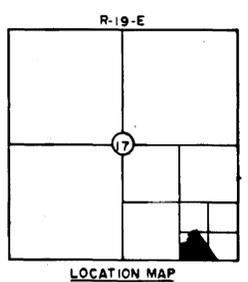
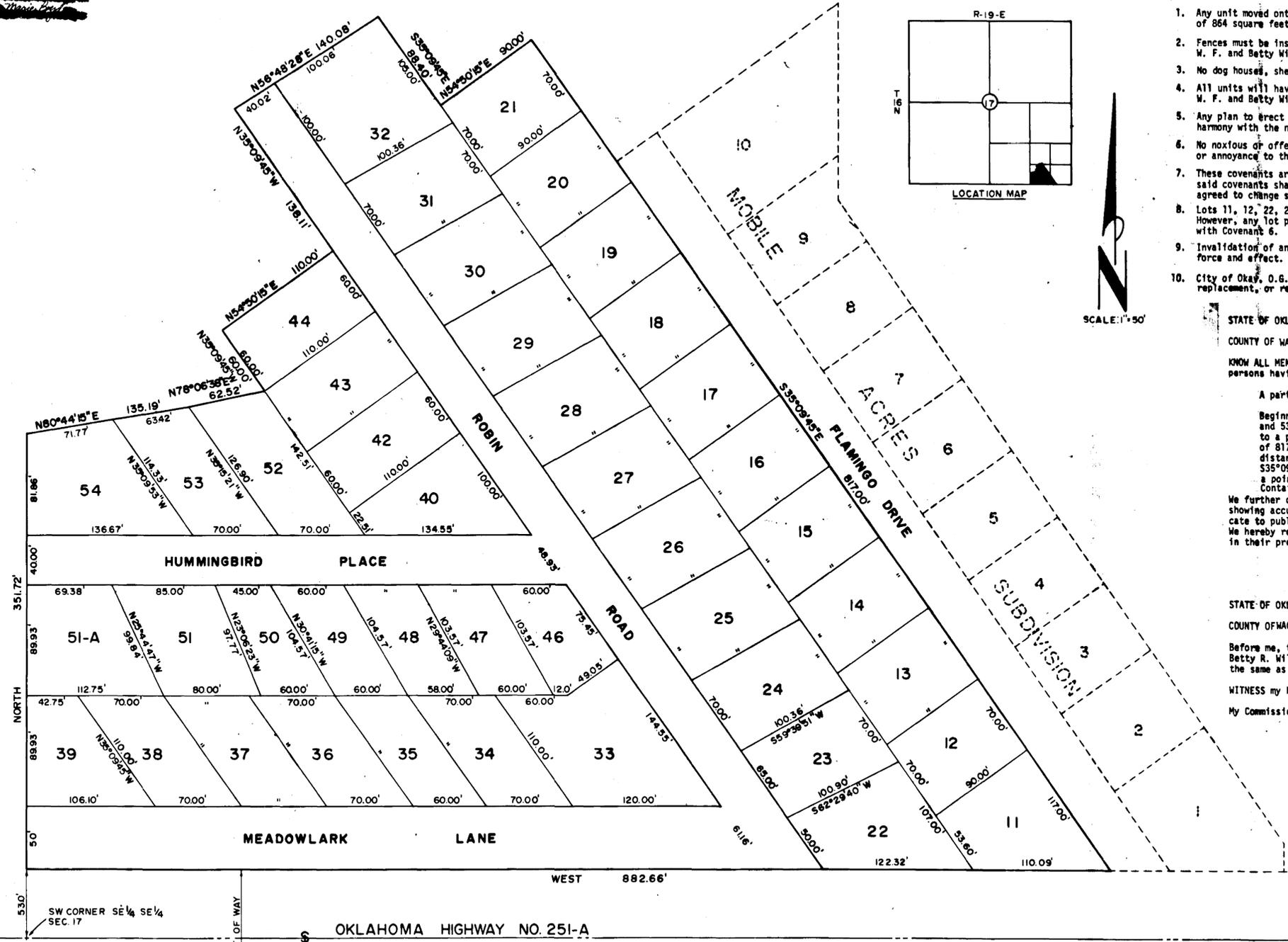


Plot Sheet # 41B
 41B
 41B

PLAT OF MOBILE ACRES SUBDIVISION II



DECLARATION AND AGREEMENT AS TO COVENANTS AND BUILDING RESTRICTIONS

THIS DECLARATION AND AGREEMENT, made and entered into this 4th day of March, 1981, between W. F. Willsey and Betty R. Willsey, his wife, Parties of the First Part, and all purchasers and their respective heirs and assigns of lots in Mobile Acres Subdivision II, Parties of the Second Part.

WHEREAS, the Parties of the First Part intend to sell and convey the lots in said Subdivision Plan contingent upon restrictive covenants contained in this Declaration, and which is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the purchasers of said lots:

THE PARTIES OF THE FIRST PART agree that all lots in said plan shall be sold subject to the respective covenants, and all purchasers of lots in said plan agree to be bound by the covenants herein contained.

THE PURCHASER in said Mobile Acres, his heirs and assigns agrees to the following restrictive covenants:

- Any unit moved onto Lots 13 thru 21 and 25 thru 32 must be a minimum of 14 feet wide and 60 feet long. Double-wides will be allowed with a minimum of 864 square feet.
- Fences must be installed at least around the back yard. Type of fencing material to be used and location of fence must be approved by W. F. and Betty Willsey before it is installed.
- No dog houses, sheds or junk cars will be allowed in the front one-half of the lot. These will all be within the confines of the fenced area.
- All units will have either a permanent foundation of block or brick-or they may be skirted with a material which has been approved by W. F. and Betty Willsey.
- Any plan to erect or alter units must have the plans approved in writing by W. F. and Betty Willsey, in order to keep the area attractive and in harmony with the neighborhood.
- No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1991, at which time said covenants shall automatically extend for an additional period of ten years, unless by vote of majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- Lots 11, 12, 22, 23, 24, 33, 34, 35, 36, 37, 38, and 39 can be used for commercial purposes. All other lots will be considered residential lots. However, any lot purchased for business purpose, will have the approval of W. F. and Betty Willsey before any business is started, in compliance with Covenant 6.
- Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- City of Okay, O.G. & E., O.M.G. and Southwestern Bell will be allowed ingress and egress to their underground utility lines for the purpose of repair, replacement, or relocation.

OWNER'S CERTIFICATE AND DEDICATION

STATE OF OKLAHOMA } SS
 COUNTY OF WAGONER }

KNOW ALL MEN BY THESE PRESENTS THAT We, W. F. Willsey and Betty R. Willsey, husband and wife, hereby certify that we are the Owners of and the persons having any right, title or interests to the following described tract of land, to-wit:

A part of the SE1/4 SE1/4, Section 17, T16N, R19E, Wagoner County, State of Oklahoma, more particularly described as follows:

Beginning at a point on the West line of said SE1/4 SE1/4, said point being on the North Right-of-Way of State Highway No. 251-A and 53.0 feet North of the Southwest corner of said SE1/4 SE1/4, thence due East along said Right-of-Way a distance of 882.66 feet to a point on the Westerly boundary of the Mobile Acres Subdivision thence N35°09'45"W along said Westerly boundary a distance of 817.00 feet, thence S54°50'15"W a distance of 90.00 feet, thence N35°09'45"W a distance of 88.40 feet, thence S56°48'28"W a distance of 140.08 feet, thence S35°09'45"E a distance of 138.11 feet, thence S54°50'15"W a distance of 110.00 feet, thence S35°09'45"E a distance of 60.00 feet, thence S78°06'38"W a distance of 62.52 feet, thence S80°44'15"W a distance of 135.19 feet to a point on the West line of said SE1/4 SE1/4, thence South along said West line a distance of 351.72 feet to the Point of Beginning. Containing 8.55 acres, more or less.

We further certify that we have caused said tract of land to be platted into lots and roads and have caused this plat to be made of said tract showing accurate dimensions of lots and widths of streets. We hereby designate said tract of land MOBILE ACRES SUBDIVISION II and hereby dedicate to public use all roads and streets within the subdivision. All land so dedicated to public use is free and clear of all encumbrances. We hereby reserve for all public utility companies the right of ingress and egress for the maintenance and replacement of their utility lines in their present location.

W. F. Willsey
 W. F. Willsey

Betty R. Willsey
 Betty R. Willsey

STATE OF OKLAHOMA } SS
 COUNTY OF WAGONER }

Before me, the undersigned a Notary Public in and for the County of Wagoner, State of Oklahoma, personally appeared W. F. Willsey and Betty R. Willsey 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 purpose therein set forth.

WITNESS my hand and seal this 4th day of March, 1981.

My Commission Expires February 25, 1984

John Stark
 Notary Public

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS and I, Roy Entz, a resident of Muskogee County, State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and platted into lots and streets the above described property and that this plat is a true and correct representation thereof.

WITNESS my hand and seal this 26th day of FEBRUARY, 1981

STATE OF OKLAHOMA } SS
 COUNTY OF MUSKOGEE }

Roy Entz
 Roy Entz, Land Surveyor

Before me, the undersigned, a Notary Public in and for the County of Muskogee, State of Oklahoma, personally appeared Roy Entz to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth.

WITNESS my hand and seal this 26 day of February, 1981

My Commission Expires December 17, 1983

Dorothy Huffman
 Dorothy Huffman, Notary Public

TREASURER'S CERTIFICATE

I hereby certify that, as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax roll and security has been provided for 1981 taxes not yet certified to me.

I, the undersigned, the duly qualified and acting County Treasurer, of Muskogee County, Oklahoma, do hereby certify that according to the 1981 tax rolls the taxes on the above description are paid.

Ruby M. Roberts, County Treasurer

Ruby M. Roberts
 Ruby M. Roberts, County Treasurer

APPROVED: City of Okay, Oklahoma

James Potts
 Mayor

DATE: 3-3-81

Wagoner County Treasurer

Prepared by: ENTZ ENGINEERING & ASSOCIATES
 MUSKOGEE, OKLAHOMA