

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Plat Book 5 Page 28
Records of County Clerk

PLAT

Filed July 24, 1972
at 1:00 p.m.

DEED OF DEDICATION
OF
BIXHOMA LAKE ESTATES

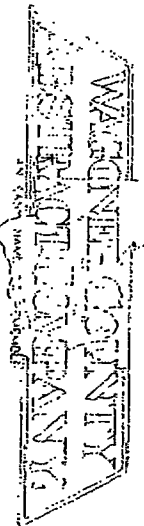
A Subdivision of Lots One (1) and Two (2) or North Half of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section Three (3), Township Sixteen (16) North, Range Fourteen (14) East of the Indian Base and Meridian, LESS the South Five Hundred (500) feet of the East Half (E $\frac{1}{2}$) of Lot One (1), Wagoner County, State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That we, EVERETT LEON BAKER AND WANDA LEE BAKER, husband and wife are the owners of the following described real estate, to-wit:

Lots One (1) and Two (2) or North Half of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section Three (3), Township Sixteen (16) North, Range Fourteen (14) East of the Indian Base and Meridian, LESS the South Five Hundred (500) feet of the East Half (E $\frac{1}{2}$) of Lot (1), Wagoner County, Oklahoma.

That we have caused the same to be surveyed, staked and platted into Lots, Blocks and Streets, have caused the same to be named and designated as "BIXHOMA LAKE ESTATES", a subdivision in the County of Wagoner, Oklahoma, according to the Recorded Plat thereof, that we hereby dedicate for Public Use, wherever the Streets and Avenues are shown on the above plat, and do hereby guarantee clear title to all land 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 ourselves and our successors in title, to the subdivision of said tract, hereinafter referred to as Lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere;



RESTRICTIVE COVENANTS

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 Thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (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.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All Lots in the Subdivision except Lot One (1), Block One (1), which shall be Commercial, 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 plot other than a single family dwelling, and a private garage or carport with storage facilities for at least two cars, which shall be attached to the residence. At least Fifty (50) percent Masonry must be visible at front of house if on an inside lot; and Fifty (50) percent Masonry on side of house visible from street side if house on a corner lot.
2. A barn or storage building may be erected on back half of inside lot or on inside half of back half of a corner lot, and must be maintained and kept clean and orderly condition.
3. No building shall be located nearer to the front lot line, nor nearer to the rear lot line, nor nearer to the side street line than the building lines shown on the recorded plat. No building shall be located nearer than Twenty (20) feet to any side lot line nor near than Ten (10) feet from rear line, unless owner builds one single-family residence on Two (2) lots in which case the two lots become as one lot, and cannot be divided at a later date.
4. No more than one (1) single-family residence shall be erected on any Lot now platted.

~~RESTRICTIVE COVENANTS~~

5. No business or trade shall be conducted on any residential lot, nor shall any noxious activity 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.
6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this Subdivision 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.
7. No dwelling shall be erected on any Lot in the Subdivision with less than 1500 square feet of floor space including masonry, exclusive of open porches and garages.
8. No livestock, pigs, swine or poultry shall be raised, kept or bred on any Lot, except that Two (2) cows or Two (2) horses, dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Cows and horses must be fenced in.
9. No sign of any kind can be displayed to the public view on any residential lot except one professional 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.
10. No structure previously used shall be moved on to any Lot, nor shall any used material except brick be used on any Dwelling.
11. All individual sewage disposal systems shall be constructed and equipped in accordance with the standards and recommendations of the Oklahoma State Department of Health. All systems must have a minimum of Three Hundred (300) lineal feet of field tile.

The undersigned Owners further dedicate to the Public Use forever the easements and rights of way as shown and designated on the plat for the several purposes of construction, maintaining, operating, repairing, removing, replacing any and all public utilities including the storm and sanitary sewers, telephone lines, electric power lines and 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 rights-of-way 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 OWNERS hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the rights of ingress and egress for such construction and 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, and to any other areas.

WITNESS our hands this 20th day of July 1972.

Everett Leon Baker
Wanda Lee Baker

Acknowledged in statutory form by Everett Leon Baker and Wanda Lee Baker, husband and wife on July 20, 1972, before Bert Reid Jr., Notary Public in and for Tulsa County, Oklahoma (Seal) Commission expires September 3, 1972.

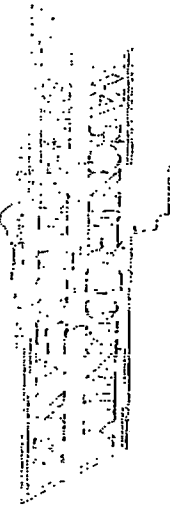
I, Bill Cox, Jr. of Tulsa County, State of Oklahoma, and a professional Surveyor, do hereby certify that I have made a survey of the above described property to-wit:

(Seal)

Bill Cox, Jr.
Registered Land
Surveyor #625

I, Ruby M. Roberts, Wagoner County Treasurer, certify that according to the 1971 Tax Roll the taxes are paid on the above description.

Ruby M. Roberts
County Treasurer



STATE OF OKLAHOMA
 WAGONER COUNTY
 JERRY FIELDS
 COUNTY CLERK

1892 MAY 27 AM 9:36

BK 814 pg 203

DIXHOMA LAKE ESTATES
SMITH & SEAY PROPERTIES

4242

MAY 20, 1992

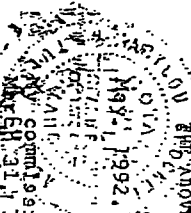
FIRST AMENDMENT TO THE RESTRICTIVE COVENANTS TO THE DIXHOMA LAKE ESTATES.
 ARTICLE 1 - ELIMINATE "EXCEPT LOT ONE (1), BLOCK ONE (1), WHICH SHALL BE
 COMMERCIAL."
 ARTICLE 7 - AMENDED 1500 SQUARE FEET TO 1200 SQUARE FEET.

R. J. Smith
 R. J. SMITH

Jack R. Seay
 JACK R. SEAY

Bob Vaughn
 BOB VAUGHN

THE ABOVE OWNERS REPRESENTS THE MAJORITY OF OWNERSHIP IN THE ABOVE ESTATES.
 SUBSCRIBED AND SWORN to before me this 26th day of



Madison Barber
 Notary Public

Commission expires:
 MAY 1, 1992
 WAGONER COUNTY COMMISSIONERS
 WAGONER COUNTY CLERK
 WAGONER COUNTY ABSTRACT COMPANY
 R. J. SMITH
 JACK R. SEAY
 BOB VAUGHN
 CITY OF BIXBY

