vail G. Wilcox are the owners of the following described property, to-wit: The South Half (S/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) AND the Southeasterly Diagonal Half of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) AND the Northwest Diagonal Half of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) 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, according to the U. S. Government Survey thereof.

That we, the owners of the above described property, have caused the same to be surveyed, staked, and platted into lots, streets, and utility easements, have caused the same to be named and designated as "Blocks 20 through 22 and COMMERCIAL AREA - LAKE PARK ADDITION" to the City of Wagoner, Wagoner County, Oklahoma, and we hereby dedicate for public use, wherever 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 adequate restrictive covenants and for the orderly development of the entire tract for the mutual benefit to ourselves and our successors in title, to the subdivision of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be encumberred 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 January 1, 1992, at which time, said covenants shall be automatically extended for successive periods of Ten (10) years, unless by a vote of the then majority of owners of the lots, it is agreed to change said covenants in whole or in part. If the parties hereto, or any of 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 the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect. EXCLUDING, however, the COMMERCIAL AREA which is zoned for commercial use.

(1) All homesites in this tract shall be known and described as a single family residential homesite. No structure shall be erected, altered, placed or permitted to remain on any homesite which exceeds one story in height, and all residences must have a private garage for not less than two (2) cars attached to the residence. Any detached structures to be built on the homesite such as storage buildings, covered entertainment buildings, or areas, etc., shall conform to the basic design of the residence thereon, and the plans for such structures must be submitted to the developer for approval prior to starting the construction of same. Carports in addition to a two car garage will be permitted if attached to the residence.

(2) Exteriors of all structures erected on any homesite shall be constructed of a minimum of sixty-five percent of stone or brick.

(3) No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.

(4) No animals, nor livestock of any kind shall be raised, bred, or kept on any homesite, except dogs, cats, or other pets may be kept provided they are not kept, bred, nor maintained for any commercial purpose.

(5) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than Two (2) square feet, or one sign of not more than Five (5) square feet advertising the property for sale or rent, or signs of the builder to advertise the property during the construction and sales period.

(6) No mobile home, trailer, basement, tent, shack, garage, barn or other out-building type structure shall be moved onto any homesite in this residential development. No temporary structure will be permitted.

(7) No homesite will be used for the storage of materials of any kind for a period of more than Thirty (30) days prior to the starte of construction and then construction shall be completed within Twelve (12) months from the date of placing material on homesite. All homesites shall be maintained in a neat and orderly condition at all times. Weeds and grass shall be mowed periodically and shall not be left to go to seed.

(8) The undersigned owners further dedicate to the public use forever, the easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines, transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities any other apurtenance thereto, with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; provided, however, that the undersigned developers hereby reserve the rights to construct, maintain, operate, lay and relay water lines, and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the public streets, alleys and easements shown on said plat, and or sewer service to the area included in said plat and to any other area.

(9) No fence of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than Six (6) feet. No fence shall be placed in front of any residence

(10) All entrances from streets shall have drainage tile, the size to be approved by the developer or the City Commissioners of Wagoner, with a minimum of 12 inches buried to a depth where the top of the tile is at least 4 inches below street level at the edge of the borrow ditch.

(11) All individual sewer systems or septic systems shall have a minimum of 750 gallon tank and 250 feet of latteral and shall meet the requirements of the Wagoner County Health Department and the Health Department of the State of Oklahoma. Constructed to their specifications.

(12) All residences constructed shall have 1,200 feet of floor space or more, exclusive of porches, garages and overhangs.

(13) The front building line for all lots shall be Thirty (30) feet from the front property line. Side yard lines are Five (5) feet from the property line. Dimensions expressed are a minimum set back and any set back of more than Sixty (60) feet must be approved by the developer.

(14) All residences shall face the front property line and set parallel thereto.

(15) No junk nor inoperative motor propelled vehicles shall be left on any lot or parked on any street in this addition. If such remains parked Ninety (90) days or more, they must be disposed of by the owner thereof, or at his expense by property owners in this addition.

(16) No lot shall be subdivided into less than 14,000 square feet.

IN WITNESS WHEREOF, said P. B. DeWees, Ada Louise DeWees, Richard P. Wilcox and Vail G. Wilcox have caused these prsents to be executed this 27th day of October, 1972.

P. B. DeWees
Ada Louise DeWees

Richard P. Wilcox
Vail G. Wilcox

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public within and for said County and State, on this date October 27, 1972, personally appeared P. B. DeWees, Ada Louise DeWees, Richard P. Wilcox and Vail G. Wilcox, to me known to be the identical persons who subscribed the names of the makers thereon to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed, for the uses and purposes aforesaid.

Given under my hand and seal of office the day and year last above written.

My Commission expires July 29, 1976

Notary Public

SURVEYOR'S CERTIFICATE

I, David C. White, of Tulsa County, Oklahoma, a partner in WHITE SURVEYING COMPANY, and a Registered Land Surveyor, do hereby certify that I have platted into Lots, Blocks 20 through 22 and COMMERCIAL AREA - LAKE PARK ADDITION to the City of Wagoner, Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

White Surveying Company

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

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

WITNESS my hand seal this 27th day of October, 1972

My Commission expires: September 26, 1976

Mrs. H. Kirk White
Notary Public

According to the 1971 tax roll taxes on the above description are paid.
10-31-72
County Treasurer