



OWNER'S CERTIFICATE OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS: That K. E. Helm - & Louise T. Helm, husband and wife and Haskell Roy Jones & Ila Fae Jones, husband and wife, are the owners of

A part of the Southeast Quarter of the Southwest Quarter in Section 2, Township 14 North, Range 14 East, in Tule County, Oklahoma, more particularly described as follows: Beginning at the Southeast corner of said SE 34, thence North a distance of 660' to the Northeast corner of the said SE 34; thence West along the North line of said SE 34 a distance of 150.00' to a point; thence North 85 degrees 35 minutes West a distance of 219.92' to a point; thence South 25 degrees 35 minutes West a distance of 120.11' to a point; thence North 50 degrees 8 minutes West a distance of 164.03' to a point; thence South 21 degrees 37 minutes West a distance of 217.13' to a point; thence West a distance of 399.35' to the Northeast corner of said SE 34; thence South along the West line of said SE 34 a distance of 450' to a point; thence East parallel to the South line of said Section a distance of 265' to a point; thence South a distance of 1056.0' to the point of beginning, according to the U.S.G.S. thereof.

Assumed the same to be surveyed, staked and plotted, and subdivided into lots, blocks and streets, and designated the same as KENWOOD ADDITION City of Broken Arrow, Tule County, Oklahoma.

BASEWEYER GRANT

Whereas being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential neighborhood, we hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the benefit of each and every person acquiring the title or any interest in any of said property, and any person accepting conveyance in, from, or from us or remotely from any of our grantees, shall take the same subject to such conditions, restrictions and protective covenants and any such conveyance, shall be deemed to have assented thereto, and shall be entitled to all the benefits, and to have assumed all the responsibilities of the same.

Covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until the date of the death of the last surviving owner of the land, at which time the same shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change same in whole or in part.

- 1- No parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating the same and either to prevent him or them from so doing or to recover damages or other relief for such violation.
- 2- Invalidation of any one of these covenants, restrictions or conditions shall in no wise 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 no structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height with not more than a two car garage.
- 4- No building shall be located nearer to the front line or nearer to the side street line than the building set back line on said lot. In any event, no building shall be located on any lot nearer than 32 feet to the front line nor nearer than 10 feet to any side street line; no building or detached garage or other out-building located 75 feet or more from the front line shall be located nearer than 5 feet to any side lot lines; porches nearer than 4 feet providing the distance between permanent structures is not less than 10 feet.
- 5- No residential structure shall hereafter be erected or placed on subdivision of any lot in said Addition.
- 6- No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 7- No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 8- No structure shall hereafter be moved onto any lot in the tract or addition.
- 9- All lots are intended for use by the Caucasian or American Indian races, and no race or nationality other than those for whom the premises are intended, shall use or occupy any building on any lot, except that this covenant, condition and restriction shall not prevent occupancy by domestic servants of a different race or nationality, employed by an owner or tenant.
- 10- No dwelling, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet in case of a one-story structure nor less than 500 square feet in the case of a one and a half story or two story structure.
- 11- Easements effecting all lots as shown on the attached plat are reserved for utility installation and maintenance.

DATED this 22nd day of June 1948

Haskell Roy Jones
Haskell Roy Jones

Louise T. Helm
Louise T. Helm

Ila Fae Jones
Ila Fae Jones

Subscribed, acknowledged, a Notary Public within and for said County and State on this 22nd day of June 1948, personally appeared K. E. Helm, husband and wife, and Haskell Roy Jones, husband and wife, who are known to me the identical persons who executed the foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes aforesaid.

and seal this 22nd day of June, 1948.

Notary Public

SURVEYOR'S CERTIFICATE

I, Arford Conway, the undersigned, a competent surveyor of Tule, Oklahoma, have accurately surveyed, plotted, and subdivided the streets the tract of land described in the 'Deed of Dedication' and known as Kenwood Addition to the City of Broken Arrow, Tule County, Oklahoma, and certify that the same is a true and correct plat of the same.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public within and for the said County and State, on this 18th day of June, 1948, appeared Arford Conway as his free and voluntary act and deed for the uses and purposes aforesaid.

WITNESS my hand and seal this 18th day of June, 1948

My commission expires January 23, 1950.

Arford Conway
Arford Conway
Notary Public

PLAT NO. 1411
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