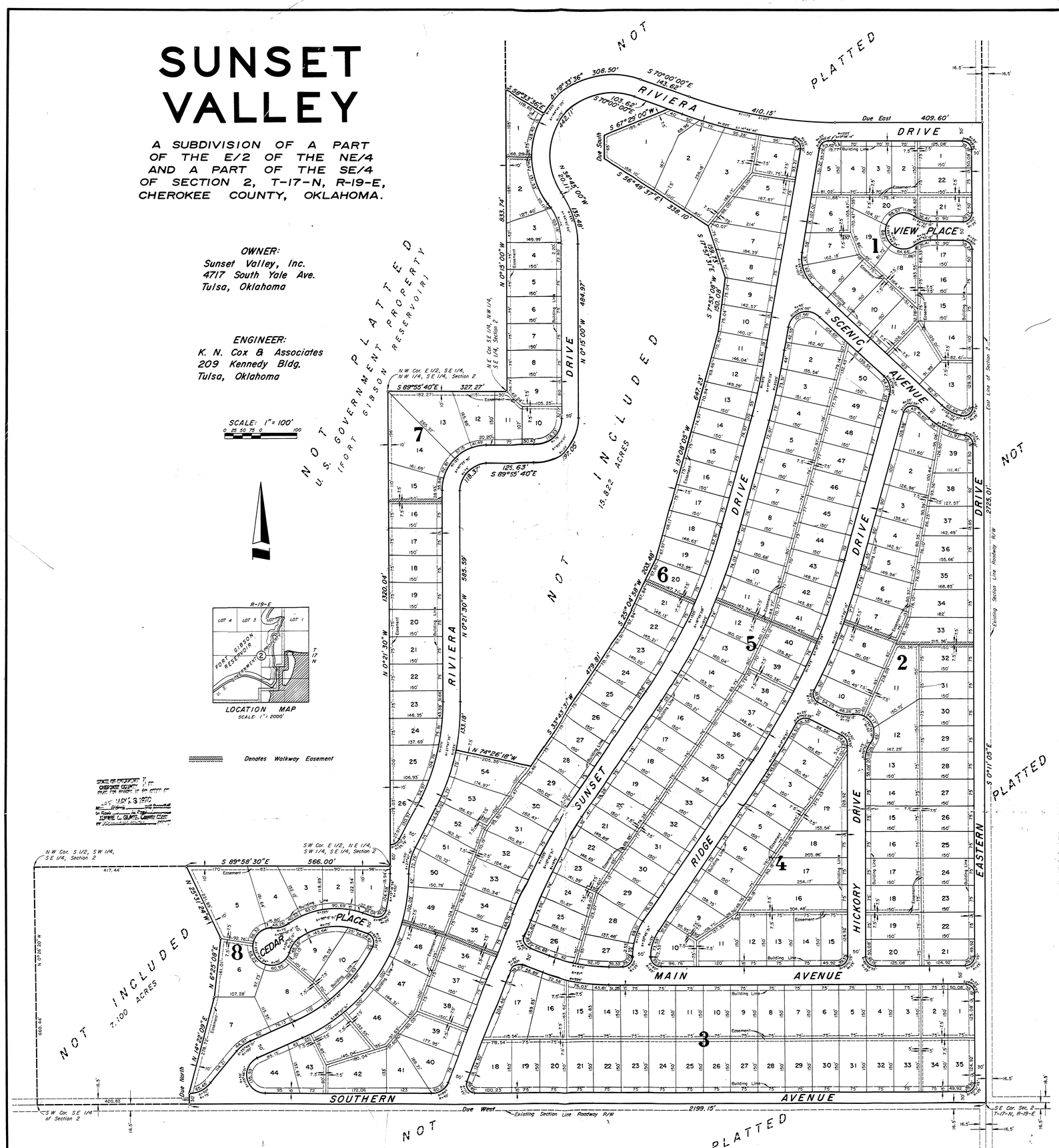
SUNSET VALLEY

A SUBDIVISION OF A PART OF THE E/2 OF THE NE/4 AND A PART OF THE SE/4 OF SECTION 2, T-17-N, R-19-E, CHEROKEE COUNTY, OKLAHOMA.

OWNER:
Sunset Valley, Inc.
4717 South Yale Ave.
Tulsa, Oklahoma

ENGINEER:
K. N. Cox & Associates
209 Kennedy Bldg.
Tulsa, Oklahoma

SCALE: 1" = 100'
0 25 50 75 0 100



STATE OF OKLAHOMA } SS.
CHEROKEE COUNTY }
Filed for Record in the office of
9:25 MAY 18 1970
Book 2-25 Page 1-2
Fee $ 10.00
Fee $ 2.00
Fee $ 1.00
Total $ 13.00
Fee $ 0.50
JOANNE L. GLASS, County Clerk
By Deputy

INDEX

DEED OF DEDICATION
FOR
SUNSET VALLEY

KNOW ALL MEN BY THESE PRESENTS:

THAT SUNSET VALLEY, INC., an Oklahoma Corporation, is the OWNER of a part of the East Half (E/2) of the Northeast Quarter (NE/4) and a part of the Southeast Quarter (SE/4) of Section 2, Township 17 North, Range 19 East of the Indian Base and Meridian in Cherokee County, Oklahoma, more particularly described as follows:

Beginning at the Southeast Corner of said Section 2; thence Due West along the South Line thereof for a distance of 2,199.15 feet; thence Due North for a distance of 30 feet; thence North 14°22'09" East for a distance of 278.72 feet; thence North 6°25'08" East for a distance of 161.01 feet; thence North 25°31'24" West for a distance of 221.89 feet to a point on the North Line of the South Half (S/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of said Section 2; thence South 89°58'30" East along said North Line for a distance of 566.00 feet to the Southwest Corner of the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of said Section 2; thence North 0°21'30" West for a distance of 1,320.04 feet to the Northwest Corner of the East Half (E/2) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of said Section 2; thence South 89°55'40" East for a distance of 327.27 feet to the Northeast Corner of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of said Section 2; thence North 0°15'00" West along the West Line of the East Half (E/2) of the Southeast Quarter (SE/4) of said Section 2 and along the West Line of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of said Section 2 for a distance of 833.74 feet; thence South 56°33'36" East for a distance of 119.65 feet; thence along a curve to the Right, said curve having a radius of 225 feet and a central angle of 78°33'36" for a distance of 308.50 feet to a point of tangency; thence South 70°00'00" East for a distance of 143.62 feet to a point of curve; thence along a curve to the Left, said curve having a radius of 1,175 feet and a central angle of 20°00'00" for a distance of 410.15 feet to a point of tangency; thence Due East for a distance of 409.60 feet to a point on the East Line of said Section 2; thence South 0°11'05" East along said East Line for a distance of 2,725.01 feet to the point of Beginning.

Less and Except the following described tract of land.

Commencing at the Northeast Corner of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of said Section 2; thence North 0°15'00" West along the West Line of the East Half (E/2) of the Southeast Quarter (SE/4) of said Section 2 for a distance of 36.74 feet; thence North 89°45'00" East for a distance of 150.00 feet; thence South 0°15'00" East for a distance of 112.17 feet; thence North 89°45'00" East for a distance of 50.00 feet to the point of Beginning; thence North 0°15'00" West for a distance of 484.97 feet to a point of curve; thence along a curve to the Left, said curve having a radius of 225 feet and a central angle of 34°30'00" for a distance of 135.48 feet to a point of tangency; thence North 34°45'00" West for a distance of 20.11 feet to a point of curve; thence along a curve to the Right, said curve having a radius of 175 feet and a central angle of 144°45'00" for a distance of 442.11 feet to a point of tangency; thence South 70°00'00" East for a distance of 103.62 feet; thence South 67°29'00" West for a distance of 189.47 feet; thence Due South for a distance of 65.00 feet; thence South 56°49'37" East for a distance of 338.10 feet; thence South 17°53'31" East for a distance of 159.73 feet; thence South 7°53'08" West for a distance of 150.08 feet; thence South 15°08'05" West for a distance of 647.23 feet; thence South 25°04'58" West for a distance of 203.48 feet; thence South 33°43'31" West for a distance of 479.81 feet; thence North 74°26'18" West for a distance of 205.35 feet; thence Northerly on a curve to the Left, said curve having a radius of 625 feet and a central angle of 12°12'31" for a distance of 133.18 feet to a point of tangency; thence North 0°21'30" West for a distance of 585.59 feet to a point of curve; thence along a curve to the Right, said curve having a radius of 75 feet and a central angle of 90°25'50" for a distance of 118.37 feet to a point of tangency; thence South 89°55'40" East for a distance of 125.63 feet to a point of curve; thence along a curve to the Left, said curve having a radius of 125 feet and a central angle of 90°19'20" for a distance of 197.05 feet to the point of Beginning.

The first tract herein above described contains 106.204 Acres, the "Less and Except" tract contains 15.822 Acres, leaving a net platted area of 90.382 Acres more or less.

AND the above named OWNER has caused the same to be surveyed, platted and staked into Lots, Blocks and Streets in conformity with the plat at left which it hereby adopts as the plat of the above described land under the name of "SUNSET VALLEY", an addition in Cherokee County, Oklahoma.

AND, the undersigned OWNER hereby dedicates for public use all streets and public places shown on said plat, and does further dedicate for public use forever the easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including 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, including the poles, wires, conduits, pipes, valves, meters 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 OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other areas.

For the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned OWNER, its successors or assigns, entitled to said lots or any of them, does hereby impose the following restrictions, limitations, and reservations which shall be binding upon all lot purchasers, owners, their successors or assigns. These covenants shall remain in effect until June 1, 1990, after which time the same shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots, counting each lot as one vote, agreeing to change such covenants in whole or in part, is placed of record. 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 subdivision to prosecute any proceeding at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to secure damages or other dues for such violations. 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.

PROTECTIVE COVENANTS AND RESTRICTIONS

A. No building shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than 5 feet to any side lot line; in the event there is common ownership of two adjoining lots side by side such restriction relating to the location of a structure within 5 feet of any side lot line shall not be applicable to that lot line that divides the adjoining lots commonly owned.

B. No fence or obstruction shall be erected or constructed within or across the easements designated on the plat as "Walkway Easement".

C. No exterior surface of a building, fence, wall or structure shall be constructed or maintained of corregated metal siding; all exterior surfaces of buildings, fences, walls or other structures shall be painted or stained except for brick, natural stone or pre-colored concrete masonry surfaces.

D. No building, fence, wall or structure shall be erected or constructed on any lot unless and until the plans, specifications, plot plans and external design have first been approved in writing by the undersigned OWNER, or by its nominee (or nominees) designated by the undersigned OWNER. If such proposed construction is not disapproved within 30 days of the submission thereof, such shall be deemed to have been approved. Construction, once commenced, shall be completed to the point that the structure is completely enclosed including one coat of exterior paint within one year from such commencement.

E. All buildings, fences, walls or structures shall be erected and constructed in compliance with the protective covenants and restrictions contained herein, and in general conformity with the immediate neighborhood where such construction is to take place.

F. Mobile homes shall be located only on those lots in Block 8 of the subdivision.

G. No animals, including fowls, shall at any time be raised, bred or kept on any lot, except that not more than two each of any common household pet (that are not used, bred or maintained for any commercial purpose) may be kept. Swine, cattle, horses, sheep, goats or any animal or fowl normally found in the wild state, are not considered as common household pets. All household pets must be kept fenced or tied up.

H. No privies will be permitted on any lot in this Addition. No tent shall be erected or permanently used on any lot in this Addition. Septic tanks and/or other sewage disposal systems must be constructed and maintained in accordance with the latest standards and specifications of the Oklahoma State Department of Health and the Cherokee County Health Department. Burning of trash in prohibited unless done in an incinerator.

I. No noxious activity shall 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. All property must be kept clean and free of any rubbish and trash. No machinery or vehicle of any kind in a non-operative condition shall be permitted upon any lot. Violation of any item in this covenant may, at the option of OWNER or of other persons owning real property situated in said development, result in the removal of said offensive item, with the cost of said removal being assessed against the offender. Discharging of firearms is prohibited. The OWNER, or its successor in interest, reserves the right to maintain a temporary office on any lot owned by it individually, as joint owners, or as Trustee, for the purpose of selling any lot so owned by it, or its successor, in any such capacity.

J. No lot shall be subdivided into two or more parcels, nor shall any transfer or attempted transfer be made of any portion of a lot less than a whole lot as set forth in the said Plat; however, the provisions of this restriction and protective covenant shall not be applicable to Block 8.

IN WITNESS WHEREOF, SUNSET VALLEY, INC., an Oklahoma Corporation, has caused its name to be affixed by WILLIAM H. KEASLER, SR., its President, at Tulsa, Oklahoma this ____ day of _____, 1970.

SUNSET VALLEY, INC.

William H. Keasler Sr.
WILLIAM H. KEASLER, SR., President

ATTEST:

Rebecca Keasler
REBECCA KEASLER, Secretary

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of May, 1970 personally appeared WILLIAM H. KEASLER, SR., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

Gerhard Wunsch
NOTARY PUBLIC

My Commission Expires: April 26 1971

CERTIFICATE OF SURVEY

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the Owner designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 15th day of May, 1970.

K. N. COX & ASSOCIATED, ENGINEERS

By K. N. Cox
K. N. Cox, Registered Professional Engineer

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of May, 1970, personally appeared K. N. Cox, 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 and as the free and voluntary act and deed of K. N. COX & ASSOCIATES, ENGINEERS, for the uses and purposes therein set forth.

Joanna K. Hickory
NOTARY PUBLIC

My Commission Expires: September 19, 1970