

OWNERS' CERTIFICATE
OF DEED OF DEDICATION AND BILL OF ASSURANCE

ARROWHEAD ACRES
THIRD & FOURTH ADDITIONS
A Subdivision of Washington County,
Oklahoma

FEB 11 1960
E. C. CREV
Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Robert J. Illeman and Daphne C. Illeman, husband and wife, residents of the State of Oklahoma and owners of the fee simple title in and to a certain tract of land known and described as:

West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-six (26) North, Range Thirteen (13) East, Washington County, Oklahoma, more particularly described as follows:

Beginning at a cross chiseled in the center of the pavement on U.S. Highway No. 60, a distance of 1651.06' East of the Northwest corner of said section 22, thence South 0°02' East 1320.10' to an iron pin; thence West 330.46' to an iron pin; thence North 0°02' West 1320.00' to a cross chiseled in the center of the pavement on U.S. Highway, No. 60; thence East 330.20' to place of beginning.

and have caused the same to be surveyed, staked, and platted into lots, blocks, and streets designating the same as ARROWHEAD ACRES, THIRD & FOURTH ADDITIONS.

WHEREAS the above-named owners being desirous of maintaining conformity in the improvements and providing protection for the future owners in the above-named addition, and further provide for necessary streets and other conveniences, hereby dedicate for the public use all streets and easements as shown on said plat, and impose the following restrictions and reservations on all of ARROWHEAD ACRES THIRD & FOURTH ADDITIONS to which it shall be incumbent upon their successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners either directly or through any subsequent transfer or in any manner whatsoever of all or any portion of said tract hereinafter referred to as lots, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

I.

All lots in the tract shall be known, described, and used as residential lots only. Only one (1) single-family detached residence, to be limited to one (1) story, 1 $\frac{1}{2}$ stories, 2 stories or split level, a servant's quarters not to exceed 300 square feet, and a private garage for not more than 3 cars, shall ever be constructed or erected on any of the lots. No house, garage or other building shall be moved into this subdivision.

II.

No building shall be located nearer to the front lot line than the building set back line shown on the recorded plat. No building shall be located on any lot nearer than 30 feet to the front line or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to any inside lot line. No dwelling shall be located on any inside lot nearer than 25 feet to the rear lot line. For the purposes of this convenate, eaves, steps and porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

III.

No single-family residential building may be constructed on any lot unless the ground floor area of said single-family residence, exclusive of open porches, breezeways and attached garages be not less than twelve hundred and fifty (1250) square feet. The existing house on Lot 4, Block 7, is hereby excepted from this restriction.

IV

Prior to October 8, 1984, no building shall be erected, placed or altered on any building plot in the addition until the building plans, specifications and plot plan showing the location of such building shall have been approved by said owners or their representative as to conformity and harmony of external design and materials with other structures in the addition.

V.

Each residence shall be constructed of brick, brick veneer, stone or stone veneer (concrete blocks not acceptable) with wood siding permitted in porch areas, carports, and gables. Wood siding permitted on upper level only of split-level and two story houses. The existing house on Lot 4, Block 7 is hereby excepted from this restriction.

VI.

No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

VII.

No trailer, basement, tent, shack, garage, barn or other out-building shall at any time be placed on any lot without the consent of said owners or their representative.

VIII.

All cows, horses, ponies, rabbits, goats, sheep, mules, hogs, pigs, chickens, or other fowl, are hereby prohibited and restricted from the use of any part of any lot or lots.

IX.

No noxious or offensive trade or activity shall ever be carried on upon any lot, nor shall anything ever be done thereon which will be or become an annoyance or nuisance to the neighborhood.

X.

No septic tank or subsurface sewage disposal system shall be constructed on any lot or tract in said subdivision unless the same be in substantial compliance with the specifications of the Bureau of Environmental Sanitation of the Oklahoma State Sanitation Department.

XI.

No billboard or advertising sign shall ever be erected, placed or maintained on any lot, except for the sole purpose of advertising the sale of the lot upon which the sign may be placed, and in no event shall said sign exceed 6 square feet in size.

XII.

A culvert shall be installed under each access driveway from street to garage and shall be a minimum of twelve (12) inches in diameter to insure proper drainage.

XIII.

These covenants are to run with the land and shall be binding on all of the parties and all persons claiming under them until October 8, 1984, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots, it is agreed to change the same covenants in whole or in part.

XIV.

If the parties hereto, or any of them, or their heirs or 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 property situated in said development or tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other dues for such violation.

XV.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 8th day of October, 1959.

Robert J. Illeman
Robert J. Illeman

Daphne C. Illeman
Daphne C. Illeman

STATE OF OKLAHOMA, County of Washington, ss:

Before me, a Notary Public, in and for said County and State, on this 8th day of October, 1959, personally appeared, ROBERT J. ILLEMAN and DAPHNE C. ILLEMAN, 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 act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission expires May 20, 1961

Lorina D. Kretz
Notary Public

