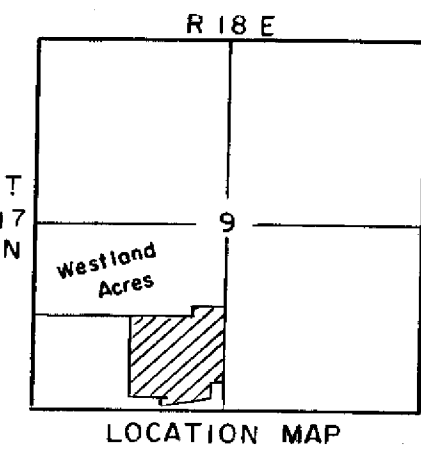
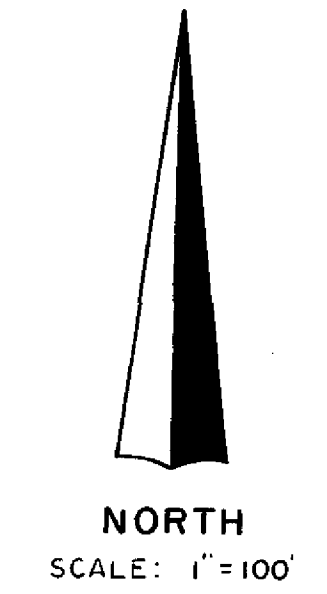


WESTLAND

ACRES



Plot Book Page 25
DATE OF RECORD:
COUNTY CLERK AND APPROVED
FEB 7 1977
AT _____ CLERK
JACK E. STUBBS, County Clerk
By _____
County Clerk

SW Cor. NW/4 SW/4
1321.47' S 89°46'29.1"E
NW Cor. SE/4 SW/4

AREA OF APPLICATION
FULLY-PROTECTED RESIDENTIAL AREA The residential area covenants in their entirety shall apply to the Westland Acres II, a resubdivision of Blocks 1, 2, 3, 4, 6, and the "Commercial Area I" Westland Acres Subdivision, N/2 SW/4 and part of the SE/4 SW/4, Section 9, Township 17 North, Range 18 East, Wagoner County, 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 not be less than:
Bks. 1, 2, 3, 4 1000 Sq. Ft.
Bk. 6 1050 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.
Bks. 1, 2, 3, 4, 6 5'

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 concrete or hot mix asphalt with concrete 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 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 then for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall automatically be 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.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

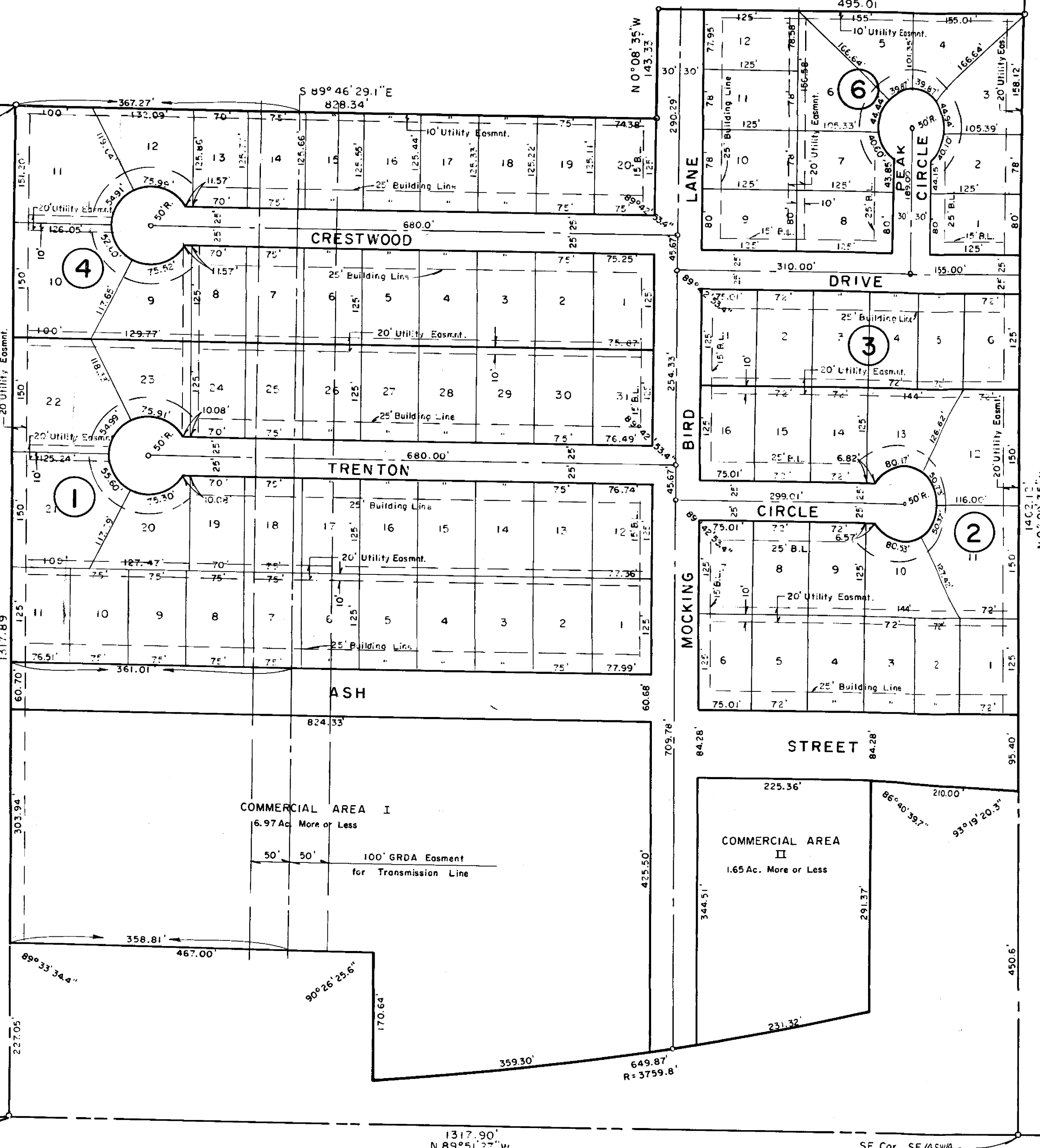
EASEMENTS. All easements and alleys for the installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence or other obstruction shall be placed in any easement or alleyway, and that full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance, operation or installation of such utility.

LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SEWAGE DISPOSAL. No individual sewerage disposal system shall be permitted on any lot, if city sewer is available. If a home is constructed without city sewer and at a later date city sewer becomes available - it is mandatory the home be placed on the city sewer within 90 days.



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 II, a resubdivision of Blocks 1, 2, 3, 4, 6, and the "Commercial Area I" Westland Acres Subdivision, covering the South 143.33 feet of the East 495.01 feet of the N/2 of the SW/4 and part of the SE/4 of the SW/4 described as follows: Beginning at a point on the East line of the SW/4 450.6 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 the 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 said North R/W line a distance of 649.87 feet to a point which is 467.00 feet East of the West line and 56.41 feet North of the South line of the SE/4 of the SW/4; thence North a distance of 170.54 feet; thence West on a line parallel with the South line of the SE/4 of the SW/4 a distance of 467.00 feet to the West line of the SE/4 of the SW/4; thence North along the West line of the SE/4 of the SW/4 to the Northwest corner thereof; thence East along the North line of the SE/4 of the SW/4 to the Northeast corner thereof; thence South along the East line of the SE/4 of the 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 31st day of June, 1977
RIVER BASIN DEVELOPMENT CORPORATION
Attest *Charles English*
James Dale Nickle President

COUNTY TREASURER'S CERTIFICATE
I, Ruby Roberts, do hereby certify that I am duly elected, qualified and acting County Treasurer, Wagoner County, State of Oklahoma; that the taxes are paid for the year of 1975 and prior years on the land shown on the plat hereon of the Westland Acres II, 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. 1976 taxes paid 12/1/77.
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 my supervision on the 14th day of June, 1973 and that all monuments shown hereon actually exist and their positions are correctly shown. I further certify that the Plat hereon falls totally within the limits of the land owned by the River Basin Development Corporation by Warranty Deed dated May 31, 1973 and recorded in Vol. 419, Page 570, Records and Return of Wagoner County, Oklahoma.
Jimmie Dale Nickle
Reg. Land Surveyor No. 78

Acknowledged in statutory form on June 31, 1977 by *James Dale Nickle* before *Charles English* Notary Public, Wagoner County, Oklahoma (Seal). My Commission expires Feb. 27, 1978.

WESTLAND ACRES II A RESUBDIVISION OF BLOCKS 1, 2, 3, 4 & 6 OF WESTLAND ACRES SUBDIVISION WAGONER, OKLAHOMA

CRAIG & KEITHLINE
CONSULTING ENGINEERS
TULSA, OKLAHOMA

The Oklahoma State Department of Health certifies that this plat is approved for the construction of city owned and operated sewerage disposal systems.
SIGNED *Samuel Taylor* R.P.S. Date 2-7-77
Wagoner County Health Department