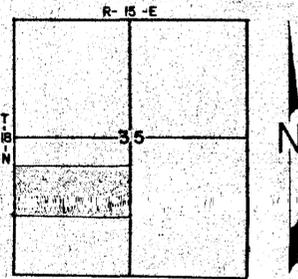
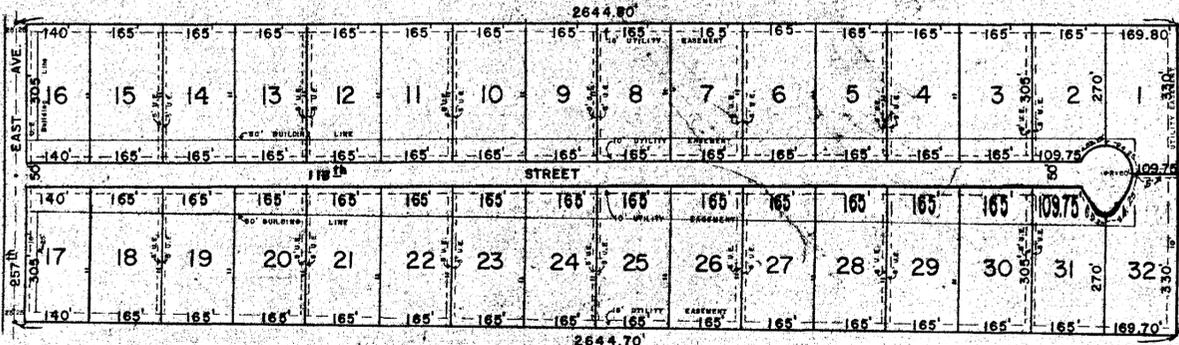


PERRY GREEN ACRES
 A SUBDIVISION OF THE SECTION 35 T-18-N, R-15-E
 WAGONER COUNTY, OKLAHOMA

ESTATES



LOCATION MAP

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Perry R. Green and Betty Green, his wife, are the owners of the following described property, to-wit:

The South Half (S $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 35, Township 18 North, Range 15 East, Wagoner County, Oklahoma

That Perry R. Green and Betty Green, 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 **GREEN ACRES ESTATES**, a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and 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 to the successors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easement to which it shall be incumbent on 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 JUNE 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of 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 other person or persons OWNING any Real Estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no way effect of the other provisions shall remain in full force and effective.

1. Each lot shall be used for only one single family dwelling.
2. 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 Fifteen (15) feet to any lot line.
3. No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
4. 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 or poultry, sheep or goats. A pony or a cow may be kept thereon. No commercial business of any kind or nature shall be conducted on the described property.
5. Each tract shall be permitted to construct a small barn, not to exceed height of dwelling, and must be maintained and kept in a orderly condition.
6. No trailer, Basement, Tent or shack, garage, Barn or other out building erected in this tract shall be at any time used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.
7. 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 1400 square feet in area, and the exterior of all single family dwellings shall be at least 50% masonry.
8. No structure previously used shall be moved onto any lot in this addition.
9. All individual sewage systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Departments concerned.
10. The undersigned owners further dedicate to the public use forever the easements and right-of-way shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines, and water lines, together with the of ingress and egress upon said easements and right-of ways for the use and purpose aforesaid, together with similar rights in each and every street shown on said plat, PROVIDED HOWEVER that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relay over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and, or sewer service to the area included in said plat and to any other area.

11. UNDERGROUND UTILITIES

- (A) Overhead pole lines for the supply of electric service may be located along the Northern edge of said addition, 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 for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of supply at secondary voltages, may also be located in easement-ways.
- (B) 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 service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement, on said lot, covering a five (5) foot strip extending two and one half (2.5) foot either side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

FAF/jk
1-4-74

BOOK 428 PAGE 305

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

301 JAN 23 1974

AT 9:20 AM O'LOCK
 JACK C. JONES, County Clerk
 By Betty White, Deputy

AMENDMENT TO PLAT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Perry R. Green and Betty Green, husband and wife, are the owners of the following described lots located in GREEN ACRES ESTATES in Wagoner County, Oklahoma, to-wit:

Lots 1, 2, 3, 4, 5, 6, 11, 13, 14, 15, 17, 18, 19, 20, 21, 26, 27, 28, 31 and 32, and

WHEREAS, Allen D. Nutt and Nellie F. Nutt, husband and wife, are the owners of the following described lots located in GREEN ACRES ESTATES in Wagoner County, Oklahoma, to-wit:

Lots 8, 9, 12, 16, 22, 23, 24, 25 and 29, and

WHEREAS, Jimmie L. Miser and Barbara E. Miser, husband and wife, are the owners of the following described lot located in GREEN ACRES ESTATES in Wagoner County, Oklahoma, to-wit:

Lot 30, and

WHEREAS, William M. Martin and Lottie L. Martin, his wife, are the owners of the following described lot located in GREEN ACRES ESTATES in Wagoner County, Oklahoma, to-wit:

Plat Book to Page 2
 STATE OF OKLAHOMA)
 COUNTY OF WAGONER)
 Filed for Record in this Office of the)
 COUNTY CLERK AND RECORDS)
 MAY 31 1973
 AT 4:22 O'LOCK
 JACK C. JONES, County Clerk
 By Marshall [Signature]

Certificate of Dedication
PERRY GREEN ACRES ESTATES

Date May 30-1973
 Filed May 31-1973

- (C) The supplier of electric and telephone services, through their proper agents and employees, shall at all times have right of access to all 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 as installed by it.
- (D) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and telephone facilities. Repair or cost of relocation required by violation of this covenant shall be paid by the owner of the lot.
- (E) The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF, said Perry R. Green and Betty Green have caused these presents to be executed by its DEPUTY hereunto duly authorized this 30 day of May 1973 at Broken Arrow Oklahoma.

Perry R. Green
 Perry R. Green
Betty Green
 Betty Green

STATE OF OKLAHOMA

COUNTY OF Julia

Before me the undersigned, a Notary Public in and for said County and State on this 30 day of May 1973, personally appeared Perry R. Green and Betty Green to me known to be the identical persons who subscribed name of the maker hereof to the foregoing instrument and as its owners, acknowledge to me that they executed the same of their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires 3-27-75

Raymond Sander
 Notary Public

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.

Russ Cox Jr.
 RUSSELL COX JR.
 Registered Land Surveyor

STATE OF OKLAHOMA

COUNTY OF Julia

Before me, this undersigned, a Notary Public, in and for said County and State, on this 30 day of May 1973 personally appeared Bill Cox Jr. to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires 3-27-75

Raymond Sander
 Notary Public

Perry R. Green and Betty Green

DEDICATION
 DATE May 30-1973
 FILED May 31-1973

KNOW ALL MEN BY THESE PRESENTS:

That Perry R. Green and Betty Green being the sole owner of the fee simple title in and to the following described property situated in Wagoner County, State of Oklahoma, to-wit:

A strip of land Beginning 305 feet North of the S.W. corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ There, East 218.75 feet to the Beginning of Cul-de-sac, having a 50' foot radius, thence in a counter clockwise direction, a distance of 307.00 feet, to a point 50' feet North of beginning of Cul-de-sac. Thence west a distance of 218.75 feet, Thence South 50' feet to the point of Beginning.

does hereby dedicate for public use as a roadway easement all of said area described herein, and hereby guarantees title to all of said area so dedicated and set forth for the purpose of said dedication to provide for access to and orderly development of the adjoining properties.

Perry R. Green
 Perry R. Green
Betty Green
 Betty Green

STATE OF OKLAHOMA

COUNTY OF Julia

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of May 1973 personally appeared Perry R. Green and Betty Green to me known to be the identical persons who executed the within and foregoing instrument and acknowledge 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 3-27-75

Raymond Sander
 Notary Public

I, Perry R. Green, Woman County Treasurer
 certify that copy as filed on the above described

Perry R. Green
 Woman County Treasurer