

WOODLAND HILLS ADDITION

RESUBDIVISION OF

FAP/jk 6-4-75

FAP/jk 7-2-75

A SUBDIVISION OF E/2-NW/4 & SW/4 SECTION 6 T-18-N, R-16-E, WAGONER COUNTY

OWNER'S CERTIFICATE AND DEED OF DEDICATION

FOR RESUBDIVISION OF WOODLAND HILLS ADDITION, A Subdivision of the E/2 of the NW/4; And the NE/4 of the SW/4; And the East 25 feet of the W/2 of the SE/4 of the SW/4; And the West 25 feet of the E/2 of the SE/4 of the SW/4 of Section 6, Township 18 North, Range 16 East, Wagoner County, Oklahoma

enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

- 18. No plot shall have more than one dwelling.
19. No lot shall be used for outside storage.

Witness our hands this 17th day of July, 1975.
Douglas A. Durkie, Pearl T. Durkie, Ray H. Tuell, Kathleen V. Tuell, Jimmy Eugene Taylor, Joan Elaine Taylor, Don L. Tracy, Bernadine Tracy, Roger Jones, Lajune Jones

KNOW ALL MEN BY THESE PRESENTS:

That DOUGLAS A. DURKIE, a single man, and PEARL T. DURKIE, his mother, are the owners of Lot 7, Block 1 in said Woodland Hills Addition.

That RAY H. TUELL and KATHLEEN V. TUELL, husband and wife, are the owners of Lots 5 and 6, Block 1 in said Woodland Hills Addition.

That JIMMY EUGENE TAYLOR and JOAN ELAINE TAYLOR, husband and wife, are the owners of Lot 10, Block 2 in said Woodland Hills Addition.

That DON L. TRACY and BERNAUDINE TRACY, husband and wife, are the owners of Lots 8 and 9, Block 1 in said Woodland Hills Addition.

That ROGER JONES and LAJUNE JONES, husband and wife, are the owners of Lot 7, Block 2 in said Woodland Hills Addition.

That WESTERN REALTY COMPANY, A Corporation, is the owner of all of said Woodland Hills Addition except those lots last hereinabove mentioned, and that the owners of all of said lots have caused the same to be surveyed, staked and platted into blocks, lots and streets and have caused the same to be named and designated as RESUBDIVISION OF WOODLAND HILLS ADDITION, An Addition in Wagoner County, Oklahoma, and we hereby dedicate to the public use all of the streets as shown on said plat; that the easements as shown on the annexed plat are hereby guaranteed a clear title to all land so dedicated, from ourselves, our heirs and assigns forever, and for the purpose of providing adequate restrictive covenants for the mutual benefit of said owners and their successors in title to the subdivision of said tract, we do hereby impose the restrictive covenants as hereinafter set out.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through and under them until the 1st day of December, 1982, at which time said covenants shall automatically be extended for successive periods of ten (10) years and by vote of a majority of the then owners of the lots in said subdivision, it is agreed to change said covenants in whole or in part.

2. If the owners hereof or their 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 subdivision to prosecute any proceedings at law or in equity against the parties or persons or person violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other due for such violations. Invalidation of any one of the covenants by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

3. All lots in said addition shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a single family dwelling and a private garage for two (2) cars or more. All building

FAP/jk 6-13-75

exterior walls shall have either sixty-five per cent (65%) of the exterior wall constructed of masonry, unless construction using less than sixty-five per cent (65%) of the exterior walls of masonry, is approved in writing by the developer. Any out buildings located on any building lot shall conform to the architecture of the main dwelling house.

4. No building exclusive of open porches shall be located nearer to the front lot line nor nearer to the side street line than the building lines shown on the recorded plat. No building shall be constructed nearer than twenty-five (25) feet to any side lot line.

5. Lots in the above Resubdivision of Woodland Hills Addition shall not be subdivided into tracts with less than 75,000 square feet, except Lot No. 2-W in said resubdivision.

6. FLOOR AREA REQUIREMENTS: All square footage requirements are exclusive of open porches and garages. All dwelling houses of single story construction shall have not less than one thousand four hundred (1400) square feet of floor space unless a lesser amount is approved by the developer. All dwelling houses of one and one-half stories shall have a total of one thousand nine hundred (1900) square feet over-all.

7. No fence shall be erected on any lot forward of the building line without permission of the developer and no fence on any lot shall be more than six (6) feet in height.

8. No structure previously used shall be moved onto any lot in this addition.

9. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The drainage channels shall be maintained in their present location and no construction shall be made to interfere with the natural flow of water within these channels. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

10. 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 other lots in said addition.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings may be used on any lot as a residence, either temporarily or permanently.

12. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot or one (1) sign of not more than five (5) square feet advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any dwelling house.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats and other household pets; provided that they are not kept, bred or maintained for commercial purposes; and provided further, that the owners of any lots in said addition may keep one horse or one cow for each fifty thousand (50,000) square feet of property owned. Shelters conforming with the construction and architecture of the residence may be provided on lots where such animals are kept.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall lots be used for storage of automobiles,

FAP/jk 6-6-75

trailers or any other unsightly object. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. All sewage disposal systems shall be constructed and equipped in accordance with the standards and recommendations of the Oklahoma State Department of Health.

16. The undersigned owners further dedicate to the public use forever, the easements and rights-of-way as shown and designated on said recorded plat for the several purposes of constructing, maintaining, operating, repairing, and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines, transformers, gas lines and water lines, together with all fittings and equipment for each of said facilities and for any other appurtenances thereto, with the right of egress and ingress upon said easements and rights-of-way for the use and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat.

17. Developer desires that the supply of electricity throughout said Addition be provided to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, Developer agrees to include the following provisions in the Deed of Dedication, creating said plat and resubdivision, to wit:

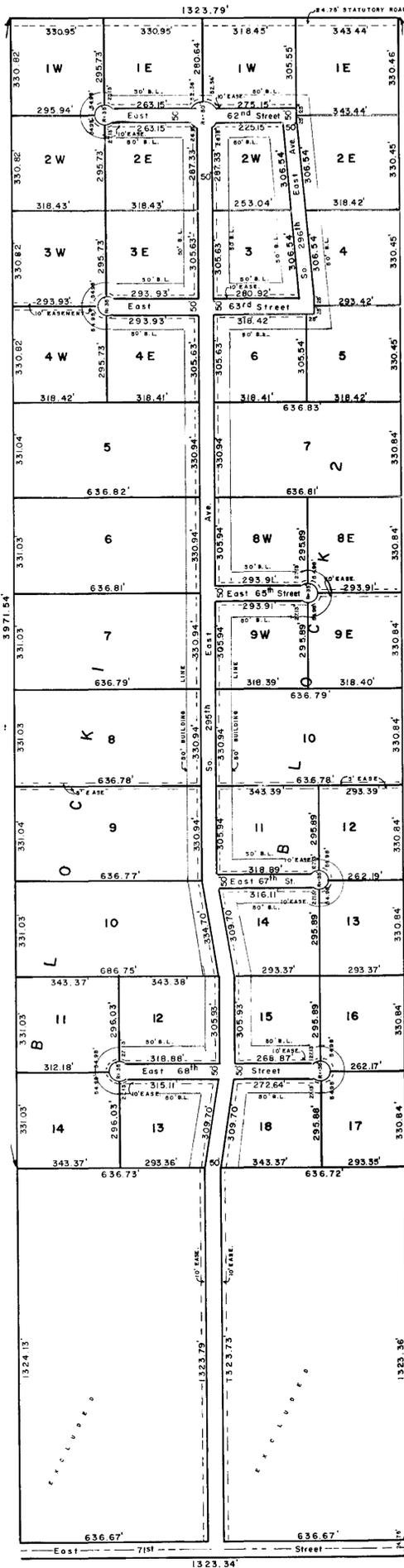
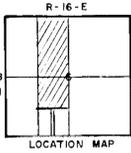
(a) Overhead pole lines for the supply of electric service may be located along easements on the East side of said addition, and between Lots 8 and 9, Block 1, and Lots 10, 11 and 12, Block 2. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition. All supply lines shall 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.

(b) Except to houses on lots described in Paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may 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 a 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 of said house.

(c) The supplier of electric service, through its proper agents and employees shall at all times have 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 facilities so installed by it.

(d) 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. The company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(3) The foregoing covenants concerning underground facilities shall be



acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written. J. Kelley, Notary Public

My Commission Expires 9-21-75

STATE OF COLORADO ss. County of Arapahoe

Before me, the undersigned, a Notary Public within and for the State of Colorado, on this 20th day of July, 1975, personally appeared Ray H. Tuell and Kathleen V. Tuell, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written. U.M. Sped, Notary Public

My Commission Expires July 5, 1977

CERTIFICATE OF SURVEY Bill Cox, Jr., of Bixby, Oklahoma, hereby certifies that he has, at the instance of the Owners designated above, made the above described survey, and that the accompanying Plat is a true and correct representation of said survey.

STATE OF OKLAHOMA ss. County of Tulsa

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 20th day of July, 1975, personally appeared Bill Cox, Jr. 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 for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written. J. Kelley, Notary Public

My Commission Expires 9-21-75

The Oklahoma State Department of Health certifies that this plat is in accordance with the requirements of the Oklahoma State Department of Health. Date 7-14-75

Handwritten notes and signatures: J. Kelley, Notary Public, My Commission Expires 9-21-75, Bill Cox, Jr., Registered Land Surveyor, Oklahoma State Department of Health, Wagoner County, Oklahoma, 7-14-1975