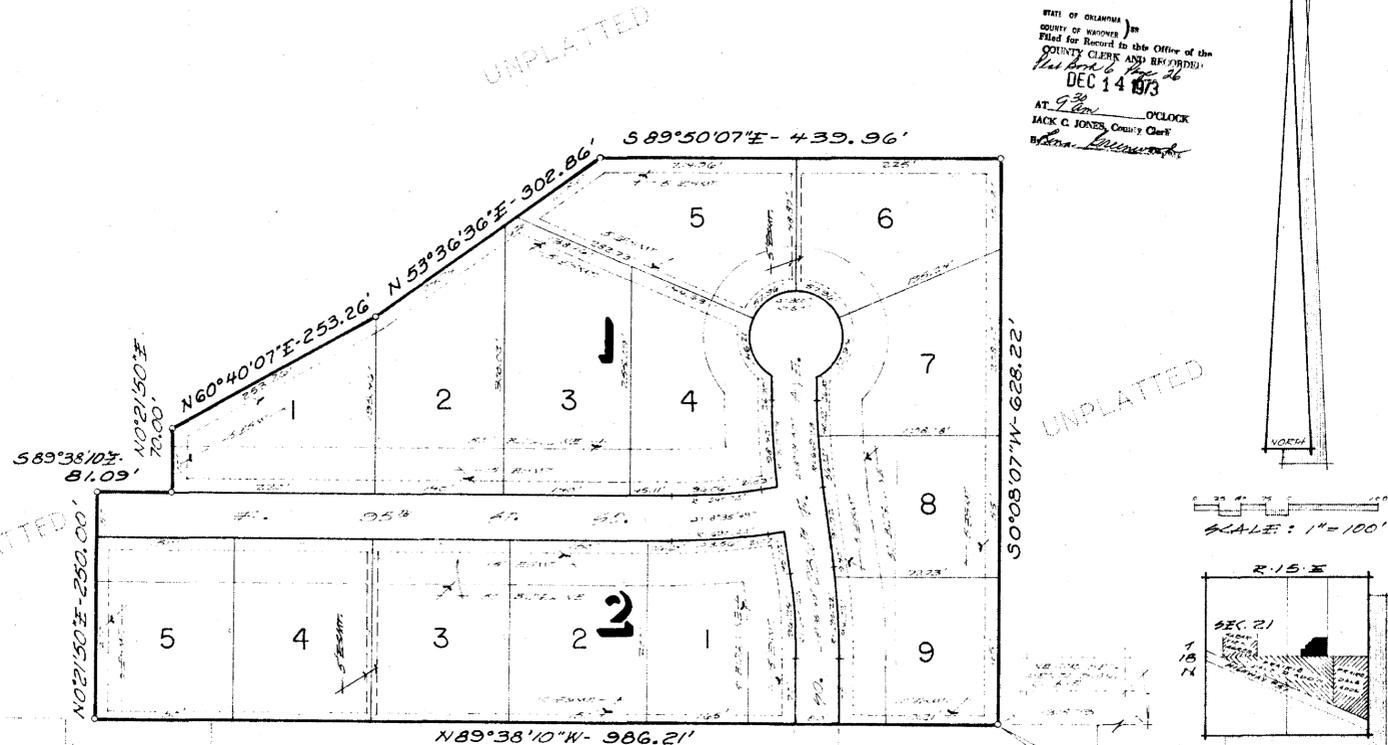
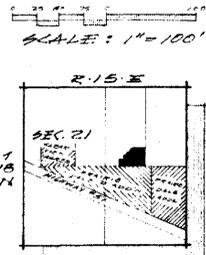


LAKEVIEW ESTATES

A SUBDIVISION OF A PART OF THE SW 1/4
NE 1/4 OF SECTION 21, TOWNSHIP 18 NORTH,
RANGE 15 EAST, WAGONER COUNTY, OKLA.



STATE OF OKLAHOMA)
COUNTY OF WAGONER)
Filed for Record in the Office of the
COUNTY CLERK AND RECORDED
This 14th day of December
DEC 14 1973
AT 9:30 O'CLOCK
JACK C. JONES, County Clerk



SIGNED Conner Allen 12-14-73
Wagoner

John M. Roberts, Notary Public
Wagoner County, Oklahoma
Personally appeared Conner Allen,
acknowledged to me that he executed the same as his free and voluntary act and deed as of
J-B ENGINEERING CO., for the uses and purposes therein set forth.

CERTIFICATE OF SURVEY

I, JOE E. DONELSON, a Registered Professional Engineer and a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into Lots, Blocks and Streets the real estate and premises dedicated as "LAKEVIEW ESTATES", an addition in Wagoner County, State of Oklahoma, and that the attached plat is a true and correct representation of said survey showing the length, width and depth of all Lots, Blocks and names, width, boundaries and extensions of all streets.

WITNESS my hand and official seals on this 6th day of NOVEMBER 19 73, at Tulsa, Tulsa County, State of Oklahoma.

J-E ENGINEERING CO.
Joe E. Donelson
JOE E. DONELSON, Registered Professional Engineer/Registered Land Surveyor

STATE OF OKLAHOMA }
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of NOVEMBER 19 73, personally appeared JOE E. DONELSON, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as of J-B ENGINEERING CO., for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.

My Commission Expires: April 24, 1976

Conner Allen
NOTARY PUBLIC

CERTIFICATE OF DEDICATION FOR "LAKEVIEW ESTATES"

KNOW ALL MEN BY THESE PRESENTS:

THAT, JOE L. BARTHEL and NAOMA K. BARTHEL, his wife are the sole owners of the following described property situated in Wagoner County, State of Oklahoma, to-wit:

A tract of land situated in a part of the W 1/2 of the NE 1/4 of Section 21, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit: Beginning at the Southeast Corner of said W 1/2 NE 1/4; Thence N 89°38'10"W and along the South line of said W 1/2 NE 1/4 for 986.21 feet; Thence N 0°21'50"E for 250.00 feet; Thence S 89°38'10"E for 81.09 feet; Thence N 0°21'50"E for 70.00 feet; Thence N 60°40'07"E for 253.26 feet; Thence N 53°36'36"E for 302.86 feet; Thence S 89°50'07"E for 439.96 feet to a point on the East line of said W 1/2 NE 1/4; Thence S 0°08'07"W and along the East line of said W 1/2 NE 1/4 for 628.22 feet to the point of beginning and containing 11.7400 acres more or less.

and has caused the same to be surveyed, platted and staked into Lots, Blocks and Streets as shown on the attached plat and survey thereof, and which plat is made a part hereof, and has given to said addition the name of "LAKEVIEW ESTATES", an addition in Wagoner County, State of Oklahoma.

NOW THEREFORE, THE UNDERSIGNED, JOE L. BARTHEL and NAOMA K. BARTHEL, his wife, do hereby dedicate for public use all of the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets, and for the purpose of providing an orderly development of the above described real estate, and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title to the subdivision of said land (hereinafter referred to as Lots) the undersigned hereby imposes the following restrictions and reservations and create the following easements which shall be binding upon it, its successors and assigns.

If the parties hereto, or its assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any property situated in said development of the 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 so doing or to recover damages or other dues for such violations. INVALIDATION of any one of 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.

- 1) All Lots in the addition shall be known and described as single family residential Lots. No structure shall be created, altered, placed or permitted to remain on any lot which exceeds Two (2) stories 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 lot such as storage building, covered entertainment areas, etc. shall conform to the basic architecture of the dwelling thereon. Carports in addition to a Two (2) car garage will be permitted only if attached to the residence.
- 2) All permanent structures must be new construction.
- 3) The exterior of all structures erected on any lot shall be constructed of a minimum of 65% stone or brick.
- 4) No structure exclusive of open porches shall be constructed nearer to the front lot line nor nearer to the side street line than the building lines shown on the attached plat. No building shall be nearer than Ten (10) feet to any side lot line.
- 5) There will be no less than 1800 square feet of liveable floor area in the residence, exclusive of garage, porches or patio area.
- 6) No trailer, basement, tent shack, garage, barn or other out-buildings type structure shall be moved onto any Lot in this addition. No temporary structures will be permitted.
- 7) No fences of any kind shall be placed beyond the front building line of the residence. No fencing shall be higher than Six (6) feet.
- 8) No Lot will be used for the storage of materials for a period of greater than Thirty (30) days prior to the start of construction. All Lots shall be maintained in a neat and orderly condition at all times, if not the undersigned owners may perform necessary work and relay cost of such to the owner of the Lot.
- 9) No sign of any kind shall be displayed to the public view on any Lot except One (1) professional sign of not more than One (1) square foot, One (1) sign of not more than Five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 10) All entrances from streets shall have drain tile, size approved the developer or County Commissioner of Wagoner County, Oklahoma.
- 11) No noxious or offensive 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.
- 12) No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- 13) All individual sewer systems to be constructed according to County and State Health Department requirements.
- 14a) All supply of electric service shall be located underground (except the South Ten feet of Lots 1 thru 5 inclusive, Block 2 and Lot 9, Block 1, in this addition) in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement-ways.
 - b) Underground service cables to all houses which may be located on all lots in said addition may 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 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 (5) foot strip extending Two and One-Half (2 1/2) feet on each side of such service cable, extending from the service pedestal or transformer to the service of said house.
 - c) The supplier of electric service, through its proper agent and employees, shall at all times have right of access to all such easement-ways as shown on the attached plat, or provided in this Certificate of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
 - d) The owner of each Lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost or relocation, required by violation of this covenant, shall be paid for by the owner of the Lot.
 - e) The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each Lot agrees to be bound hereby.

The undersigned Owners further dedicate to the public use forever the easements and right-of-way as shown and designated on the attached plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, together with the right of ingress and egress to and upon said easements for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on the attached plat. Provided however that the undersigned Owners hereby reserve the right to construct, maintain, operate, lay and relay over, across and along all of the public streets included within the easements shown thereon, both for the purpose of furnishing water and or sewer service to the area included on said plat and to any other areas.

WITNESS our hands on this 7th day of November 19 73, at Tulsa, Tulsa County, State of Oklahoma.

Joe L. Barthel
JOE L. BARTHEL
Naoma K. Barthel
NAOMA K. BARTHEL, his wife

STATE OF OKLAHOMA }
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of November 19 73, personally appeared JOE L. BARTHEL, and NAOMA K. BARTHEL, his wife, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.

My Commission Expires: August 28, 1976

Velma T. Ford
NOTARY PUBLIC