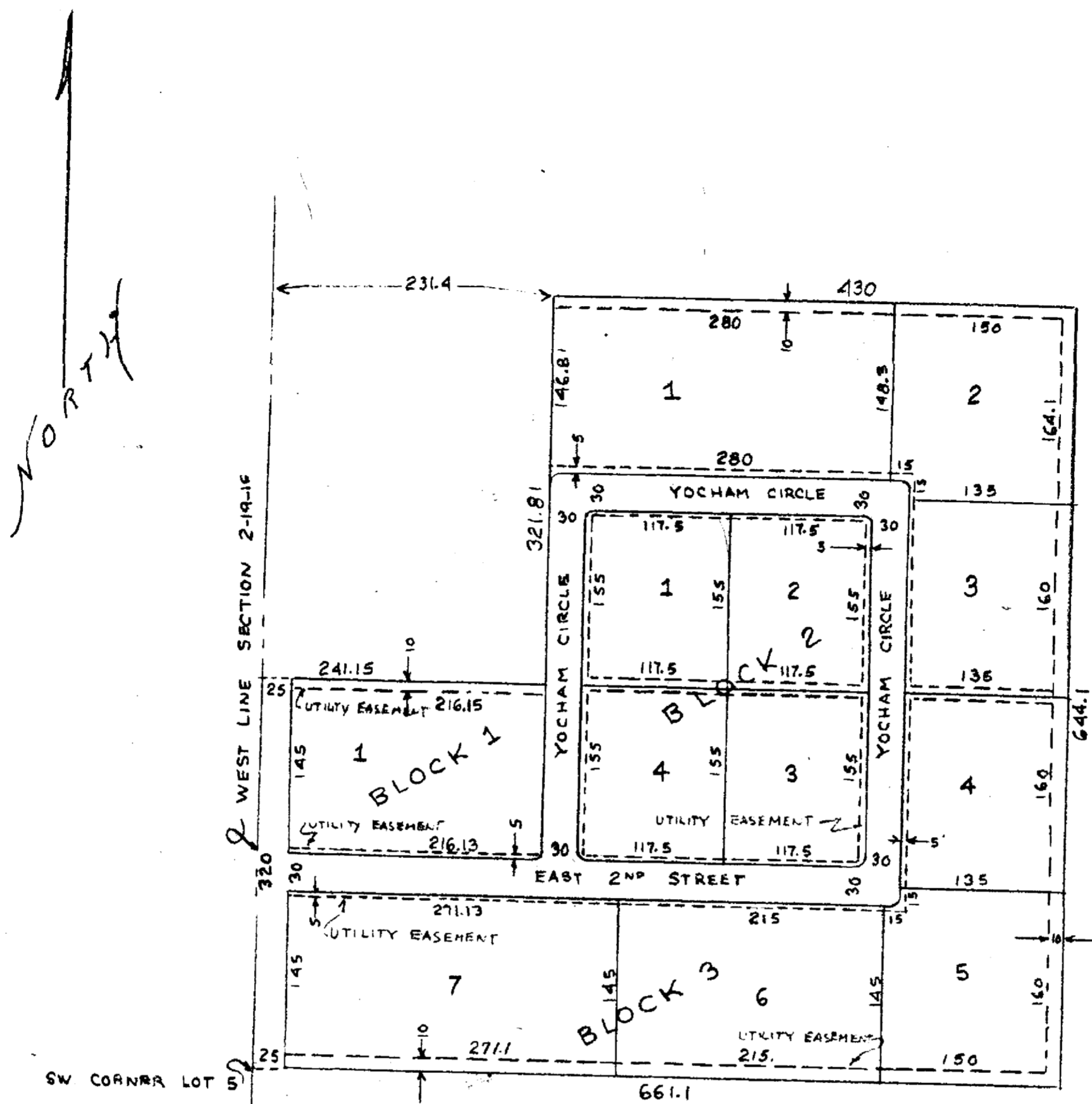


# YUCHAM ACRES

SUBDIVISION TO WAGONER COUNTY

PART OF LOT 5, SECTION 2, TOWNSHIP 19 NORTH, RANGE 15 EAST



STATE OF OKLAHOMA  
 COUNTY OF WAGONER )  
 Filed for Record in this Office of the  
 COUNTY CLERK AND RECORDED  
 Plat Book 4 Page 18  
 MAR 10 1970  
 AT 11:30 O'CLOCK  
 JACK C. JONES, County Clerk  
 By *[Signature]*

Known all Men by Presents;  
 That V. V. Yocham and Beatrice G. Yocham, husband and wife, are the Owners of that land described as "a tract of land beginning at the SW corner of Lot 5, Section 2, Township 19 North, Range 15 East, Wagoner County, Oklahoma, thence East 661.1 feet, thence North 644.1 feet, thence West 430 feet, thence South 321.81 feet, thence West 241.15 feet, thence South 320 feet to the point of beginning", that they hereby certify that they have caused the same to be surveyed into lots in conformity to the attached plat designating the same as YUCHAM ACRES addition to County of Wagoner, Oklahoma and does hereby dedicate for Public use all street easements and utility easements as shown on said plat.

**Restriction and Limitations**

1. These covenants are to run with the land and shall be binding upon all parties or persons claiming under them until January 1, 1990, at which time the said covenants shall be automatically extended for the successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the provisions herein, it shall be lawful for any person or persons owning any real estate in said 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 prevent them or him from doing, or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants, conditions or restrictions shall in no way effect any one of the other provisions which shall remain in full force and effect.
4. All lots platted in said subdivision shall be known and described as residential lots and no structure shall be erected on any lot other than a detached, single-family dwelling not to exceed two (2) stories in height with not more than a two-car garage. No dwelling shall be erected on any lot in said tract in which the ground floor area of the main structure, exclusive of open porches and garages is less than 1,700 square feet.
5. No residential structure shall be erected or placed on any plat in said tract which is less than the original size of the platted lot. No lot can be subdivided into smaller lots.
6. No residential structure shall be erected or located less than twenty feet from any boundary.
7. No trailer, basement, tent, shack, garage, barn or other out-buildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any other building shall be constructed on any other property or at any other place and moved onto the property herein concerned and all structures placed upon this property must be constructed and built in place and upon lot where they are located. Except, however, that when a house is being built and during construction and only during construction a house trailer, factory manufacture or construction may be used as a residence by any person or persons who acquire a lot in said subdivision for a period not to exceed twelve (12) months from and after the date of the acquisition of such lot.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may come to be an annoyance or nuisance to the neighborhood.
9. No sheep, goats, or swine shall be maintained on any lot.
10. All outbuildings, other than the house and/or garage must be of masonry construction.

Dated this 4th day of March, 1970

*[Signature]*  
 V. V. Yocham  
*[Signature]*  
 Beatrice G. Yocham

State of Oklahoma  
 County of Wagoner ) ss

Before me, the undersigned, a Notary Public in and for the said County and State, on the 4th day of March, 1970 personally appeared V. V. Yocham and Beatrice G. Yocham, husband and wife, to me known to be the identical persons who executed the within foregoing instrument and acknowledged to me that they executed the same as their 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 October 24, 1972

*[Signature]*  
 Notary Public

I, John F. Sheridan, a registered Land Surveyor and the duly elected Surveyor of Wagoner County, State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my present knowledge.

*[Signature]*  
 John F. Sheridan  
 Wagoner County Surveyor

I, Eric P. Miller, County Treasurer of Wagoner County do hereby certify that 1969 taxes and back taxes have been paid on the above description.

*[Signature]*  
 Eric P. Miller

Dated - March 10, 1970