

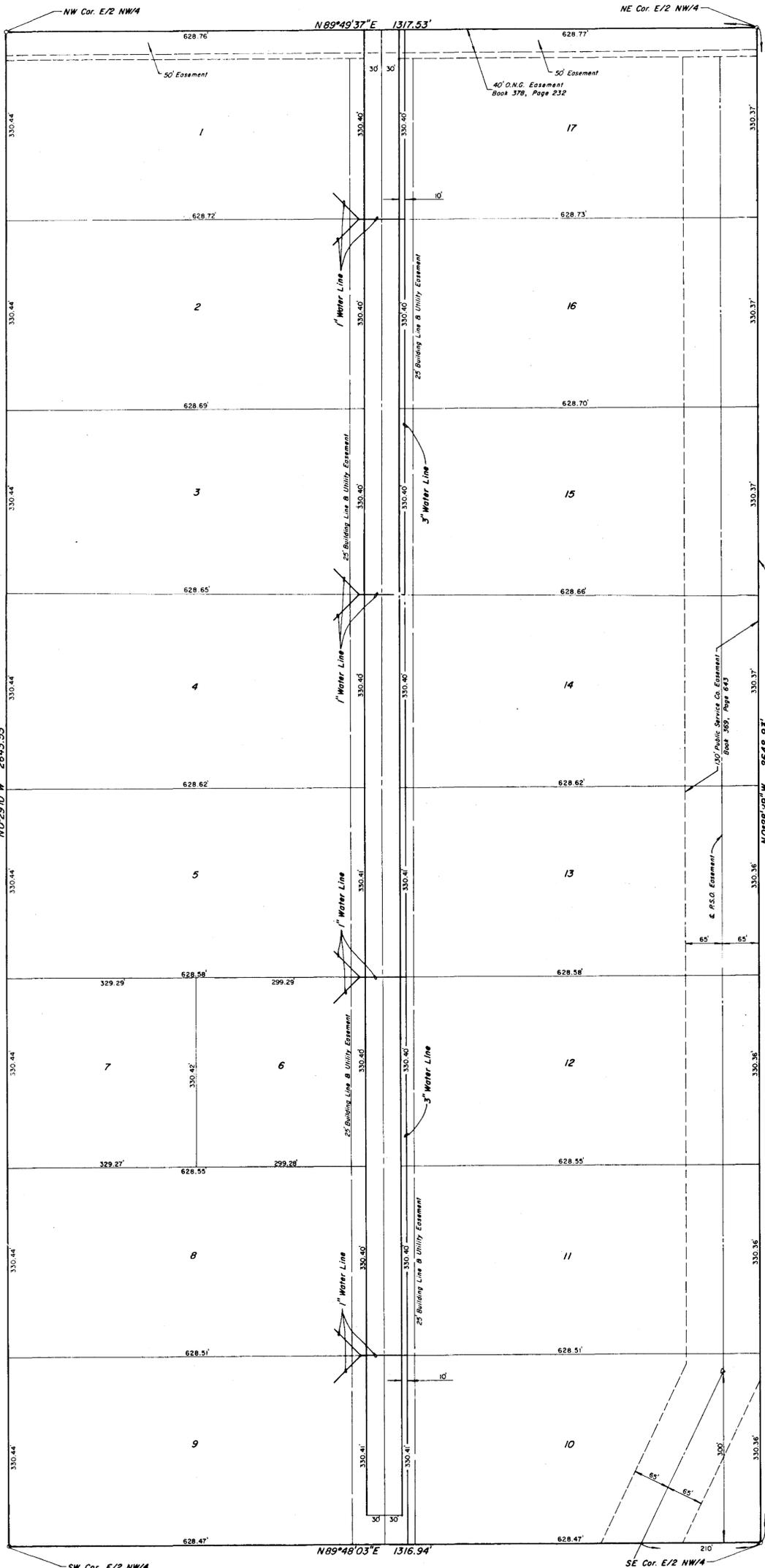
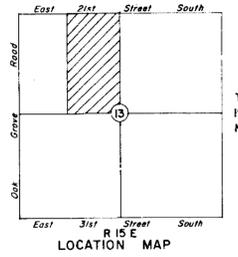
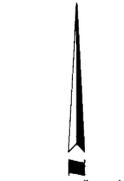
Plat Cabinet 1 # 237
 STATE OF OKLAHOMA }
 COUNTY OF WAGONER }
 Filed for Record in this Office of the
 COUNTY CLERK AND RECORDED
 SEP 2 1980
 AT 10:00 O'CLOCK
 JACK C. JONES, County Clerk
 By *Marie Boyd* Deputy

NOBLE ESTATES

A SUBDIVISION OF THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, OKLAHOMA.

OWNERS:
 A. L. NOBLE
 1936 S. Hickory Place
 Broken Arrow, Oklahoma
 Tel. (918) 455-5250
 Allen D. Tulk & Norma J. Tulk, H. & W.
 David B. Enkey & Louann Enkey, H. & W.
 Cecil J. Goddard & Martha L. Goddard H. & W.

○ Denotes Iron Pin



The Oklahoma State Department of Health certifies that this is approved for the construction of Individual sewage disposal systems.
 SIGNED *David R. Saxon* R.P.S. DATE 8-20-1980
 WAGONER County Health Department.

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, ALFRED LEE NOBLE, ALLEN D. TULK and NORMA J. TULK, H. & W.; DAVID B. ENKEY and LOUANN ENKEY, H. & W. and CECIL J. GODDARD and MARTHA L. GODDARD, H. & W. being the sole OWNERS of the following described real estate in Wagoner County, Oklahoma, described as follows:

The East Half of the Northwest Quarter (E/2 NW/4) of Section 13, Township 19 North, Range 15 East of the Indian Base and Meridian in Wagoner County, Oklahoma, according to the U.S. Government Survey thereof, containing 80 Acres, more or less.

hereby certify that they have caused the same to be surveyed and platted into tracts and roads and have caused the same to be known and designated as "NOBLE ESTATES", a subdivision in Wagoner County, Oklahoma.

EASEMENT GRANT

I hereby dedicate for public use all the streets as shown on said plat and hereby guarantee clear title to all land that is so dedicated. The undersigned OWNER further dedicates to the public for public use forever, easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of placing any and all public utilities, including sanitary and storm sewers, telephone lines, electric power lines and transformers, gas lines, water lines, together with all fittings and equipment for each such facility with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes of aforesaid.

- a) Overhead pole lines for the supply of electric service may be located throughout the addition as required. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, 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) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be 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 each 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-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed 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 electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

PROTECTIVE COVENANTS AND RESTRICTIONS

For the purpose of providing and orderly development of the entire tract of real property above described, and further for the purposes of preserving the character thereof as a residential area, the undersigned Owner, for the mutual benefit of himself and successors in title to any of said property does hereby declare, establish and impose the following protective covenants, restrictions, conditions and reservations, to-wit:

- (A) All tracts in said development are expressly restricted to the erection of single family residences thereon and to residential use only. No structure shall be erected, altered, placed or permitted to remain on any tract in said development other than one detached single family dwelling, not exceeding two stories in height.
- (B) No residential dwelling shall be erected or placed on any tract, which shall have a square foot area of less than 1,500 square feet, exclusive of porches, garages or carports.
- (C) Barns and all outside buildings are to be constructed from new material, and are not to be used as residences, except mobile homes may be used while residence is being constructed, and in no event shall they be used for more than three years. No out-buildings shall be used as a residence.
- (D) No residence located in Noble Estates shall be used for rental property except for short periods of time, not to exceed six months, unless written consent is obtained from all tract owners, and such consent must be for a definite period of time.
- (E) No noxious or offensive trade or activity shall be carried on upon any lot nor anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In addition, no animals, except horses and cows, or poultry of any kind shall be raised, bred, or kept on any portion of the subject development except that dogs, cats or other household pets may be kept, except geese may be kept if the tract owner has a pond, provided that they are not kept, bred or maintained for any commercial purpose or in such quantities as to constitute an annoyance or nuisance to the neighborhood.
- (F) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale.
- (G) No building previously used for any purpose shall hereafter be moved onto any tract in the subject development.
- (H) The supplier of any and all utility service, through its proper agents and employees, shall at all times have the right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of underground or overhead facilities.
- (I) Modular homes may be constructed in the development if erected on a permanent foundation with brick, stone, or masonry trim.
- (J) All tracts must be kept clean of all trash, garbage, waste, debris, junk or inoperable automobiles or trucks and other unused or junk equipment and machinery, and all lots must be kept mowed.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from this date, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the tracts, it is agreed to change said covenants in whole or in part.

Dated this 18th day of August, 1980.

Alfred Lee Noble
 Alfred Lee Noble

State of Oklahoma)
 Tulsa County) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 18th day of August, 1980, personally appeared Alfred Lee Noble, 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.

Given under my hand and seal the day and year above written.
 My Commission Expires: March 5, 1984

George W. Underwood
 Notary Public

Alfred Lee Noble
 ALFRED LEE NOBLE
Allen D. Tulk
 ALLEN D. TULK
Norma J. Tulk
 NORMA J. TULK
David B. Enkey
 DAVID B. ENKEY
Louann Enkey
 LOUANN ENKEY
Norma J. Tulk
 NORMA J. TULK
Cecil J. Goddard
 CECIL J. GODDARD
Martha L. Goddard
 MARTHA L. GODDARD

State of Oklahoma)
 County of Tulsa) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 18th day of August, 1980, personally appeared Alfred Lee Noble, 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.

Given under my hand and seal the day and year above written.
 My Commission Expires: March 5, 1984

George W. Underwood
 Notary Public

CERTIFICATE OF SURVEY

I, the undersigned, a Registered Land Surveyor, hereby certify that I have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into tracts and streets, and that the above plat designated as "Noble Estates", a subdivision in Wagoner County, Oklahoma, is a true and correct representation of said survey.

Dated this 18th day of August, 1980.

David R. Saxon
 Registered Land Surveyor

State of Oklahoma)
 County of Tulsa) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 18th day of August, 1980, personally appeared DAVID R. SAXON, 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 to the uses and purposes therein set forth.

Given under my hand and seal the day and year written above.
 My Commission Expires: March 5, 1984

George W. Underwood
 Notary Public

Recommended for approval by Wagoner Metropolitan Area Planning Commission.

David R. Saxon
 Aug 26 1980
 Date:

Approved by Wagoner County Board of Commissioners.

Bob Maly
Ray Jones
 Date:
Lucy Ruff

I, the undersigned, the duly qualified and authorized County Treasurer of Wagoner County, Oklahoma, do hereby certify that according to the 1980 tax rolls the taxes on the above description are shown as NT
 Ruby M. Roberts, County Treasurer
Ruby M. Roberts
 8-2-80