

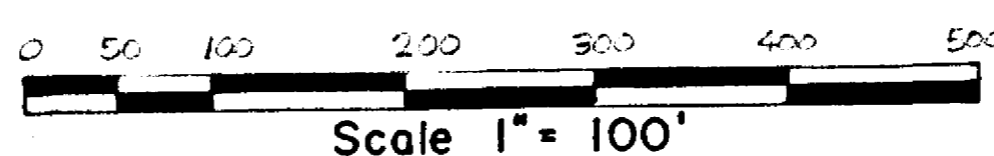
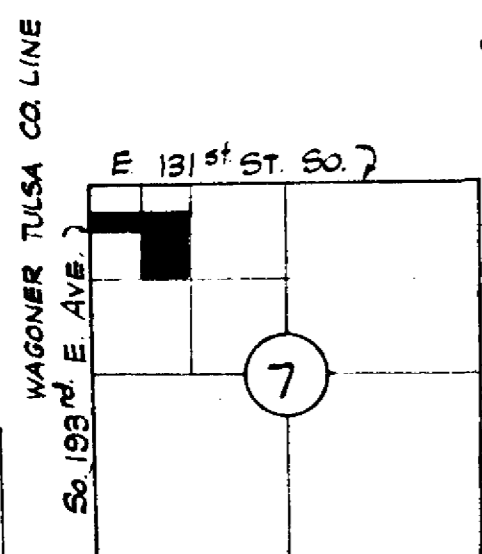
OAKDALE ADDITION

TO WAGONER COUNTY, OKLAHOMA

OWNERS & DEVELOPERS
 CHARLES H. FISHER
 THELMA L. FISHER
 1729 S. DATE AVE.
 BROKEN ARROW, OKLA. 74012

WHITE SURVEYING COMPANY
 4742 E. 8th STREET
 TULSA OKLAHOMA 74112
 936-2406

AND
 JOHN V. BROOKS
 EDNA MARIE BROOKS
 ROUTE 2 BOX 109 B
 BROKEN ARROW, OKLA. 74012

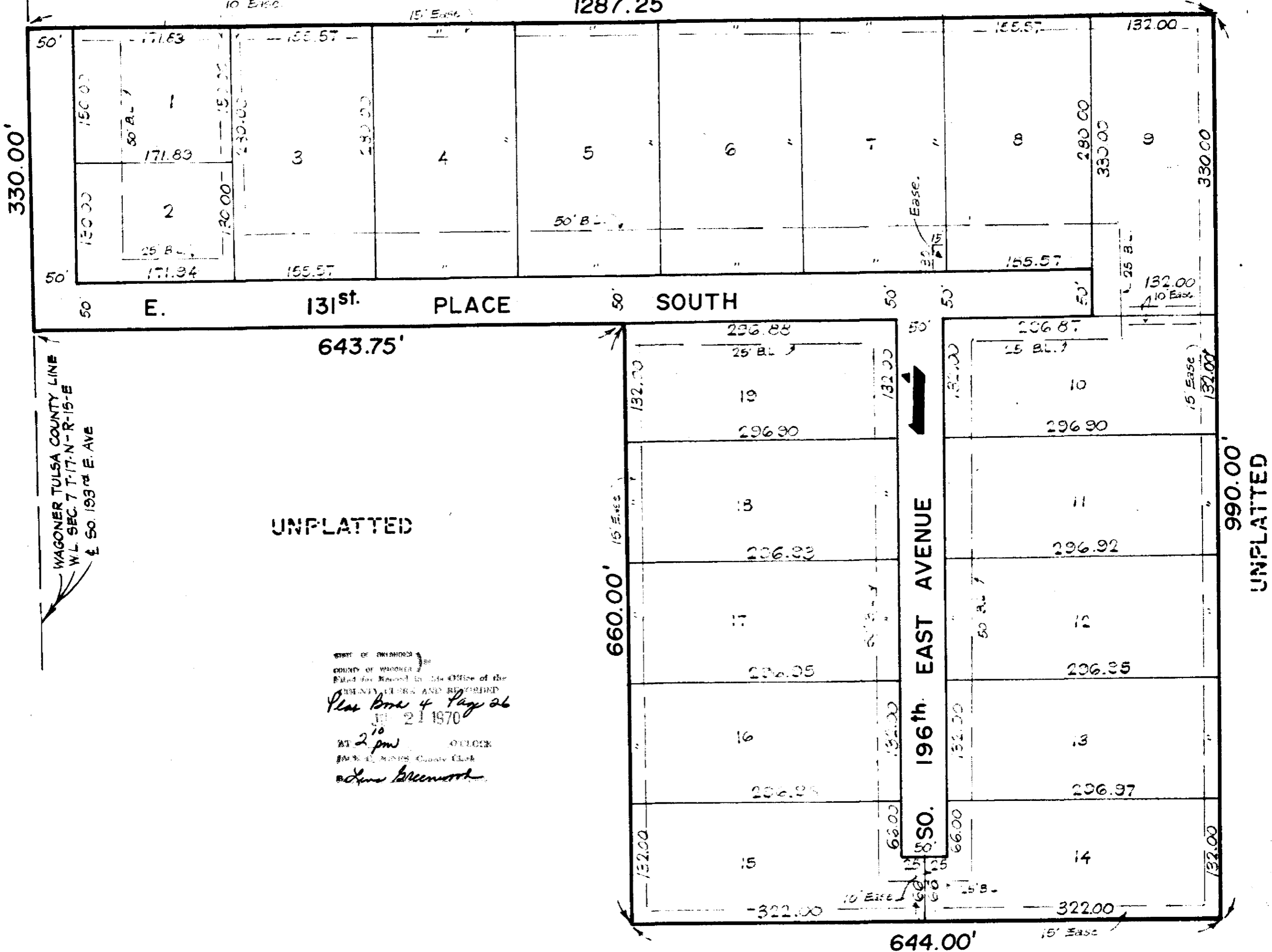


Contains 19 Lots
 19.51 Acres ±

LOCATION MAP
 SEC. 7 T. 17N-R. 15E
 WAGONER CO.

UNPLATTED

1287.25'



UNPLATTED

STATE OF OKLAHOMA
 COUNTY OF WAGONER
 I, DAVID C. WHITE, Notary Public in and for said County and State, do hereby certify that the above described plat is a true and correct representation of said survey.
 Witness my hand and seal this 21st day of July, 1970.
 David C. White
 Notary Public

OWNER'S CERTIFICATE OF DEED OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

That, CHARLES H. FISHER AND THELMA L. FISHER, husband and wife, and JOHN V. BROOKS AND EDNA MARIE BROOKS, husband and wife, being residents of the State of Oklahoma, and the owners of the fee simple title in and to a certain tract of land known and described as: The South Half (3/2) of the North Half (1/2) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) and the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of Section Seven (7), Township Seventeen (17) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the Government Survey thereof, and containing 19.51 Acres, more or less, and have caused the same to be surveyed, staked, and plotted into lots, blocks and streets, designating the same as OAKDALE ADDITION to Wagoner County, Oklahoma.

Whereas, the above named owners being desirous of maintaining conformity to the improvements and providing protection for the future owners in the above named addition, and further to provide the necessary streets and other conveniences, do hereby dedicate easements as shown on said plat, and impose the following restrictive covenants for the mutual benefit of themselves and their successors in title to all or any portion of said tract, hereinafter referred to as lots, and to create easements as hereinafter described to which it shall be incumbent upon them or their successors to adhere and observe as follows, to-wit:

- (A) No building or structure of any type or kind whatsoever shall be moved upon any part of said land above described;
- (B) The ground floor of each residence constructed upon the above described premises, or any tract or parcel thereof, shall contain not less than 1000 square feet of living space, exclusive of garages and open porches, and must have attached garage;
- (C) No hogs, chickens, or goats shall be kept or maintained upon said premises above described, nor any part or parcel thereof;
- (D) Any outbuildings erected upon said premises above described, or any tract or parcel thereof, shall be of all new materials and shall not be located less than 12 feet from the property lines of the tract upon which the same is constructed;
- (E) No structure of any type whatsoever, of temporary or movable character shall be used at any time as a residence upon said premises above described, or any tract or parcel thereof;
- (F) No commercial activity shall be carried on upon the premises above described or any tract or parcel thereof, nor shall any noxious or offensive activity be carried on upon any such tract or parcel which is or may become an annoyance or nuisance to the neighborhood;
- (G) These covenants are to run with the land and shall be binding upon all persons owning property therein and all persons claiming under them until the 1st day of August, 1980, at which time, all restrictions and covenants herein contained shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the tracts or parcels, with one vote being counted for each tract or parcel, it is agreed to change the restrictive covenants in whole or in part. The owner or owners of any tracts or parcels shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants herein set forth. Failure of the undersigned or any owner or owners of tracts or parcels in the area above described to enforce any restriction or covenant herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so at any time hereafter. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the provisions herein, which shall remain in full force and effect.
- (H) The real estate above described, or any tract or parcel thereof, shall be used for residence purposes only.

EASEMENT GRANT

The undersigned owners further dedicate the public use as easement and right of way as shown and designated on the accompanying plat for the purpose of construction and maintaining, operating, streets, repairing or removing sanitary sewers and other necessary facilities, telephone lines, electric power lines, gas lines and water lines, either by erecting poles, wires, conduits and pipes and/or any and all facilities with right of ingress and egress upon said right of way, for the uses and purposes aforesaid, so long as in the foregoing easements are used for public use.

Dated this 16 day of July, 1970.

I hereby certify the 1969 and back taxes have been paid on the above description
 July 21, 1970
 Eric P. Miller
 County Treasurer

Charles H. Fisher
 CHARLES H. FISHER

TheLma L. Fisher
 THELMA L. FISHER

John V. Brooks
 JOHN V. BROOKS

Edna Marie Brooks
 EDNA MARIE BROOKS

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 16 day of July, 1970, personally appeared CHARLES H. FISHER AND THELMA L. FISHER, husband and wife, and JOHN V. BROOKS AND EDNA MARIE BROOKS, husband and wife, to me known to be the identical persons who executed the within and 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 seal this 16 day of July, 1970.
 My Commission Expires 4-17-1972

Virginia W. Johnson
 Notary Public

I, DAVID C. WHITE, of Tulsa County, Oklahoma, a partner in White Surveying Company, and a Registered Land Surveyor, do hereby certify that I have platted into Lots, Blocks, and Streets, Oakdale Addition to Wagoner County Oklahoma, and that the above plat is a true and correct representation of said survey.

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David C. White, to me known to be the identical person who entered the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS MY hand and seal this 13th day of July, 1970.
 My Commission Expires September 26, 1972

David C. White
 Notary Public