

AREA OF APPLICATION  
 FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in their entirety shall apply to the Westland Acres Subdivision, Wagoner Oklahoma.

**RESIDENTIAL AREA COVENANTS**

**LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

**DWELLING SIZE.** The floor area of the main structure, exclusive of open porches and garages, shall be not less than:  
 BLKS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20: 1350 Sq. Ft.  
 BLKS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20: 1500 Sq. Ft.

**BUILDING LOCATION.** No building shall be located, erected, or altered on any lot nearer to the front or side street than the building set-back line shown on the recorded plat. No building shall be located nearer than the following to an interior lot line:  
 BLKS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20: 5'-0"  
 BLKS. 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20: 8'-0"

**RE-LOCATION OF BUILDINGS.** Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and re-modeling or converting same into a dwelling unit in this subdivision.

**STREETS.** All streets shall be hot mix Asphalt with Concrete and curb and gutter.

**LOT WIDTH.** No dwelling shall be erected or placed on any lot having a width or square-foot area less than that shown on recorded plat.

**DRIVEWAYS.** Shall be concrete or Hot mix Asphalt.

**FENCES.** No fence shall be constructed or allowed to remain in front of the minimum building set-back line.

**TRANSPORT VEHICLES.** No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

**NUISANCES.** 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.

**TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

**WATER SUPPLY.** No individual water-supply system shall be permitted on any lot.

**TERM.** 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: The River Basin Development Corporation does hereby certify that it is the owner, holding all rights, title or interest in the land shown on the Plat hereon of Westland Acres Subdivision covering all of the N/2 of SW/4 and part of the SE/4 of SW/4 described as follows: Beginning at a point on the East line of the SE/4 of SW/4 a distance of 450.6 feet North of the Southeast corner thereof; thence westerly along the projected South line of Cherokee Street a distance of 210 feet; thence South and parallel to the East line of the SE/4 of SW/4 a distance of 291.37 feet to a point on the North R/W line of Oklahoma State Highway No. 51; thence Southwesterly along South and East line of the SE/4 of SW/4 a distance of 698.87 feet to a point which is 467.01 feet East of the West line and 56.42 feet North of the South line of the SE/4 of SW/4; thence North a distance of 170.64 feet; thence West on a line parallel with the South line of SE/4 of SW/4 a distance of 467.01 feet to the West line of the SE/4 of SW/4; thence South along the East line of West line of SE/4 of SW/4 to the Northwest corner thereof; thence East along the North line of SE/4 of SW/4 to the Northeast corner thereof; thence South along the East line of SE/4 of SW/4 to the point of beginning, all lying in Section 9, Township 17 North, Range 18 East of the Indian Meridian, Wagoner County, Oklahoma and that the Plat represents a correct survey of said property, made with the consent of the Corporation, and that all the Streets, Alleys, and Utility reserves shown on said plat are hereby dedicated to the public. A clear title to all land so dedicated is hereby guaranteed forever.

Signed in Wagoner, Oklahoma, this 14th day of July 1973  
 Attest: Wallace A. Hudson  
 RIVER BASIN DEVELOPMENT CORPORATION  
 Wallace A. Hudson - President  
 Wallace A. Hudson

**COUNTY TREASURER'S CERTIFICATE**

I, Ruby Roberts, do hereby certify that I am the duly elected, qualified and acting County Treasurer, Wagoner County, State of Oklahoma; that the taxes are paid for the year of 1972 and prior years on the land shown on the plat hereon of the Westland Acres Subdivision to the City of Wagoner, Oklahoma; and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

Ruby Roberts  
 County Treasurer

**SURVEYOR'S CERTIFICATE**

I, Jimmie Dale Nickle, a registered land surveyor, do hereby certify that the Plat hereon correctly represents a Survey made under the laws of Oklahoma on the 14th day of July, 1973 and that all monuments shown on the Plat are set and their positions are correctly shown.

Jimmie Dale Nickle  
 Reg. Land Surveyor  
 Oklahoma

**STATE OF OKLAHOMA, COUNTY OF WAGONER, SS:**

On this 14th day of July, 1973, before me, the undersigned, a Notary Public in and for the County and State of Oklahoma, personally appeared Forud G. Arons, President and Wallace A. Hudson, Secretary-Treasurer, to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.  
 My Commission expires October 12, 1975.

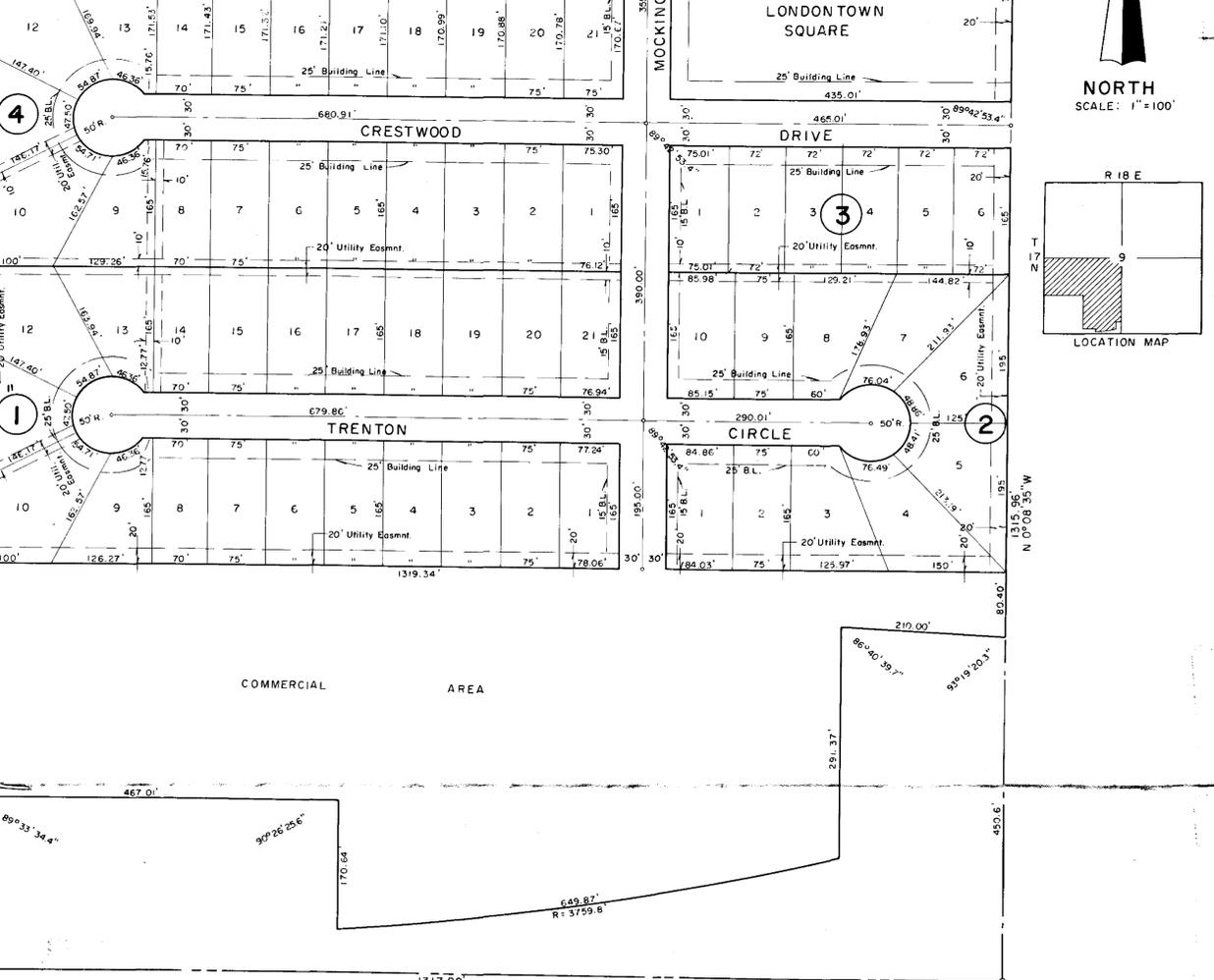
Wanda Butler, Notary Public

**STATE OF OKLAHOMA, COUNTY OF WAGONER, SS:**

Before me, the undersigned, a Notary Public in and for said County and State on this 14th day of July, 1973, personally appeared Jimmie Dale Nickle, to be 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 for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.  
 My Commission expires March 12, 1975.

Betty Kooby, Notary Public



**WESTLAND ACRES SUBDIVISION WAGONER, OKLAHOMA**

CRAIG & KEITHLINE CONSULTING ENGINEERS TULSA, OKLAHOMA

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 11. 10 1973  
 Wagoner County Clerk  
 Wagoner, Oklahoma

