

CERTIFICATE OF DEDICATION
FOR
SNUG HARBOR TERRACE ADDITION
AN ADDITION IN WAGONER COUNTY, OKLAHOMA

STATE OF OKLAHOMA
 COUNTY OF WAGONER
 JUL 20 1959
 JACK C. JONES, County Clerk
 By: *Marilyn Boyd*, Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT W. L. FOSTER is the proprietor and owner in fee simple of the following described real estate, situated in Wagoner County, State of Oklahoma, being more particularly described as follows, to-wit:

The SE 1/4 of the SE 1/4 of Section 28, Township 18 North, Range 19 East, said tract of land containing 39.619 acres, more or less, and has caused the same to be surveyed, platted and staked into Blocks, Lots, Streets, as shown by the accompanying Plat and Survey thereof, and which Plat is made a part hereof, and has given to said Addition the name of "SNUG HARBOR TERRACE ADDITION", an Addition in Wagoner County, Oklahoma, and

W. L. FOSTER does hereby dedicate for public use all streets and public places shown on said Plat, and does further dedicate for public use forever the easements and rights-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 storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, 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 owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all of the public streets shown on said plat, and over, across, and along all strips of land included with-in 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 areas, and

For the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of Mr. W. L. FOSTER, his successors, or assigns, entitled to said lots or any of them, the undersigned owner does hereby impose the following restrictions, limitations, and reservations which shall be binding upon all lot purchasers, owners, their successors or assigns. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 29, 1984, at which time the same shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change same in whole or in part.

- A. All lots in the tract shall be known and designated as Residential Lots, and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot Building Plot, other than a one single family detached dwelling, and a private garage for not more than two cars.
- B. 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. No building shall be located nearer than five (5) feet to the side lot line.
- C. No residence or structure shall be erected on any building plot, which plot has an area less than shown on the Recorded Plat.
- D. 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.
- E. No trailer, 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.
- F. No dwelling shall be erected on any residential lot in the tract that is less than 1000 square feet exclusive of one story porches and garage.
- G. No fence shall be erected on any lot forward of the main structure, and shall not be more than six (6) feet in height.
- H. No structure previously used shall be moved onto any lot in this Addition.
- I. All house plans, plot plans showing house location, and buyers shall be approved by the owner, his successors, or assigns.
- J. If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the provisions herein, it shall be lawful for any other person or persons, owning any real estate in said development of the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing, or to recover damages or other dues for such violation.
- K. Invalidation of any of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

WITNESS my hand at Tulsa, Tulsa County, State of Oklahoma, this 29th day of July, 1959

W. L. Foster
 W. L. FOSTER

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day of July, 1959, personally appeared W. L. Foster to me known to be the identical person who subscribed the name of the maker thereof, to the 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the day and year last above written.
 My commission expires Sept. 24, 1960

Margie Semere
 Notary Public

CERTIFICATE OF SURVEY

I, Joe E. Donelson, a Registered Professional Engineer of the State of Oklahoma, and an experienced land surveyor, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets, the real estate and premises dedicated as "SNUG HARBOR TERRACE ADDITION", a subdivision in Wagoner County, State of Oklahoma, and that the above plat is a true representation of said survey showing the length, width, and depth of all lots and blocks, and the names, width, boundaries, and extensions of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Tulsa, Tulsa County, State of Oklahoma, this 29th day of July, 1959

HAMMOND ENGINEERING COMPANY

Joe E. Donelson
 Registered Professional Engineer

STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of July, 1959, personally appeared Joe E. Donelson to me known to be the identical person who executed the within and foregoing instrument, 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 HAMMOND ENGINEERING COMPANY, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.
 My commission expires July 27, 1963

Joe E. Donelson
 Notary Public

SNUG HARBOR TERRACE ADDITION

AN ADDITION IN WAGONER COUNTY, OKLAHOMA.
 A SUBDIVISION OF THE SE 1/4, SE 1/4, SECTION 28, TOWNSHIP 18 NORTH, RANGE 19 EAST.

OWNER: W. L. FOSTER

Hammond Engineering Co.
 Tulsa, Oklahoma.

DATE: July 25, 1959

