

SHAHAN RANCHETTES

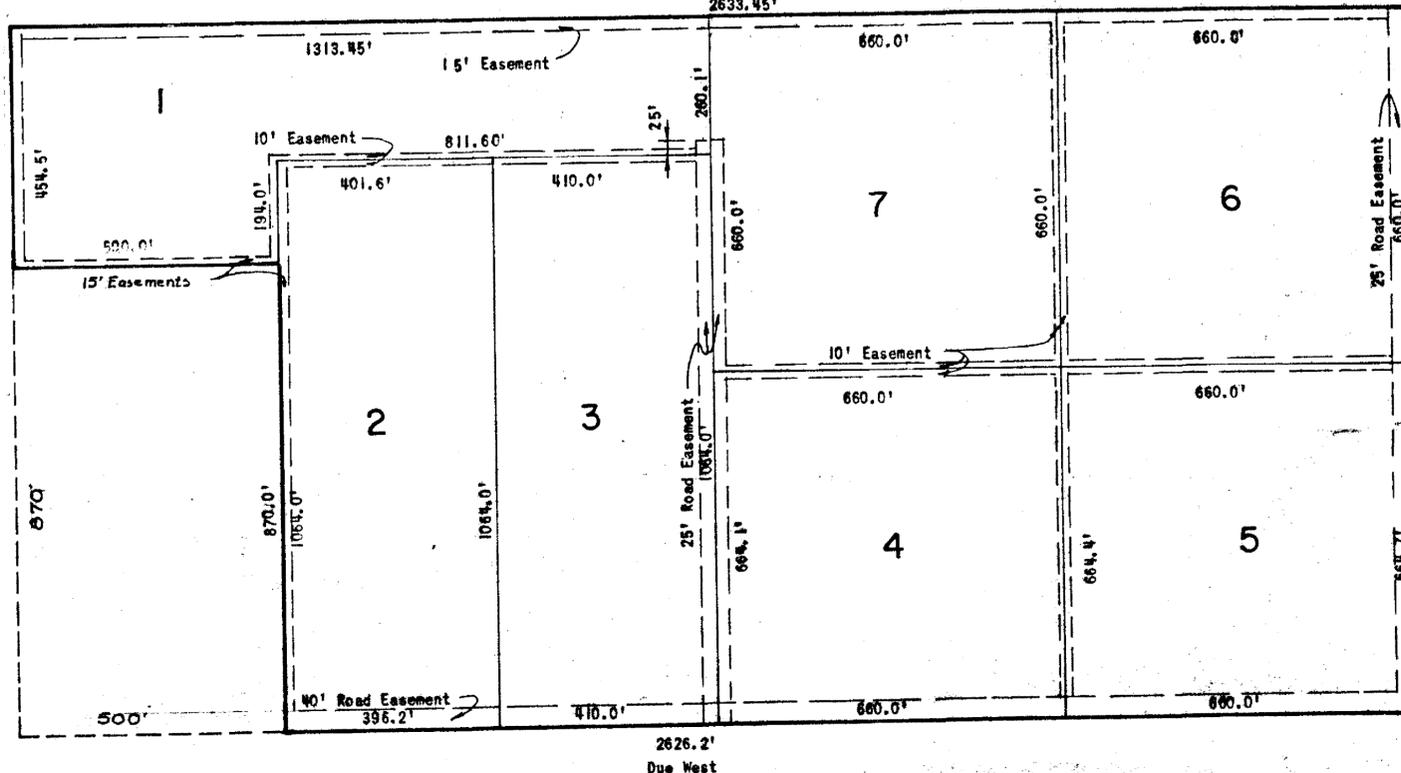
AN ADDITION IN
WAGONER COUNTY, OKLAHOMA

Plat Book 5 Page 24
STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED

JUN 12 1972

AT 9 O'CLOCK
JACK C. JONES, County Clerk
By *Marie Boyd* Deputy

S 89° 59' 48" E
2633.45'



OWNER

John V. Brooks
Rt. 2, Box 209
Broken Arrow, Oklahoma

ENGINEER & SURVEYOR

Jack L. Spradling & Associates
4580 E. 50
Tulsa, Oklahoma

No. of Lots - 7

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, John V. Brooks and Edna Marie Brooks, being the sole owner of the real property hereinafter described, have caused said property, to-wit:

The South Half (½) of the Southeast Quarter (SE¼) of Section Nine (9), Less The South 870' of The West 500' of Township Seventeen North (17N), Range Fifteen East (15E), Wagoner County, Oklahoma, to be surveyed, staked and platted into lots and streets, as shown on the attached plat, and have caused the same to be named "SHAHAN RANCHETTES", a subdivision in Wagoner County, Oklahoma.

The owner, being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential subdivision, does 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 any of said property, and any person accepting conveyance thereof shall take the same subject to such conditions, restrictions and protective covenants, and by accepting said covenants, shall be deemed to have assented thereto and shall be entitled to all benefits and to have assumed all responsibilities, to-wit:

- All lots shall be for residential purposes only.
- No more than one residence will be permitted on any lot as platted or as may be created. No lot shall be created to contain less than ¼ acres of area and have less than 150 foot frontage on a road easement.
- All houses must be completely modern and septic tanks must be in accordance with the Wagoner County Health Department.
- Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.
- The floor area of the dwelling constructed, exclusive of porches and garages, shall be not less than 1200 square feet. All dwellings shall have a two car garage or two car carport. The exposed exterior wall area, exclusive of doors, windows, and gable area, shall be fifty (50%) percent masonry or masonry veneer. Masonry material shall be of quality and appearance equal or superior to standard clay or shale common brick, Portland Cement Brick or quarried stone.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- Easements for the installation, use, service and maintenance of public utilities are reserved for the use of the public utilities upon the lots, as shown upon the recorded plat.
- Road easements are to be used for access purposes and no fence, wall, or other obstruction shall be placed on or across such easement.
- Trailers or mobile homes are permitted on any lot for residential uses except that no trailer or mobile home shall be permitted to remain on a lot more than two (2) years.

- No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands on this _____ day of _____, 1972.

John V. Brooks
John V. Brooks

Edna Marie Brooks
Edna Marie Brooks

STATE OF OKLAHOMA
COUNTY OF *Tulsa*

Before me the undersigned, a Notary Public in and for said State, on this 19th day of June, 1972, personally appeared John V. Brooks and Edna Marie Brooks to me known to be the identical person who subscribes the name of the maker thereof to the foregoing instrument as its owner 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.

My commission expires 3-10-75.

James A. Zuehl
Notary Public

CERTIFICATE OF SURVEY

I, Jack L. Spradling, a licensed Surveyor, hereby certify that I have carefully and accurately surveyed, staked with iron pins and platted the above described tract of land designated as Shahan Ranchettes, an addition to Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

Dated this 19 day of June, 1972.

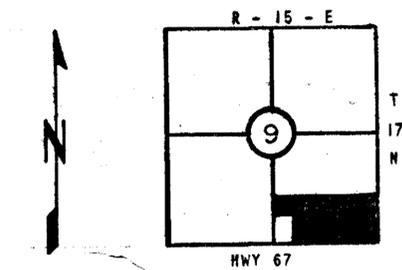
Jack L. Spradling
Licensed Surveyor No. 481

STATE OF OKLAHOMA
COUNTY OF *TULSA*

Before me the undersigned, a Notary Public in and for said State, on this 19th day of June, 1972, personally appeared Jack L. Spradling to me known to be the identical person who executed the 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. Given under my hand and seal the day and year written above.

My commission expires Dec 15, 1975.

Arpe Robertson
Notary Public



I, James M. Roberts, Notary Public in and for said State, do hereby certify that the recording to the 1971 tax roll, of the above described, are paid.
James M. Roberts
Notary Public