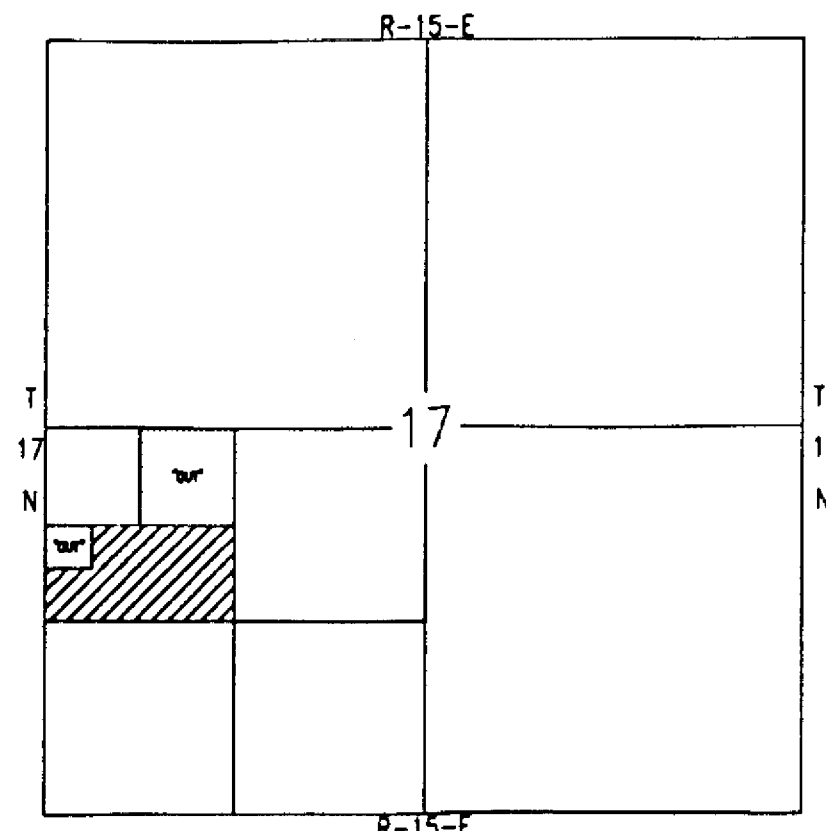


# SHADY ACRES ADDITION

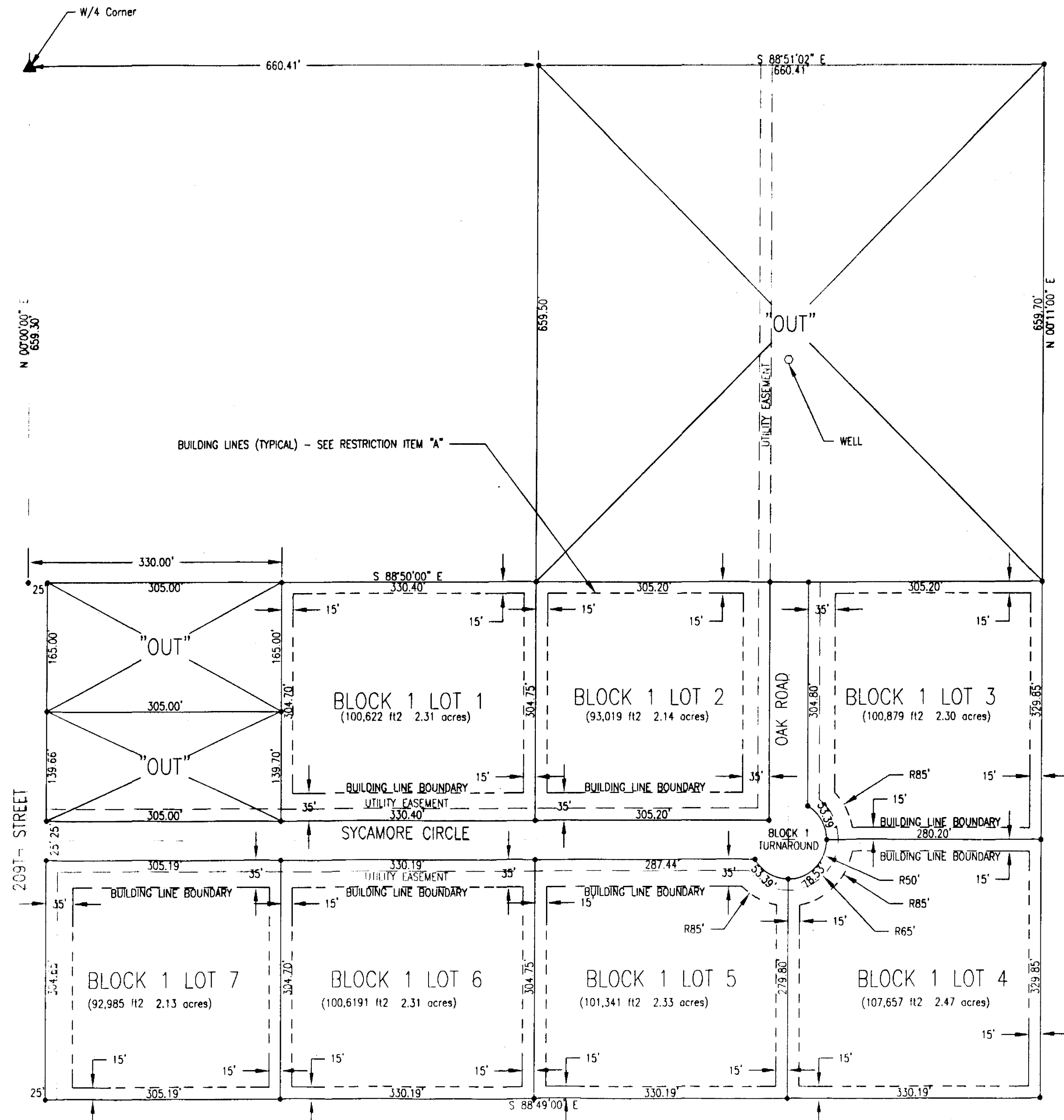
A SUBDIVISION IN THE S/2, NW/4, SW/4 ; LESS AND EXCEPT THE  
 N/2, NW/4, SW/4, NW/4, SW/4 OF SECTION 17 T-17-N, R-15-E  
 WAGONER COUNTY, STATE OF OKLAHOMA

**Owner:** John A. and Virginia M. Dill  
 12010 South 195th East Avenue  
 Broken Arrow, Oklahoma 74014  
 Phone: 918-455-9881

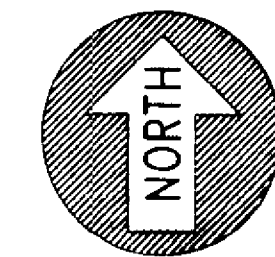
**Surveyor:** Bill Cox  
 Registered Land Surveyor  
 Route 1, Box 18-G  
 Coweta, Oklahoma 74429  
 Phone: 918-486-3213



LOCATION MAP



PLOT PLAN  
 Scale: 1"=100'



**SHADY ACRES ADDITION  
 CERTIFICATE OF DEDICATION AND RESTRICTIVE CONVENANTS:**

KNOW ALL MEN BY THESE PRESENTS THAT John A. Dill and Virginia M. Dill, residents of Wagoner County, Oklahoma; are the owners of the following described property, to wit:

S/2 NW/4 SW/4; Less and Except the N/2 NW/4 SW/4 NW/4 SW/4 of Section 17, Township 17 North Range 15 East, now known as Block 1, Lots 1 thru 7, Shady Acres Addition, Wagoner County, State of Oklahoma containing 17.75 acres.

THAT WE, JOHN A. DILL and VIRGINIA M. DILL, owners of the Shady Acres Addition, a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and we hereby dedicate for the purpose of 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 incumbent to our successors to adhere.

THESE CONVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them, until August 1, 2017, 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 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 person or persons violating or attempting to violate any such covenant or either to prevent him or them from so doing or to recover damages or other dues for such violation. 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) No residence or structure shall be erected on any building lot, which is less than 304.65' x 305.19', or 2.13 acres, more or less, including roadway easement.
- (B) Each lot, as defined by item A above, may be used for only one single-family dwelling, and outside buildings.
- (C) No building shall be located nearer to the front line, nor nearer to the side lot line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than 15' to any side lot line, and front setback will be no nearer than 35 feet.
- (D) No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood; no part of the property described in said plat shall be used for maintenance, care or housing of swine or poultry. No commercial business of any nature shall be conducted on the described property.

- (E) Each tract shall be permitted to construct a barn, not to exceed height of the dwelling, and must be maintained and kept in clean and orderly condition.
- (F) No trailer, mobile home, tent, shack, garage, barn, or other outbuilding erected in 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.
- (G) All house plans must be approved by the Architectural Committee, made up of John and Virginia Dill, said owners. There will be no metal or log homes approved. Exterior of houses must be of frame or masonry construction. Construction of residence must be complete within 12 months from Construction Start Date.
- (H) No dwelling shall be erected on any single-family residential lot in this tract, the living area of the main structure of which, exclusive of open porches and garages; is less than 1500 square feet.
- (I) No structure previously used shall be moved onto any lot in this addition.
- (J) 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.
- (K) The undersigned OWNERS further dedicate to the public use forever the easements and right-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utilities, including sanitary sewers, telephone lines, electrical power lines and transformers, gas lines and water lines together with the right of ingress and egress upon said easements and rights-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 reserve the right to construct, maintain, operate, lay out and relaying over, across and along all of the public streets shown in said plat, and 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.
- (L) 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. Repairs or cost of relocation, required by violation of this covenant, shall be paid by owner of the lot.
- (M) Water supply will be provided by private water wells.

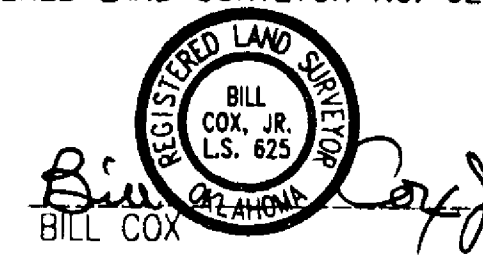
**CERTIFICATE OF SURVEY**

I, BILL COX, the undersigned, a registered Land Surveyor, hereby certify that I have carefully and accurately plotted the above described tract of land, and that the above plat is a true and correct representation thereof.

DATED this 11 day of APRIL, 1998.

REGISTERED LAND SURVEYOR No. 625

STATE OF OKLAHOMA  
 COUNTY OF TULSA



**CERTIFICATE OF OWNER ACCEPTANCE**

We, JOHN A. & VIRGINIA M. DILL, the undersigned, legal owner of above described property, hereby certify that we have carefully reviewed all the above described documents, and do accept the above plat to be a true and correct representation thereof.

DATED this 13<sup>th</sup> day of April, 1998.

*John A. Dill*  
 JOHN A. DILL

*Virginia M. Dill*  
 VIRGINIA M. DILL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 13<sup>th</sup> day of April, 1998, personally appeared John A. and Virginia M. Dill, to me known to be the identical person who subscribed the name of the maker thereof to 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.

WITNESS my hand and official seal the day and year last written above.

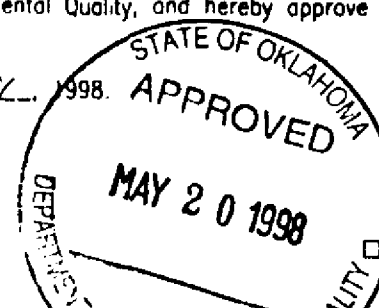
My commission expires 02-13-99

*Shirley Kay*  
 NOTARY PUBLIC

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

I certify that I have approved the application and plan of a residential development which is on file at the Wagoner Office of the Department of Environmental Quality, and hereby approve this plat for the use of private well water systems and individual sewage systems.

DATED this 20<sup>th</sup> day of MAY, 1998.

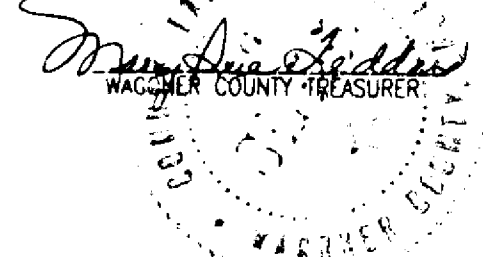


*Rick Austin*  
 RICK AUSTIN  
 ENVIRONMENTAL SPECIALIST SUPERVISOR  
 OKLAHOMA DEPT. OF ENVIRONMENTAL QUALITY

**WAGONER COUNTY TREASURER**

*Mary Anne Zeller* Treasurer for the County of Wagoner, State of Oklahoma, do hereby state that all back taxes have been paid on the described property.

DATED this 26<sup>th</sup> day of May, 1998.



**ACCEPTANCE OF PLAT**

Be it resolved by the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma, that the above shown is accepted and adopted by the Wagoner Metropolitan Area Planning Commission.

Approved by the Chairman of the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma.

DATED this 21<sup>st</sup> day of May, 1998.

*Brenda Helton*  
 Wagoner Metropolitan Area Planning Commission

**WAGONER COUNTY COMMISSION**

Be it resolved by the Wagoner County Board of County Commissioners, Wagoner County, State of Oklahoma, that the above shown plat is approved.

Approved by the Wagoner County Board of Commissioners, Wagoner County, State of Oklahoma.

DATED this 26<sup>th</sup> day of May, 1998.

*Mike Cox*  
*D. B. Hargrove*  
 Chairman, Wagoner County Board of County Commissioners