35A
Unit 4
Keystone West

#2277

STATE OF OKLAHOMA
COUNTY OF PAWNEE, S.S.
FILED FOR RECORD
OCT 12 1965
at 12:00 o'clock P.M.
RECORDED IN BOOK ____
OF ____ PAGE ____
GLADYS SCOTT, County Clerk
By ____ Deputy

NOTE: See Incorporation, Filed 10-19-1965, Book 64 Page 187
NOTE: See Ordinance #1, Filed 4-6-1966, Book 67 Page 505
Note: See Restrictive Covenants filed 3-19-2003 - Book 548 Page 754
Waterline Easements Bk 164 Pg 269

1. Membership of all Property Owners in KEYSTONE WEST LAKE ESTATES Property Owners Association is required as a prerequisite to land ownership.

2. All lots shall be used solely for residential purposes, except lots designated for business purposes provided, however, no business shall be conducted on any of these lots which is noxious or harmful by reason of emission of odor, dust, smoke, gas fumes, noise or vibration.

3. Lots designated as business may be used either for residential or business purposes provided, however, that if used for a business the nature and purpose of the business use and building plans, etc., shall first be approved in writing by Seller, its successors, assigns or designees. No lot may be re-subdivided unless written approval is given by the Seller, its assigns or designees.

4. No building other than a single family residence containing not less than 1500 square feet, exclusive of open porches, breezeways, carports and garages shall be erected or constructed on any residential lot in Keystone West Lake Estates, and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved on to the property. Servant quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

5. No improvements shall be erected or constructed on any lot in Keystone West Lake Estates nearer than 30 feet to the front property line nor nearer than 10 feet to the side property line.

6. Motels and tourist courts shall be deemed to be a business use.

7. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller or by such nominees as it may designate in writing.

8. No advertising or "For Sale" signs shall be erected on Keystone West Lake Estates without written approval of Seller.

9. No building, fence or wooden structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. Brick or stone structures, not requiring painting, must be approved in writing by Seller or such Nominee it may designate in writing. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank of at least 750 gallons and having at least 225 feet of laterals and shall comply with the laws and regulations of the State and Local Departments of Health.

10. An assessment of $2.00 per month per lot, (which may be paid monthly, semiannually, or annually), shall run against each lot in said subdivision for the maintenance of the park, beach area, boat facilities, and operating costs according to the rules and regulations of Seller. The decision of the Seller, its nominee or assignee with respect to the use and expenditure of such funds shall be conclusive and the Purchaser shall have no rights to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each lot respectively, and shall be payable to the Seller at P.O. Box 32, Cleveland, Oklahoma on the 1st day of June of each year, commencing June 1, 1966, or to such other persons as Seller may designate by instrument filed of record in the office of the County Clerk of Pawnee County, Oklahoma. The title in fee simple to land designated as parks, beach area, and boat facilities, etc., is to be retained by the Seller, its successors or assigns, and the Purchaser, his heirs, successors, executors, administrators or assigns, further agrees that the use of the park, beach area, and boat facilities, etc., is subject to the approval of the user by the Seller, its successors, or assigns, rules or regulations now in force, or which may from time to time be made by the Seller, its successors or assigns and shall be binding upon the Purchaser, his successors or assigns.

11. All approved property owners of Keystone West Lake Estates and their families shall have ingress and egress to the lake, park, beach area, and boat facilities, etc., subject to rules and regulations of Seller, its successors, or assigns, but all others must have written approval of said Seller. The lake, park, beach area and boat facilities, etc., shall be available for use to approved property owners, their families and those having written approval at their own risk, and said use is also subject to the rules and regulations as set forth by the Army Corps of Engineers, etc.

12. No noxious, offensive, unlawful or immoral use shall be made of the premises.

13. All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs, and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.

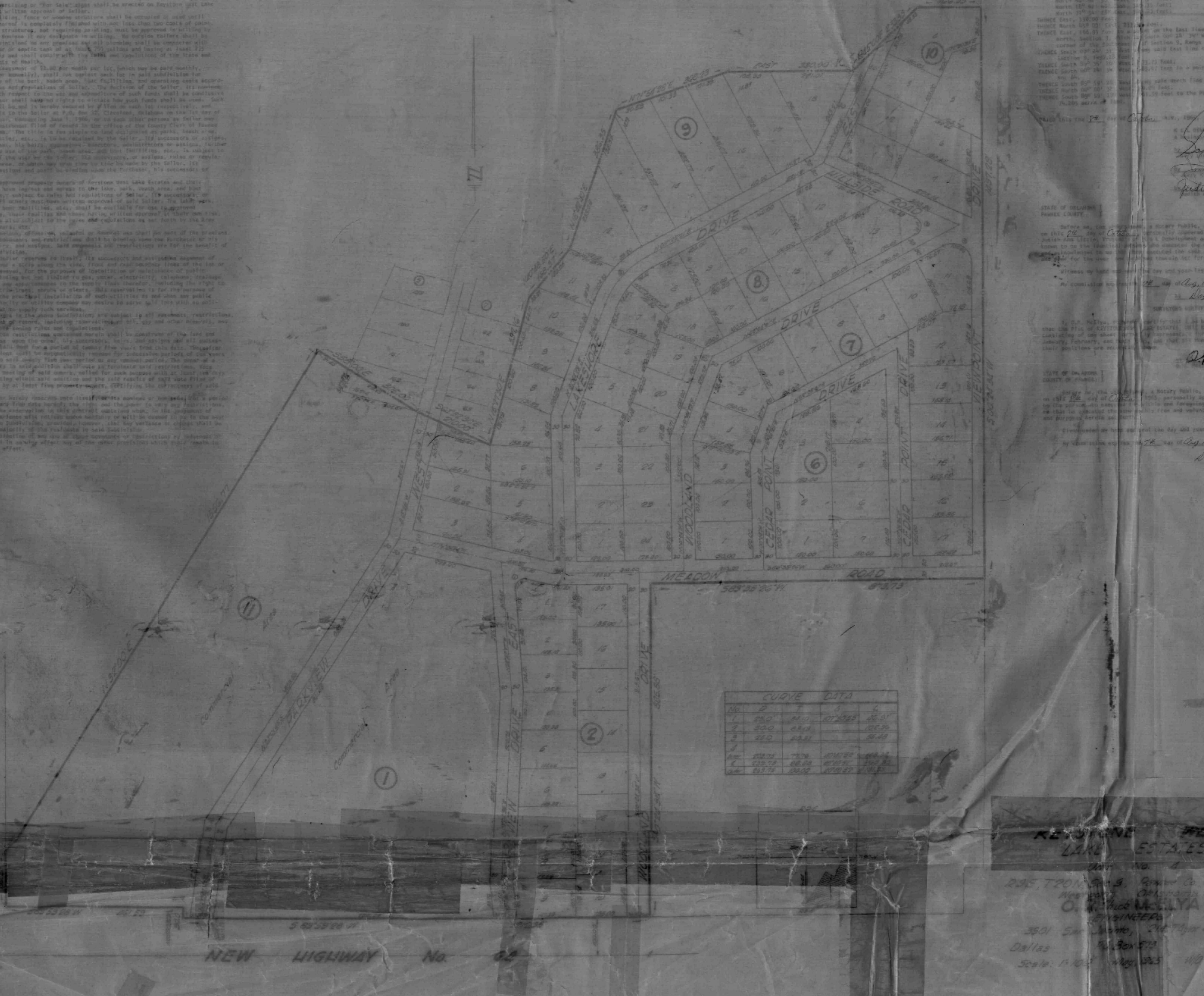
14. The Seller reserves to itself, its successors and assigns an easement of right-of-way over a strip along the side, front and rear boundary lines of the lot or lots hereby conveyed, for the purposes of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenances to the supply lines therefor, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

15. Any lots in the above Subdivision are subject to all easements, restrictions, and reservations of record, including reservations of oil, gas and other minerals, and to any applicable zoning rules and regulations.

16. All the restrictions contained herein shall be construed of the land and shall be binding upon the owner, his successors, heirs, and assigns and all subsequent owners of said land for a period of twenty five years from this date. Thereafter these restrictions shall be automatically renewed for successive periods of ten years unless prior to said twenty five year period or any renewal period, the owner of a majority of lots in said addition shall vote to terminate said restrictions. Vote shall be had at a meeting of said owners, called for such purpose with at least ten days notice, by posting within said addition and the said results of said vote filed of record, signed by at least five property owners, certifying the correctness of said vote.

17. Seller hereby reserves unto itself, or its nominee or nominees, for a period of five (5) years from date hereof, the right and the power to vary any restrictions, covenant and the reservation in this contract contained when, in the judgment of Seller, such variance will relieve undue hardship or will be deemed to be in the best interest of the Subdivision, provided, however, that any variance or change shall be approved by a majority of the residents in said Subdivision.

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



CURVE	DATA			
No.	R	T	Δ	L
1	25.0'	34.10	107°20'53"	46.91'
2	50.0	63.19		102.96
3	25.0	32.31		56.48
4				
[illegible]	208.75	72.76	40°10'52"	146.36
℄	233.75	86.28	40°10'51"	163.89
[illegible]	263.75	100.00	40°10'52"	181.85

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That Jerry Kingery, Judith Ann Little, and Gary Little, Trustees of K & L Development and Investment Company, a Business Trust, do hereby certify that we are the owners of all the land included in the plat and that we have caused the same to be surveyed and platted into Lots, Blocks, Streets and Easements as shown on the plat, which said plat represents a correct survey of all property included therein, and which said Plat is hereby adopted as the Plat of the said land under the name of "KEYSTONE WEST LAKE ESTATES, UNIT NO. 4", described as follows:

BEING a tract of land situated in the town of Westport, Oklahoma, out of Range 9 East, Township 20 North, Section 9, Pawnee County, Oklahoma, and being more particularly described as follows:

BEGINNING at a point on the East line of Old Highway No. 64 at its intersection with the North line of New Highway No. 64, said point being 130.00 feet North and 59.59 feet East of the Southwest corner of the Southeast 1/4 of Range 9 East, Township 20 North, Section 9;
THENCE North 00° 15' 30" East along said East line of Old Highway No. 64, 154.39 feet to the most Southerly corner of Keystone West Lake Estates, Unit No. 1;
THENCE North 32° 00' East along the Southeasterly boundary line of Keystone West Lake Estates, Unit No. 1, 1584.77 feet;
THENCE South 58° 00' East, 405.00 feet;
THENCE South 64° 32' 30" East, 310.00 feet;
THENCE along the Easterly boundary of Keystone West Lake Estates, Unit No. 1 as follows:
North 15° 27' 30" East, [illegible].16 feet;
North 40° 00' 50" East, [illegible].37 feet;
North 18° 48' 40" East, [illegible].35 feet;
North 71° 54' 28" East, [illegible] feet;
THENCE East, 330.00 feet;
THENCE North 45° 00' East, 233.[illegible] feet;
THENCE East, 166.83 feet to a point on the East line of Range 9 East, Township 20 North, Section 9, which is South 00° 25' 34" West, 141.08 feet from the Northeast corner of the Southeast 1/4 of Section 9, Range 9 East, Township 20 North;
THENCE South 00° 24' 34" West along said East line of Range 9 East, Township 20 North, Section 9, 1499.28 feet;
THENCE South 89° 35' 26" West, 873.73 feet;
THENCE South 00° 24' 34" West, [illegible].47 feet to a point on the North line of the Highway No. 64;
THENCE South 89° 59' 28" West along said North line of New Highway No. 64, 1216.35 feet;
THENCE North 00° 00' 32" West, [illegible].09 feet;
THENCE South 89° 59' 13" West, [illegible]1.59 feet to the PLACE OF BEGINNING and containing 74.205 acres of land.

DATED this the 7th day of October A.D., 1965.

K & L DEVELOPMENT & INVESTMENT COMPANY
A Business Trust

By Gary Little
Gary Little, Trustee

By Jerry Kingery
Jerry Kingery, Trustee

By Judith Ann Little
Judith Ann Little, Trustee

STATE OF OKLAHOMA]
PAWNEE COUNTY]

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of October, personally appeared, Gary Little, Jerry Kingery and Judith Ann Little, Trustees of K & L Development and Investment Company, 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 seal the day and year last above written.

My commission expires the 7th day of Aug. 1968

By Doyle Davis

SURVEYORS CERTIFICATE

I, O.R. McElya, do hereby certify that I am by profession a land surveyor and that the Plat of KEYSTONE WEST LAKE ESTATES, UNIT NO. 4, Pawnee County, Oklahoma, and consisting of one sheet correctly represents a survey made under my supervision in January, February, and March 1965, and that all monuments shown actually exist and their positions are accurately shown.

By O.R. McElya
O.R. McElya

STATE OF OKLAHOMA]
COUNTY OF PAWNEE]

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of October, 1965, personally appeared O.R. McElya, known to me to be the 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 for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

My commission expires the 7th day of Aug. 1968

Doyle Davis