

The West 1/2 of the Southeast 1/4 of the Southeast 1/4, and the West 1/2 of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 18 North, Range 19 East, Wagoner County, Oklahoma.

FROM ALL MEN BY THESE PRESENTS: That we, John V. Murray, Husband, and Roberta H. Murray, Wife, are the owners of the above described property. That we have caused the same to be surveyed, staked and platted into lots, blocks and streets, and have caused the same to be designated as MURRAY HILL, a Sub-Division near Lake Fort Gibson in Wagoner County according to the recorded plat thereof. We hereby dedicate for the public use wherever the streets and roads are shown on the said plat, and do hereby guarantee clear title to all land that is so dedicated, and for the purpose of providing an orderly development of the entire tract, and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title, to the sub-division of said tract, hereinafter referred to as lots or cabin sites, do hereby impose the following restrictions and create the following easements to which it shall be incumbent for our successors to adhere:

RESTRICTIVE COVENANTS

These covenants are to run with the land, and shall be binding on all parties claiming under them until 1970, at which time said Covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots or cabin sites it is agreed to change said Covenants 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 herein, it shall be lawful for any person or persons owning any real property situated in said development or sub-division to prosecute any 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 dues for such violations. 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.

- 1. All lots in the Tract shall be known as Residential Lots or Cabin Sites. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached family dwelling, not to exceed two stories in height, and a private garage for not more than two cars, and other subsidiary buildings.
2. No building shall be located nearer to the front line or nearer to the side street line than the building lines shown on the Recorded Plat. No building shall be located nearer than six feet to any side lot line, except that the side line restrictions shall not apply to a detached garage or other out-building located sixty feet or more from the front line, excepting lot 32.
3. No noxious or offensive trade or activity shall be carried on, or any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.
4. No trailer, encampment, tent, shack, garage, barn or other outbuilding erected in this tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence for more than six months.
4-A. Modern Trailers or cabins shall be permitted on lots 8 to 27, 41 to 50, 60 to 69, and 134 to 148 inclusively.
5. No dwelling or cabin shall be permitted on any lot or lots in the tract, the ground floor area of the main structure of which, exclusive of one story porches and garage is less than 400 square feet for the first story of either a one or two story structure.

WITNESS our hands this 5th day of July, 1960. John V. Murray, husband Roberta H. Murray, wife

ACKNOWLEDGEMENT

STATE OF OKLAHOMA ) SS COUNTY OF WAGONER ) Before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN V. MURRAY and ROBERTA H. MURRAY, Husband and Wife, so well known to be the identical persons who executed the within and foregoing instrument, on this 5th day of July, 1960, and they acknowledged to me, that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. In WITNESS WHEREOF I have hereunto set my hand and seal this day and year last written. My Commission expires June 22, 1964. Jacob Bullard, Notary Public

CERTIFICATE

I, F. W. ROBSON, a Registered Professional Engineer in the State of Oklahoma, and Land Surveyor, do hereby certify that I have carefully and accurately surveyed into lots, blocks, and streets, the foregoing described property, and the same to be known as MURRAY HILL, a sub-division in Wagoner County, Oklahoma, and that iron pins have been set on all lot corners, and that the Plat herewith is a true and correct representation of said survey. Effective as field surveys are required. WITNESS my hand and seal this 5th day of July, 1961. F. W. Robson, Registered Professional Engineer

ACKNOWLEDGEMENT

STATE OF OKLAHOMA ) SS COUNTY OF WAGONER ) Before me, the undersigned, a Notary Public in and for said State, on this 5th day of July, 1961, personally appeared F. W. ROBSON, so well known to me as the identical person who executed the within and foregoing instrument, and he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In WITNESS WHEREOF I have hereunto set my hand and seal this day and year last written. My Commission Expires June 22, 1964. Jacob Bullard, Notary Public

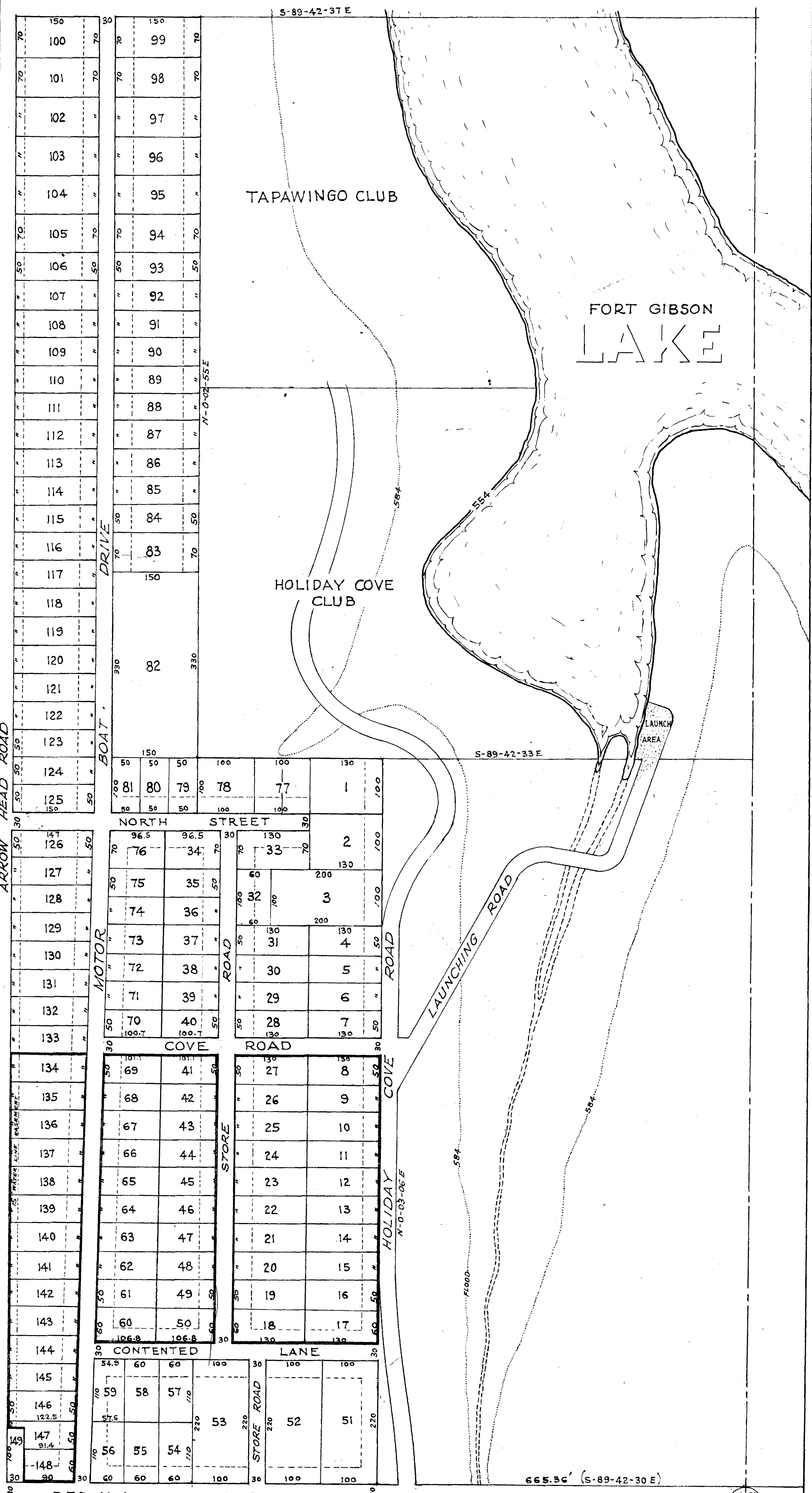
CERTIFICATE

I hereby certify that all taxes on this property have been paid in full. Dated this 11th day of July, 1961. E. P. M... County Treasurer

Plat Book 3 Page 1A

STATE OF OKLAHOMA ) COUNTY OF WAGONER ) Filed for Record in this Office of the COUNTY CLERK AND RECORDED

JUL 11 1961 At JACK G. JONES, County Clerk By [Signature]



MURRAY HILL