

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, THOMAS A. OLZAWSKI and LOIS F. OLZAWSKI, husband and wife, are the owners of real estate in Wagoner County, Oklahoma, described as follows, to-wit:

The Northwest Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄) of Section-16, T-17-N, R-19-E, Wagoner County, Oklahoma:

And that we have caused the same to be subdivided, platted, surveyed and staked into lots, streets and avenues as shown on the above plat, and we hereby adopt said subdivision plat under the name of "Lois-Frances Addition, a subdivision in Wagoner County, Oklahoma" as outlined and platted above, and do hereby dedicate, for public use forever, all the streets and avenues shown thereon, and do hereby warrant clear title to all of said land that is so dedicated. Now therefore, for the purpose of providing an orderly development of the subdivision, and for the purpose of maintaining conformity in the improvements therein, we do hereby impose the following restrictions and covenants upon the use and occupancy of the lots within the subdivision.

RESTRICTIONS

These covenants shall run with the land, and shall be binding on all persons claiming under them, until June 1, 1980, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of the lots, agreeing to change of such covenants, in whole or in part, is placed of record. These covenants are enforceable by any person, or persons, owning lots in the subdivision, by appropriate action at law or equity to restrain violations and/or collect damages. Invalidity of any one of these covenants shall in no wise affect the validity of the other provisions herein contained.

1. The lots are intended for the use of the owners for recreational cabin site purposes only and no business, trade or other commercial activity shall be carried on upon any lot.
2. Only one cabin shall be built upon any one lot.
3. No lot shall be resubdivided into a smaller tract than shown.
4. No structure of temporary character shall be used on any lot at any time as a residence either temporarily or permanently.
5. No trailer, basement, shack, tent, garage, barn or any other out-building shall be erected or placed on any lot at any time. No improvements, other than fencing, shall be placed on, or within, the easement areas designated on the plat. No cabin shall be placed closer to the front street line than the building set-back line shown on the above plat nor closer than 20 feet to any side lot line.
6. Ownership and occupancy of lots and improvements shall be limited to the Caucasian and American Indian races only.
7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. The construction of improvements and buildings shall not be initiated upon any lot without first having the plans therefore examined and approved in writing by the undersigned or their duly authorized representative. The purpose of this restriction is to maintain architectural conformity and to assure that no structure or improvement of any type that is detrimental to public health and safety or detrimental to the view from, or livability on, the other lots, will be built upon any lot.
9. Mineral rights upon the subdivision is expressly reserved to the undersigned.
10. Construction of a cabin shall be initiated upon a lot within two (2) years from the date of purchase thereof, and said construction shall be completed not later than three (3) years from the date of purchase. Should this restriction be violated, the undersigned shall have the option of re-purchasing the lot from the owner at the original purchase price.

The undersigned owners do hereby further dedicate to the public for public use forever all easements shown on the above plat, with right of ingress or egress, for the purposes of constructing, installing, maintaining, replacing, and/or removing any and all public utility lines including telephone lines, electric power lines, gas lines, water lines, sewer lines, and drainage structures.

IN WITNESS WHEREOF, we hereby set our hands this 3th day of April 1956.

Thomas A. Olzawski
THOMAS A. OLZAWSKI

Lois F. Olzawski
LOIS F. OLZAWSKI

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3th day of April 1956, personally appeared Thomas A. Olzawski and Lois F. Olzawski, husband and wife, to me known to be the identical persons who executed 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 official seal the day and year last above written.

My commission expires December 27, 1960.

C. Dean Robinson
Notary Public

CERTIFICATE OF SURVEY

I, H. B. Sisemore, of Tulsa County, Oklahoma, and owner of "SISEMORE SURVEYING SERVICE", and a duly qualified and competent surveyor, do hereby certify that I have carefully and accurately surveyed, staked, and platted into blocks, lots and streets, the land described in the above dedication, as shown on the above plat, and have set iron pins on all lot corners, and that the above is a true and correct representation of said survey.

SISEMORE SURVEYING SERVICE

By *H. B. Sisemore*
H. B. Sisemore, OWNER

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of March 1956, personally appeared H. B. Sisemore, of Tulsa County, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument 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.

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

My commission expires October 25, 1958.

Lucy J. Quinn
Notary Public

I hereby certify that all taxes on this property has been paid.

Witness my hand and seal this 5 day of April, 1956

W. P. Miller
County Treasurer
Wagoner County, Oklahoma

