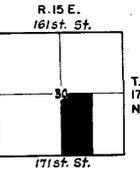
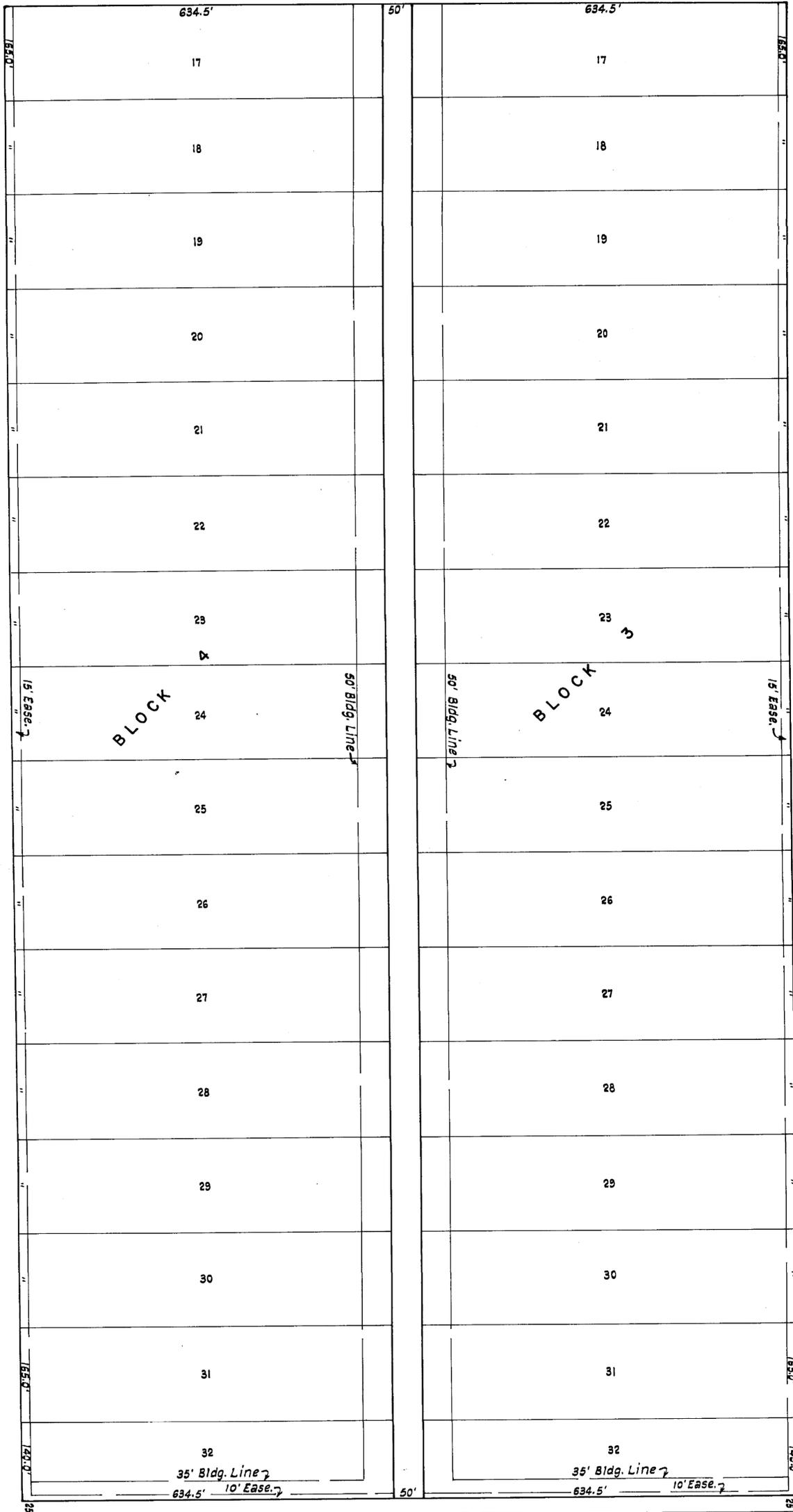


RIVER-VALLEY ESTATES II

A SUBDIVISION OF W/2 OF SE/4 SEC.30 T.17N.-R.15E.
WAGONER COUNTY, OKLAHOMA



SCALE: 1"=100'
ENOCH COX
SKIATOOK, OKLAHOMA

CERTIFICATE OF IRREDUCIBILITY AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS
That ERMON F. PEARCE AND HAZEL H. PEARCE are owners of the following property described to wit:
the West Half (W/2) of the Southeast Quarter (SE 1/4) of Section 30, T-17 N, R-15-E, Wagoner County, Oklahoma.

That ERMON F. PEARCE AND HAZEL H. PEARCE, owners of the above property, have caused the same to be surveyed, staked, and platted into lots, streets, and easements, and have caused the same to be named and designated as RIVER-VALLEY ESTATES II, a Subdivision in Wagoner County, State of Oklahoma, according to the recorded Plat thereof; and hereby dedicated for public use wherever streets are shown, and do hereby grant clear title to all lands so dedicated and for the purpose of providing adequate restrictive covenants for the mutual benefit to the successors in title, to the subdivision of said tract, herein referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere:

The undersigned, being desirous of establishing a uniform system of development of said property above described and preserving the character thereof as a residential addition, do hereby declare and establish the following restrictions, conditions, and protective covenants, which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in and to any of said property, its grantees, shall take the same subject to such conditions, restrictions, and protective covenants, and by accepting such conveyance shall be deemed to have assented hereto and shall be entitled to all the benefits and to have assumed all the responsibility herein credited to wit:

- These covenants, conditions, and restrictions, shall run with the land and shall be binding upon all parties, and all persons claiming under them until January 1, 2000, at which time the same shall be automatically extended for successive periods of ten (10) years, unless there shall be executed by a majority of the then owners of the tracts, an instrument agreeing to change said covenants in whole or in part.
- If the record owner or its successors and assigns, shall violate or attempt to violate any of the covenants, conditions, and restrictions herein, it shall be lawful for any other person or persons owning any real property, situated in said addition, to prosecute and proceedings at law or in equity against the person or persons violating the same, either to prevent him or them from so doing or to recover damages or other dues.
- All tracts in said addition shall be known and described as residential tracts, and no structure shall be erected on any residential tract or permitted to remain thereon, other than one (1) single-family dwelling house, private garage, and small stock barn. The stock barn shall be kept neat and clean.
- No building shall be located nearer to the front line or nearer to the side street line than the building setback line on said plat and in any event, no building shall be located on any tract nearer than 50 feet to the front line or nearer than 15 feet to any side street line, and no dwelling, detached garage, or other building shall be located nearer than 5 feet to any side tract line; and for the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this covenant shall not be construed to permit any portion of any building on any tract to encroach upon another tract.
- No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- No permanent structure of any nature whatsoever shall be hereafter moved upon any lot or tract in said addition.
- The supplier of the 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 the deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said overhead electric facilities so installed by it.
- The minimum square feet in any residence upon each of said 2.5 Acre tracts, shall be 1,220 square feet, and with only one residence to be constructed upon each of said 2.5 Acre tracts.
- All dwelling houses shall have a minimum of 60% masonry on the ground floor only.
- No commercial business of any kind shall be permitted on said 2.5 Acre tracts.
- Property owners can have no more than two horses or two cows, or one horse and one cow, on each 2.5 Acre tracts.
- No swine, poultry, or goats shall be kept or maintained upon said tracts and only household pets are allowed in said addition.
- Mobile homes are not permitted upon any of the lots in said addition, except that a mobile home may be used for only one year from the date of purchase of said 2.5 Acre tract and must be removed from said premises at the end of said one year.

IN WITNESS WHEREOF this instrument is
executed this 20th day of July, 1973

STATE OF OKLAHOMA
COUNTY OF WAGONER

Ermon F. Pearce
Hazel H. Pearce

Before me the undersigned, a Notary Public in and for the County of Wagoner, and the State of Oklahoma, on this 20th day of July, 1973, personally appeared *Ermon F. Pearce and Hazel H. Pearce*, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its owner, acknowledge to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My Commission Expires 4-5-75

[Signature]
Notary Public

CERTIFICATE OF SURVEY

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

Enoch Cox
Enoch Cox
Registered Land Surveyor

STATE OF OKLAHOMA
COUNTY OF

Before me, this undersigned, a Notary Public, in and for said County of Tulsa, and the State of Oklahoma, on this 20th day of July, 1973, personally appeared Enoch Cox, 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 July 8, 1975

[Signature]
Notary Public

I, Don M. Roberts, Wagoner County Treasurer,
certify that the taxes are paid by the above description
according to the 1972 tax roll.
[Signature]
Don M. Roberts
Wagoner County Treasurer

STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in the Office of the
COUNTY CLERK AND RECORDED
Per Book 6 Page 15
AUG 16 1973
At 2:25 O'CLOCK
TACI C. JONES, County Clerk
[Signature]