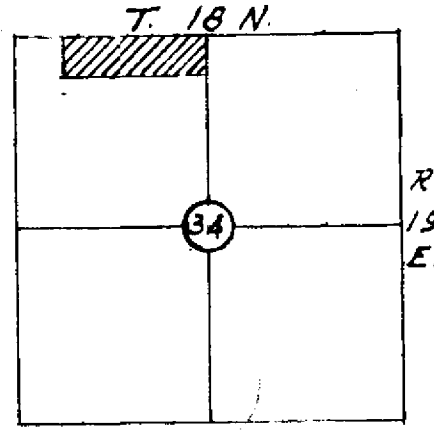


LANER HEIGHTS

NORTH 500 FT. OF THE EAST 1934.84 FT. OF THE N.W. $\frac{1}{4}$
OF SECTION 34, TWP. 18 N., RING. 19 E., WAGONER CO.,
OKLAHOMA, PLUS 160 FT. TO THE SO.

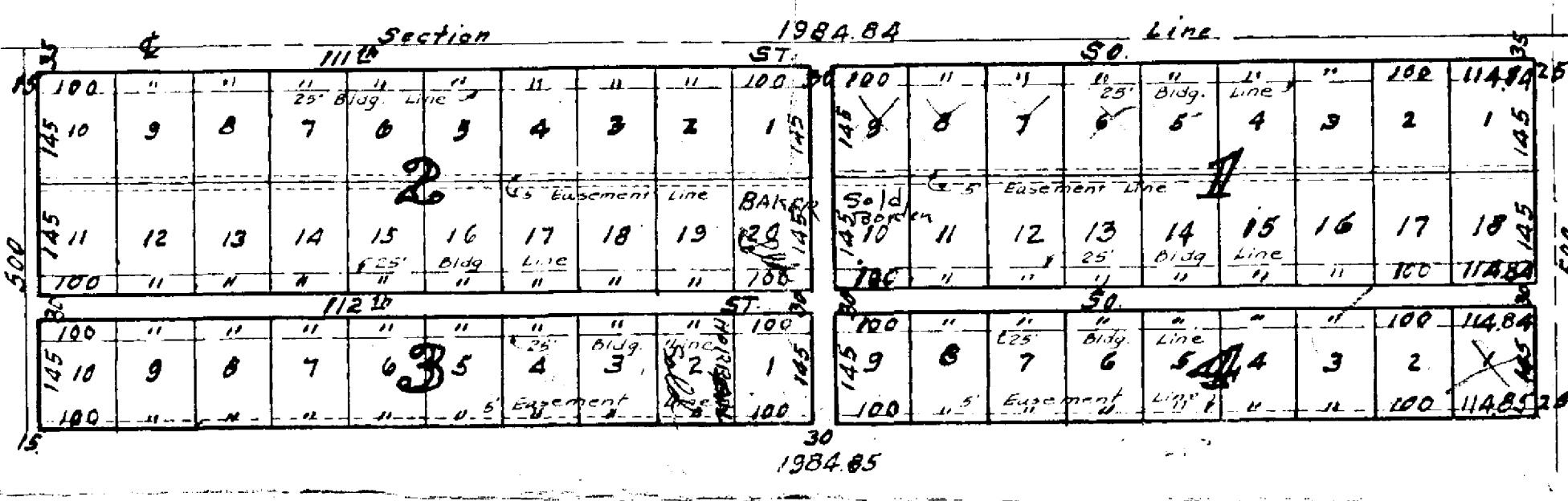


SCALE 1" = 200'

STATE OF OKLAHOMA)
COUNTY OF WAGONER) SS
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED
Book 2 Page 2
JUN 27 1957
AT 3:50 P.M.
JACK C. JONES, County Clerk

OWNERS: CARL A. AND GOLDA LANER
TULSA, OKLA.
MARCH, 1956

BUCKINGHAM ENGINEERING CO.
TULSA, OKLA.



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

FROM ALL MEN BY THESE PRESENTS:

That we, Carl A. and Golda Laner, husband and wife, owners of the following tract of land described as follows:

The North half ($\frac{1}{2}$) of the NE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, and the
North half ($\frac{1}{2}$) of the East half ($\frac{1}{2}$) of the NW. $\frac{1}{4}$ of the
NW. $\frac{1}{4}$, all of Section 34, Twp. 18N., Rng. 19E., Wagoner
County, Okla., less any right-of-way already deeded for
road purposes.

Have caused the same to be surveyed, staked and platted into lots, blocks, streets and easements, and to be known in the future as:

LANER HEIGHTS an addition to Wagoner County, Okla.

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 providing for necessary streets and other conveniences do hereby dedicate for the public use all of the streets as shown on said plat, and imposes the following restrictions and 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 itself or its successors to adhere and observe as follows, to-wit:

- (A) No building shall be erected or located nearer to the front lot line than the building set back line shown on the recorded plat. No building shall be located nearer than five (5) feet to any side lot line.
- (B) No lot shall be subdivided into smaller lots than shown on the recorded plat.
- (C) No noxious or offensive trade or activity or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to others.
- (D) No trailer, tent, shack, garage, barn, or other out-buildings erected in the tract shall at anytime be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence. No structure previously used can be moved on any lot.
- (E) The ground floor area of the main structure shall not be less than 750 square feet.
- (F) Now therefore, these covenants herein set forth are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty five (25) years from this date, 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 then recorded owners of lots it is agreed to terminate such restrictions and covenants or change any specific item. If the parties hereto or any of them, or their 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 property situated in said development to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other relief for such violation. Invalidation of any 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.
- (G) No fences in the front yards other than ornamental shall be permitted.
- (H) Any lot built upon must have a septic system with sufficient laterals installed to handle the run-off. No other type of disposal system will be permitted other than a regular sewer system.

[Handwritten notes and signatures, including 'Margie Semore' and 'Howard Craig']

EASEMENT TRACT

A perpetual easement is reserved on each and every lot as shown on the plat for utility installation and maintenance. These easements are reserved for the use of the public as well as the public utilities.

Dated this 8 day of March, 1956.

By Carl A. Laner
Carl A. Laner, Owner
By Golda Laner
Golda Laner, Owner

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

On this 8 day of March, 1956, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl A. Laner and Golda Laner to me known to be the identical persons who executed the above and foregoing instrument of writing, 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.

My commission expires Sept. 29, 1956
Margie Semore
Notary Public (Seal)

SURVEYOR'S CERTIFICATE

I, H. C. Buckingham, a Registered Professional Engineer No. 34 of Oklahoma, and land surveyor, do hereby certify that I have carefully surveyed and staked and platted the above described tract of land into lots, blocks and streets, and that the above plat designated as "LANER HEIGHTS" an addition to Wagoner County, Okla., is a true and correct representation of said survey.

Dated this 8 day of March, 1956.
H. C. Buckingham
H. C. Buckingham, S. P. E. (Seal)

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of March, 1956, personally appeared H. C. Buckingham to me known to be the identical person who executed the above and foregoing instrument of writing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires AUG. 22, 1957
Howard Craig
Notary Public (Seal)