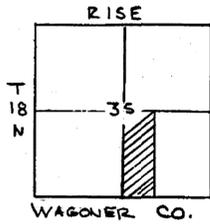


Plat Abstract - 26A
 COUNTY OF WAGONER
 State of Oklahoma
 Filed for Record in the
 COUNTY CLERK'S OFFICE
 MAR 18 1980

TIMBERRIDGE ESTATES

A SUB-DIVISION OF PART OF THE
 SE/4 SECTION 35, T18N R15E
 WAGONER COUNTY



KNOW ALL MEN BY THESE PRESENTS:

THAT WAYNE O. COPPAGE is the owner of the following described property to wit:
 The West 63.8 acres of the Southeast Quarter (SE/4) of Section 35, Township 18 North, Range 15 East Wagoner County, Oklahoma.

THAT I, WAYNE O. COPPAGE, resident of Wagoner County, Oklahoma and the owner of the above described property, have caused the same to be surveyed, staked, and platted into lots, streets, and utility easements, have caused the same to be named and designated as "TIMBERRIDGE ESTATES", a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and I 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 restrictive covenants for the mutual benefit of myself and my successors in title, to the subdivision of said tract, hereinafter referred to as blocks and lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to my 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, 2000 at which time said covenants shall automatically be 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 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, and either to prevent him or them from so doing or to recover damages or other dues for such violations. 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) All plans and specifications must be submitted to the developer or his duly authorized representative for written approval prior to start of construction.
- (B) Each lot may be used for only one single family dwelling.
- (C) No building shall be located nearer to the front line, nor nearer to the street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than ten (10) feet to any side lot line.
- (D) No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
- (E) 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 or goats.
- (F) Each tract shall be permitted to construct a small barn or storage building; not to exceed 800 square feet, and must have exterior walls of frame or masonry construction and have a composition or wood shingle roof.
- (G) No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on 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.
- (H) No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1000 square feet in area. Construction of home must be completed within six (6) months.
- (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) All entrances from streets shall have drain tile, size and type approved by developer or County Commissioner of Wagoner County.
- (L) No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than twenty-five square feet.
- (M) Houses may be served from overhead or underground facilities. Overhead pole lines for the supply of electric service may be located within the addition. Street light poles or standards may be served by underground cable and elsewhere throughout said addition. Some supply lines may be located underground, in the easement ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- (N) Underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or 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 the installation of such service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) 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.
- (O) The supplier of electric service, through its proper agents and employees, shall at all times, have the right of access to all such 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 and or overhead facilities so installed by it.
- (P) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
- (Q) The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.
- (R) The undersigned owner further dedicates to the public use forever the easements and right-of-ways as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, replacing any and all public utilities including the storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines and water lines, together with all fittings, and equipment for each of such facilities and any other appurtenances thereto, 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 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 lines 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, alleys, and easements shown on said plat, and/or sewer services to the area included in said plat to any other areas.

IN WITNESS WHEREOF, said WAYNE O. COPPAGE has caused these presents to be executed by its OWNER hereunto duly authorized this 18 day of MARCH, 1980, at Broken Arrow, Oklahoma.

WAYNE O. COPPAGE

Wayne O. Coppage
 Notary Public

STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 18th day of March, 1980, personally appeared WAYNE O. COPPAGE to me known to be the identical persons who subscribed the name of the maker who acknowledged to me that he executed the same as his free and voluntary act

Given under my hand and seal the day and year first above written.

Arvid G. Jones
 Notary Public

My Commission Expires:
 Jan 22, 1983
 (SEAL)

SURVEYOR'S CERTIFICATE

I, John F. Sheridan, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets, the real estate and premises dedicated as TIMBERRIDGE ESTATES, Wagoner County, Oklahoma, and that the attached plat is a true and correct representation of said survey, showing the length, width and depth of all lots and blocks, and the names, widths, boundaries and extension of all streets.

In Witness Whereof, I hereunto set my hand and official seal this 18 day of MARCH, 1980.

John F. Sheridan
 John F. Sheridan, Registered
 Land Surveyor No. 345

CERTIFICATE OF COUNTY TREASURER

I hereby certify that the 1979 and all prior years' taxes have been paid on the above described property according to the 1979 tax roll.

Wagoner County Treasurer
 Wagoner County Treasurer

OKLAHOMA STATE DEPARTMENT OF HEALTH CERTIFICATE

The Oklahoma State Department of Health certifies that this plat is approved for the construction of individual sewage disposal systems.

March 10, 1980 signed *Osward Spade*
 WAGONER COUNTY HEALTH DEPARTMENT

