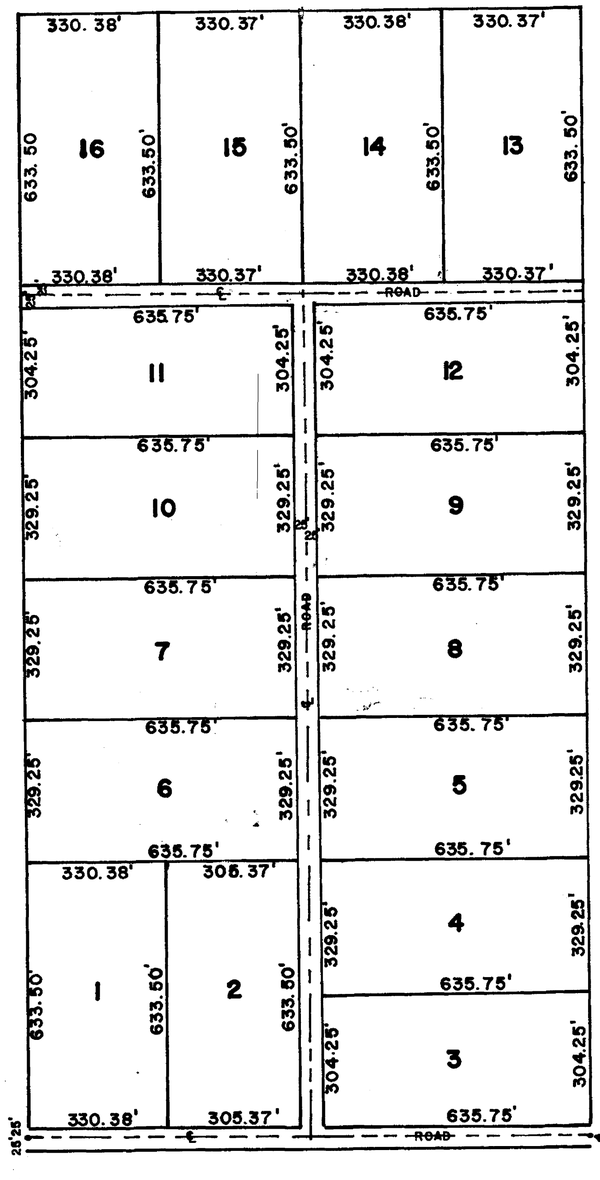
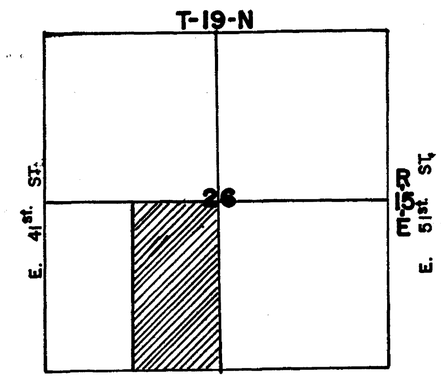
PLAT OF SURVEY
OAK GROVE NORTH

A SUBDIVISION A PART OF THE NORTHWEST QUARTER OF SECTION 26, T-19-N, R-15-E WAGONER COUNTY OKLAHOMA

OWNER: W.H. KEASLER





LOCATION PLAT

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF N.W. 1/4 SECTION 26 T-19-N, R-15-E WAGONER COUNTY, OKLAHOMA CONTAINING 80 ACRES MORE OR LESS

NOTE: 1/2" Iron Pins on Corners

Plat Book 4 Page 58
1974
At 4:45 pm
Jack
By Linda Lawrence

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

THAT W. H. KEASLER and REBECCA A. KEASLER are the owners of the following described property to wit: The South 1/2 of the Northwest 1/4, of Section 26, Township 19 North, Range 15 East, Wagoner County, Oklahoma, containing 80 acres more or less.

THAT WE, W. H. KEASLER and REBECCA A. KEASLER, residents of Tulsa County, Oklahoma and the owners of the above described property, have caused the same to be surveyed, staked and platted into lots, streets and utility easements, have caused the same to be named and designated as "OAK GROVE NORTH", a subdivision Wagoner County, State of Oklahoma, according to the recorded plat thereof, and we hereby dedicate for the Public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands 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 subdivision of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumberent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1990 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, then 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 estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. Each lot may be used for only two single family dwellings.

B. No building shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than thirty (30) feet to any side lot line.

C. No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become, an annoyance or a nuisance to the neighborhood; No part of the property described in said plat shall be used for the maintenance, care or housing of swine, poultry or goats; No commercial business of any kind or nature shall be conducted on the described property.

D. Each tract shall be permitted to construct a small barn or storage building; not to exceed height of the dwelling, and must have a like exterior to that of the home constructed on lot and must be maintained and kept in clean and orderly condition.

E. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.

F. No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1150 square feet in area, and the exterior surface of all single family dwellings shall be of brick, stone, or frame. All garages must be attached to the house. Construction of home must be completed within 6 months.

G. No structure previously used shall be moved onto any lot in this addition.

H. All individual sewage systems shall be constructed in such manner as to meet all requirements set out by the County and State Health Departments concerned.

I. All entrances from streets shall have drain tile, size approved by developer or County Commissioner of Wagoner County.

J. The undersigned owners further dedicates to the public use forever the easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, replacing any and all public utilities including the storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines, and water lines, together with all fittings, and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress upon said easements and right-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED HOWEVER, that the undersigned owners hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right on ingress and egress for such construction, maintenance, operation, laying and relaying, over across and along all of the public streets, alleys and easements shown on said plat, and/or sewer services to the area included in said plat to any other areas.

IN WITNESS WHEREOF, said W. H. Keasler, Sr., and Rebecca A. Keasler, have caused these presents to be executed by its OWNERS hereunto duly authorized this 20 day of July 1971, at Tulsa, Oklahoma.

W. H. KEASLER, SR., and REBECCA A. KEASLER

W H Keasler Sr. Rebecca A Keasler

STATE OF OKLAHOMA)
COUNTY OF TULSA

Before me the undersigned, a Notary Public in and for said County and State on this 20 day of July 1971, personally appeared W. H. Keasler, Sr., and Rebecca A. Keasler to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and as its owners, acknowledge 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 January 5, 1974

Linda S. Lawrence
Notary Public

LINDA S. LAWRENCE NOTARY PUBLIC IN AND FOR WAGONER COUNTY OKLAHOMA TULSA, OKLA.

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that I have, at the instance of the owners designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Bill Cox Jr.

STATE OF OKLAHOMA)
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of July 1971, personally appeared Bill Cox Jr. 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.

My commission expires January 5, 1974

Linda S. Lawrence
Notary Public

LINDA S. LAWRENCE NOTARY PUBLIC IN AND FOR WAGONER COUNTY OKLAHOMA TULSA, OKLA.