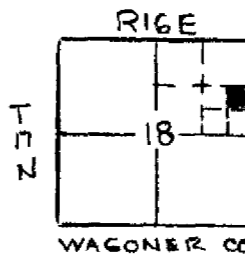
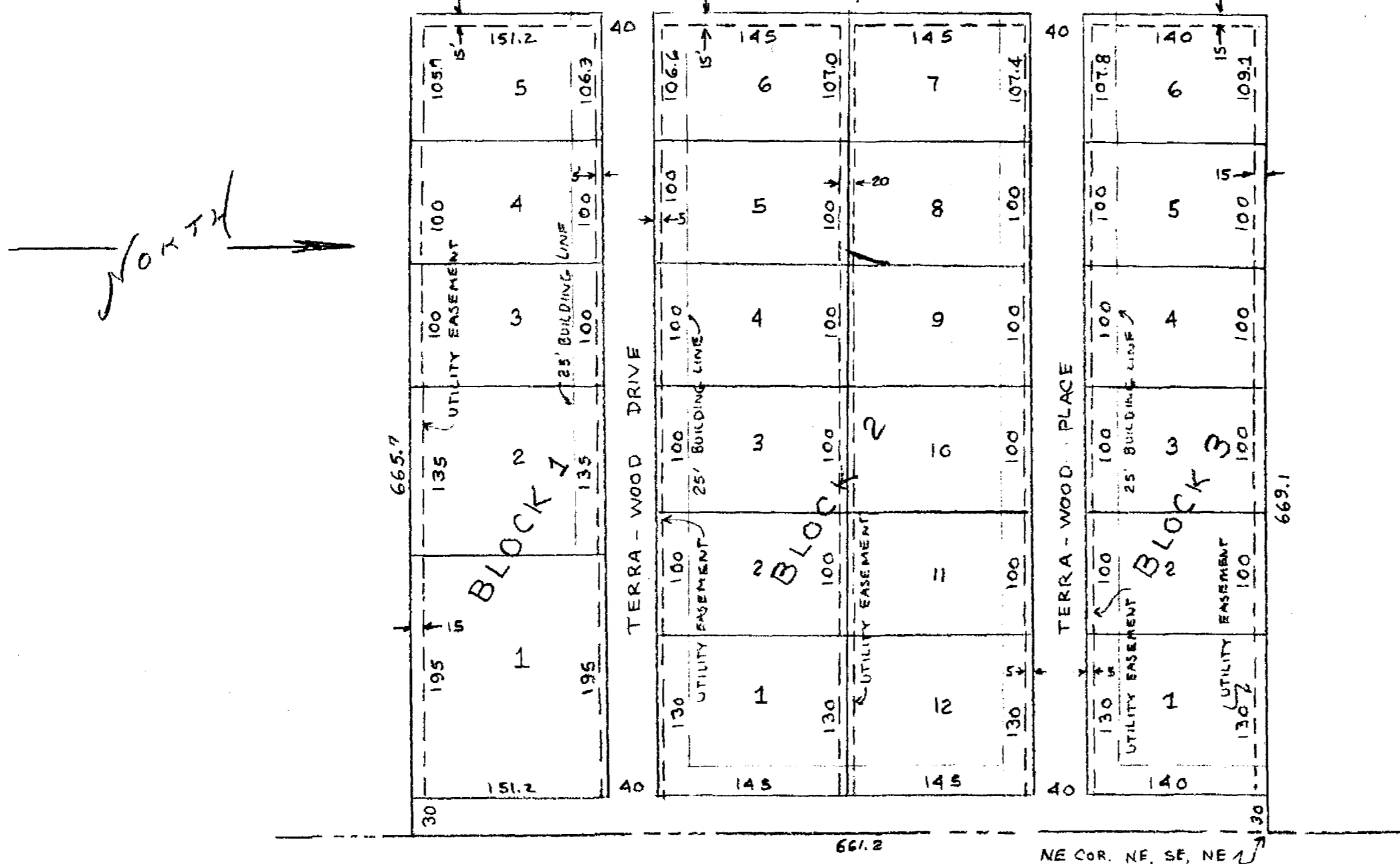


TERRA-WOOD

A SUBDIVISION TO WAGONER COUNTY
NE/4 SE/4 NE/4 SEC. 18 T17N, R16E WAGONER
COUNTY



Plat Book 4 Page 48
STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in this Office
COUNTY CLERK AND BOARD
APR 30 1971
AT 3:10 pm O'CLOCK
JACK C. JONES, County Clerk
By Marc Bayd Deputy

Certificate of Dedication & Restrictive Covenants

Known All Men by these Presents

That Enrol C. Curlee and Lowanna Ann Curlee are the owners of the following described property, to-wit:
The NE/4 SE/4 NE/4 of Section 18, Township 17 North, Range 16 East, Wagoner County, State of Oklahoma.

That the owners of the above described 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 TERRA-WOOD SUBDIVISION IN WAGONER COUNTY STATE OF OKLAHOMA, according to the record plat thereof, and hereby dedicate for the 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 development of the entire tract so do dedicate the following covenants. The restrictive covenants are for the benefit to the present owners and to the successors in title, and that the owners impose the following restrictions and create the following easements to which it shall be incumbent 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, 1991, 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 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 persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other dues for such violation. Invalidation of any of the other provisions shall remain in full force and effect.

1. Each lot may be used for only one single family dwelling.
2. No building or structure shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the above plat, and in any event, no building shall be located nearer than five(5) feet to any side lot line.
3. No residence or structure shall be erected on any building plot which has an area less than that shown on the above plat. No lot may be subdivided. All homes shall be completed within 6 months.
4. 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. No part of the property described in said plat shall be used for the maintenance care, or housing, of swine, poultry, cattle or horses. No commercial business of any kind or nature shall be conducted on the described property.
5. No mobile-home will be allowed on any lot at any time.
6. No trailer or basement, tent, shack, garage, barn or other out-building erected in this tract shall at any time or used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.
7. No dwelling shall be erected on any lot where the living area, exclusive of open porches and garages, is less than 1200 square feet, and the exterior surface of all family dwellings shall be at least 45% stone or brick. Garages shall be 2-car with 1200 sq ft.
8. No structure previously used shall be moved onto any lot in this addition.
9. A small out-building will be allowed, but construction must either be in conformity with dwelling architecture or a unit built by a commercial firm for that purpose.
10. No swimming of any kind will be allowed on any lot of the above subdivision.
11. No lot shall be used as a storage yard or re-building area for salvage cars.
12. The undersigned O&R further dedicates to the Public use forever the easements and right-of-ways as shown and designated on the accompanying plat, for the several purposes of construction, maintenance, operation, repair, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, together with the right of ingress and egress upon said easements and right-of-ways for the uses and purposes aforesaid, together with similar rights in each and every street shown on above plat. Said dedication to the public and utility includes electric lines and transformers, gas lines and water lines. Provided also that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all of the public streets shown in the above plat, and over, across and along all strips of land included within the easement shown thereon, both for the purpose of furnishing water and or sewer service to the area included in above plat and to any other area.

13. 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.

14. Underground Utilities (if applicable)

- (A) Overhead pole lines for the supply of electric service may be located along the South and North lines of the addition. Street lights on standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement-ways for general utility services and streets, shown on the above plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- (B) Underground services and cables to all houses may be located on all lots in said addition may be run from the nearest service pedestal on the transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot, provided that upon installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (C) The supplies of electric and telephone services, through their proper agents and employees, shall at all times have right of access to all easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- (D) The owner of each lot shall be responsible for the protection of 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 the owner of the lot.

In witness whereof, the owners have caused these to be executed this 24th day of April 1971.

Enrol C. Curlee
Enrol C. Curlee

Lowanna Ann Curlee
Lowanna Ann Curlee

State of Oklahoma)
County of Wagoner)

Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this 24th day of April 1971, personally appeared Enrol C. Curlee and Lowanna Ann Curlee to me known to be the identical persons who subscribed the names to the makers thereof to the foregoing instrument and as its owners, acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My commission expires June 1, 1971

Ann B. [Signature]
Notary Public

I, John F. Sheridan, the duly elected County Surveyor of Wagoner County, State of Oklahoma and a registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and based procedure of surveying and reference to possible legal lines and true measurements do state that said survey is correct to the best of my present knowledge.

John F. Sheridan
Wagoner County Surveyor
Oklahoma Registered No. 345

I hereby certify the 1970 and back taxes have been paid on the above description.

April 30, 1971

Don P. Miller
Wagoner County Treasurer