

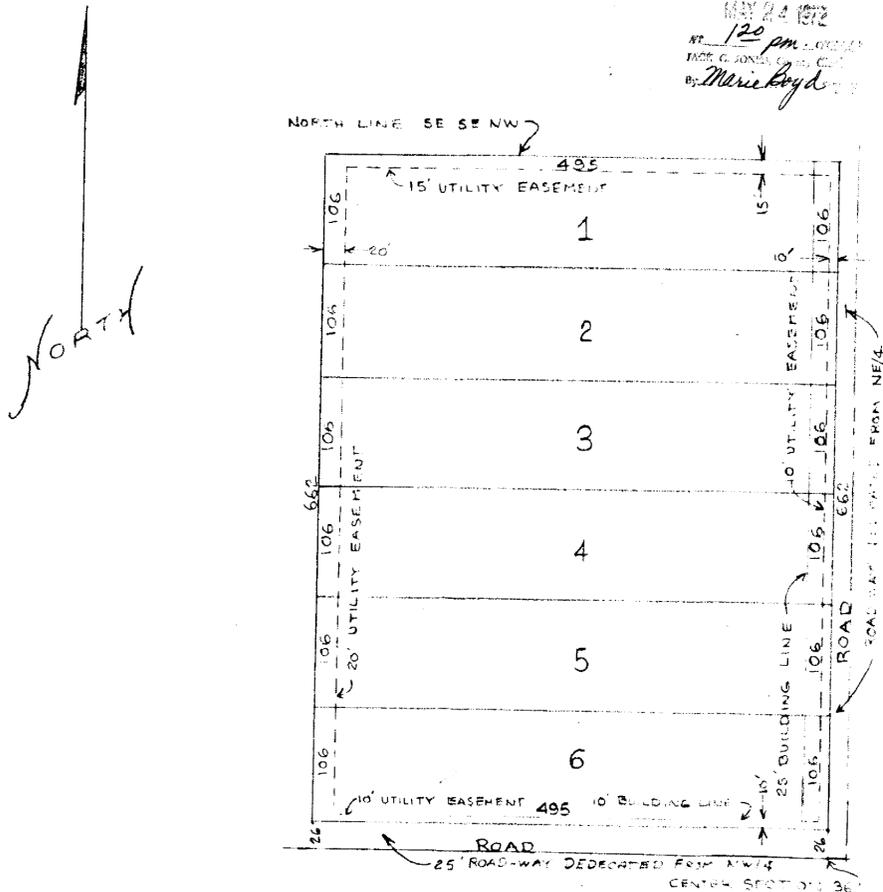
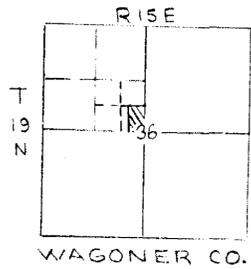
# SHARON ACRES

A SUB-DIVISION OF SE SE NW OF SECTION 36 T19N, R15E WAGONER CO, Less West 165'.

Plat Book 5 Page 22

STATE OF OKLAHOMA  
 PUBLIC RECORDS  
 PUBLIC RECORDS DEPARTMENT  
 OKLAHOMA CITY, OKLAHOMA

MAY 24 1972  
 120 pm  
 BY: Marie Boyd



### CERTIFICATE OF DEDICATION & RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS

That BROKEN ARROW INVESTMENT AND CONSTRUCTION CORPORATION is the owner of the following described property, to-wit;

The SE SE NW of Section 36, Township 19 North, Range 15 East Wagoner County, Oklahoma. LESS West 165 feet.

That the BROKEN ARROW INVESTMENT AND CONSTRUCTION CORPORATION, THE OWNER of the above described property, have caused the same to be surveyed, staked and plat- ted into Lots, Streets and Utility easements, and have caused the same to be named and designated as "SHARON ACRES" a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the Public use where- ever the streets and easements 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 restric- tive covenants for the mutual benefit of ourselves or 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 in- cumbered to 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 December 31, 1992, at which time they will 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 to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages or others dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no way affect the other provisions which shall remain in full force and effect.

1. No building shall be located nearer to the front line, nor nearer the side lines than the building lines shown in the plat and in no event shall be located nearer than ten feet from any side lot line.
2. 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.
3. No part of the property described in said plat shall be used for the maintenance, care or housing of swine or goats.
4. Each tract shall be permitted to construct a small barn, or utility building, not to exceed the height of the dwelling and must be kept in a clean and orderly condition.
5. No Mobile Home, basement, 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.
6. No dwelling shall be erected on any lot where the living area of the main structure, exclusive of open porches and garages, is less than 1400 square feet.
7. No structure previously used shall be moved onto any lot in this subdivision.
8. All individual sewage systems shall be constructed in such manner as to meet all requirements set out by the State of Oklahoma Health Department.

9. The undersigned OWNER further dedicates to the Public use forever the easements and right-of-way as shown and designated on the accompanying plat for the several reasons and purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities together with the right of ingress and egress upon said easement for the use and purposes aforesaid.

IN WITNESS WHEREOF,

BROKEN ARROW INVESTMENT AND CONSTRUCTION CORPORATION

by Charles E. Gregory  
 Charles E. Gregory, President

ATTEST

by Marvin D. Wright  
 Marvin D. Wright, Secretary

STATE OF OKLAHOMA  
 COUNTY OF Adair

Before me, the undersigned, a Notary Public, in and for said County and State on this 16 day of May, 1972 personally appeared Charles E. Gregory, to be known to be identical person who subscribed the name of the maker thereof to the fore- going instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires 3/24/76

John B. Bryce  
 Notary Public

CERTIFICATE OF SURVEY

I, John F. Sheridan, the duly elected Surveyor of Wagoner County, State of Oklahoma and a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my knowledge.

John F. Sheridan  
 John F. Sheridan  
 Wagoner County Surveyor

TREASURER CERTIFICATION

I, hereby certify that the 1971 and back taxes have been paid on the above described property.

Paul M. Roberts  
 Wagoner County Treasurer