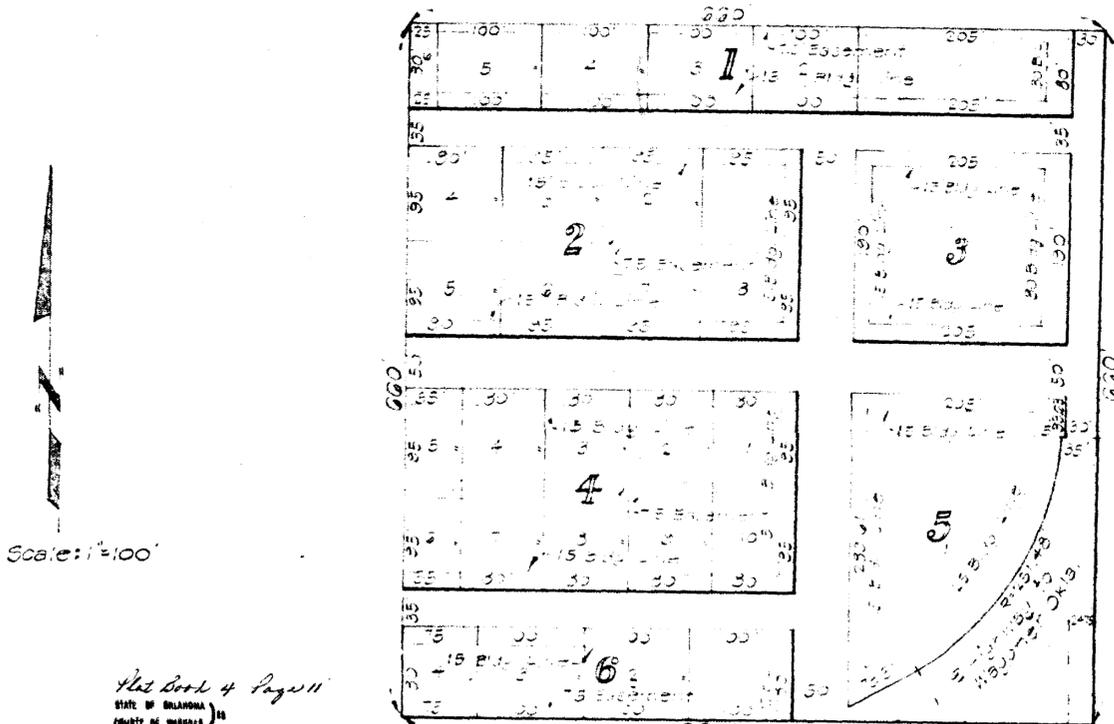


# LAKE PARK MOBILE HOME ADDITION

AN ADDITION TO WAGONER, WAGONER COUNTY, OKLAHOMA

White Surveying Company  
Tulsa, Oklahoma  
Phone: WE 6-2406



Plat Book 4 Page 11  
STATE OF OKLAHOMA )  
COUNTY OF WAGONER )  
Filed for Record in the Office of the  
PUBLIC CLERK AND RECORDED  
APR 2 1969  
AT 1:45 O'CLOCK  
MRS. G. Wagoner, County Clerk  
White Surveying Company

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

**KNOW ALL MEN BY THESE PRESENTS:**

That, RICHARD P. WILCOX AND P. B. DEWEESE, 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 Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seven (7), Township Seventeen (17) North, Range Nineteen (19) East of the Indian Base and Meridian, 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 benefit 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 2, 4 and 6, and Lots 2, 3, 4, 5 and 6, Block 1.

- (A) All lots shall be known and described and used solely for a single residence or a trailer home. No structure shall be more than one-story in height, and all residences and trailer homes shall be set parallel to the front lot line.
- (B) No building or other structure shall be located closer than fifteen (15) feet to any front property line and five (5) feet to any side or rear property line and no fence shall be placed on front ten (10) feet of lot. All lots 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 six thousand (6000) 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 six thousand (6000) 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 basement, tent, shack, garage, barn, or other outbuildings 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. No used structure shall be moved on any lot from another location. However, prefabricated or sectional which have not been used will 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 at least seven hundred fifty (750) gallons with two hundred (200) feet of lateral and 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) 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. All buildings and other structures shall have solid masonry footings, and foundations on all outside walls with no visible piers. All Trailer Homes shall have skirts of corrugated iron, corrugated aluminum or concrete block and shall be placed within ninety (90) days after trailer is placed on the Lot. Skirts shall be placed on all four sides.
- (I) No building shall be erected on a tract whose ground floor square foot area is less than six hundred (600) square feet, exclusive of porches and garages, and all trailers shall have at least three hundred fifty (350) square feet of floor area, exclusive of porches, patios and garages.
- (J) The undersigned owners hereby reserves the right 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 or relaying over, across and along all of the streets, avenues, walk-ways and easements as 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.
- (K) 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. Pets shall be limited to not more than three (3) mature animals.
- (L) Lots must be moved and all debris removed when needed. No inoperative automobiles shall be left on the Lots or in the Streets. After ninety (90) days they will be towed away.

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, 1989, 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 affect 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 2 day of APRIL, 1969.

STATE OF OKLAHOMA )  
                          ) SS  
COUNTY OF TULSA )

Richard P. Wilcox  
Richard P. Wilcox  
P. B. DeWesse  
P. B. DeWesse

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard P. Wilcox and P. B. DeWesse and acknowledged to me that they executed the within and foregoing Certificate of Dedicate 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 2 day of April, 1969.

My Commission Expires: Feb 27, 1970

Arch Rowan  
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 we have surveyed and platted into lots, the property described above and the same to be known and designated as LAKE PARK MOBILE HOME ADDITION, an Addition to Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

STATE OF OKLAHOMA )  
                          ) SS  
COUNTY OF TULSA )

David C. White  
David C. White

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 and seal this 28<sup>th</sup> day of February, 1969.

My Commission Expires: September 26, 1972

Mrs. H. Kirk White  
Notary Public

I hereby certify the 1968 and back taxes are paid on the above description  
Dated: April 2, 1969  
Earl P. Miller, County Treasurer.