

RESTRICTIONS

OWNER'S CERTIFICATE

- Membership of all Property Owners in KEYSTONE WEST LAKE ESTATES Property Owners Association is required as a prerequisite to Land Ownership.
- 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.
- 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 assignees or designees.
- 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.
- 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.
- Motels and tourist courts shall be deemed to be a business use.
- 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 nominee as it may designate in writing.
- No advertising or "For Sale" signs shall be erected on Keystone West Lake Estates without written approval of Seller.
- 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, the 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 275 feet of laterals and shall comply with the rules and regulations of the State and Local Departments of Health.
- An assessment of \$2.00 per month per lot, (which may be paid monthly, semi-annually, 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 rules and regulations of Seller. The decision of the Seller, its nominee or consignee 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, 1964, 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.
- 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.
- No noxious, offensive, unlawful or immoral use shall be made of the premises.
- 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.
- 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 purpose 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.
- All 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.
- 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 successor 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 owners of a majority of lots in said subdivision 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.
- 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.
- 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.

KNOW ALL MEN BY THESE PRESENT:

That Jerry Kingery, Judith Ann Little, and Gary Little, Trustees of K.S.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 3" described as follows:

BEING a tract of land situated in Range 9 East, Township 20 North, Section 9, Pawnee County, Oklahoma and being more particularly described as follows: BEGINNING at the Northwest corner of Section 9, Range 9 East, Township 20 North, a U.S. Corps of Engineers concrete monument.

THENCE South 61° 10' East, 784.48 feet;
 THENCE South 71° 48' East, 1028.64 feet;
 THENCE South 45° 00' East, 200.00 feet;
 THENCE South 05° 43' East, 327.43 feet;
 THENCE South 33° 41' West, 150.00 feet;
 THENCE South 21° 16' 09" East, 127.14 feet;
 THENCE along the Northwestern line of said Keystone West Lake Estates, Unit 1 as follows:
 South 34° 03' 30" West 347.72 feet;
 South 21° 56' 40" West 25.24 feet to the West corner of Keystone West Lake Estates, Unit 1, a point on the Northeast line of Old Highway 64,
 THENCE North 49° 47' West along said Northeast line of Old Highway 64, 1393.10 feet to the beginning of a curve to the left,
 THENCE Northwesterly continuing along said Northeast line of Old Highway 64, a curve to the left having a radius of 917.25 feet, a central angle of 13° 03' 17", a tangent of 104.95 feet and a distance of 208.95 feet;
 THENCE North 00° 56' East, 1303.34 feet to the PLACE OF BEGINNING and containing acres of land in all.

DATED this 7th day of July 1964

K.S.L. DEVELOPMENT & INVESTMENT COMPANY, a Business Trust
 by Gary Little, Trustee
 by Jerry Kingery, Trustee
 by 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 July 1964, personally appeared, Gary Little, Jerry Kingery and Judith Ann Little, Trustees of K.S.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 day of _____, 1967
 My Commission Expires May 24, 1967
 Notary Public

STATE OF OKLAHOMA
 COUNTY OF PAWNEE, SS.
 FILED FOR RECORD
 JUL 7 1964
 AT 11:30 O'CLOCK
 RECORDED IN BOOK _____ PAGE 114
 BY _____ CLERK OF DISTRICT COURT

COUNTY TREASURER'S CERTIFICATE

I hereby certify that I have made a careful check of the Tax Roll of Pawnee County and to the best of my knowledge and belief there are no taxes due, delinquent, or unpaid on the above described property.

Signed: _____ County Treasurer

Subscribed and sworn to before me this _____ day of _____, 1964

Notary Public

My Commission expires:

SURVEYOR'S 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 3, Pawnee County, Oklahoma, and consisting of one sheet, correctly represents a survey made under my supervision in January, February, and March 1964, and that all the monuments shown actually exist and their positions are accurately shown.

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 the 7th day of July 1964, personally appeared O. R. McElya, known to me 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 for the uses and purposes therein set forth.

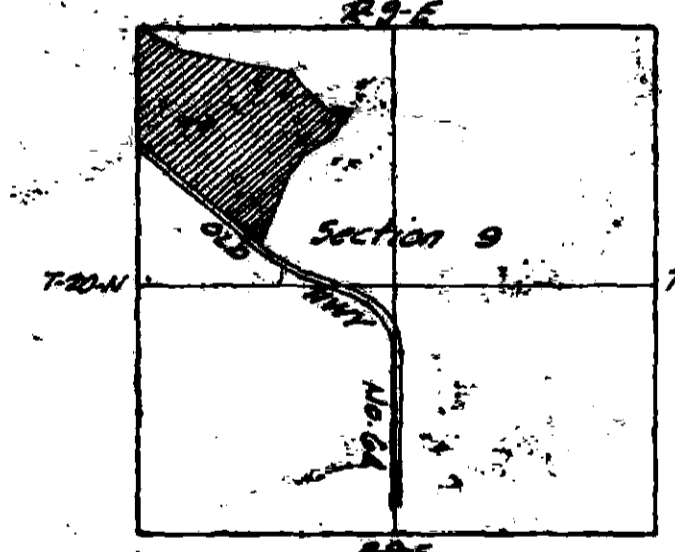
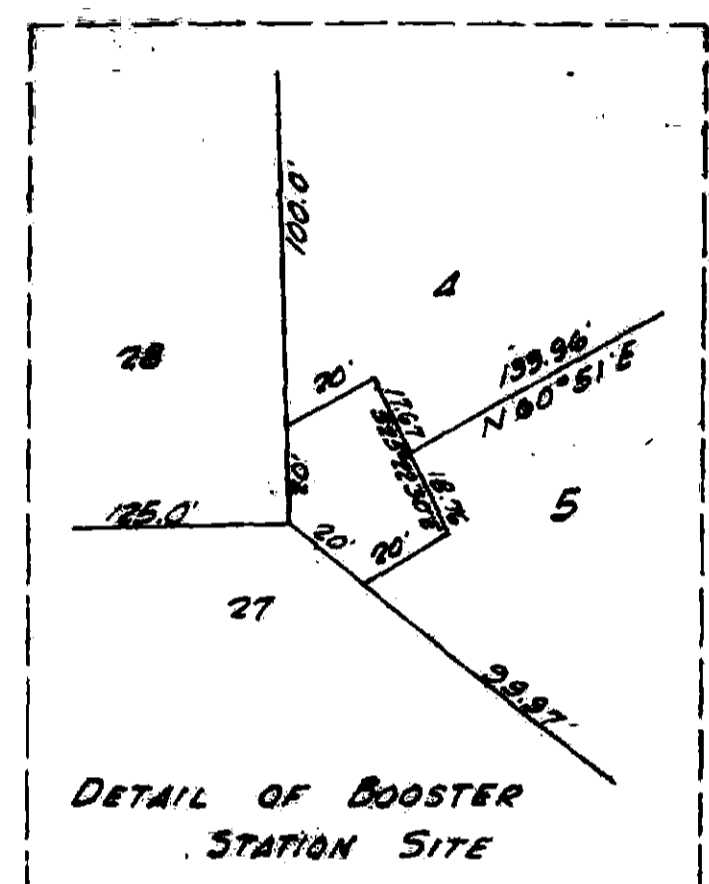
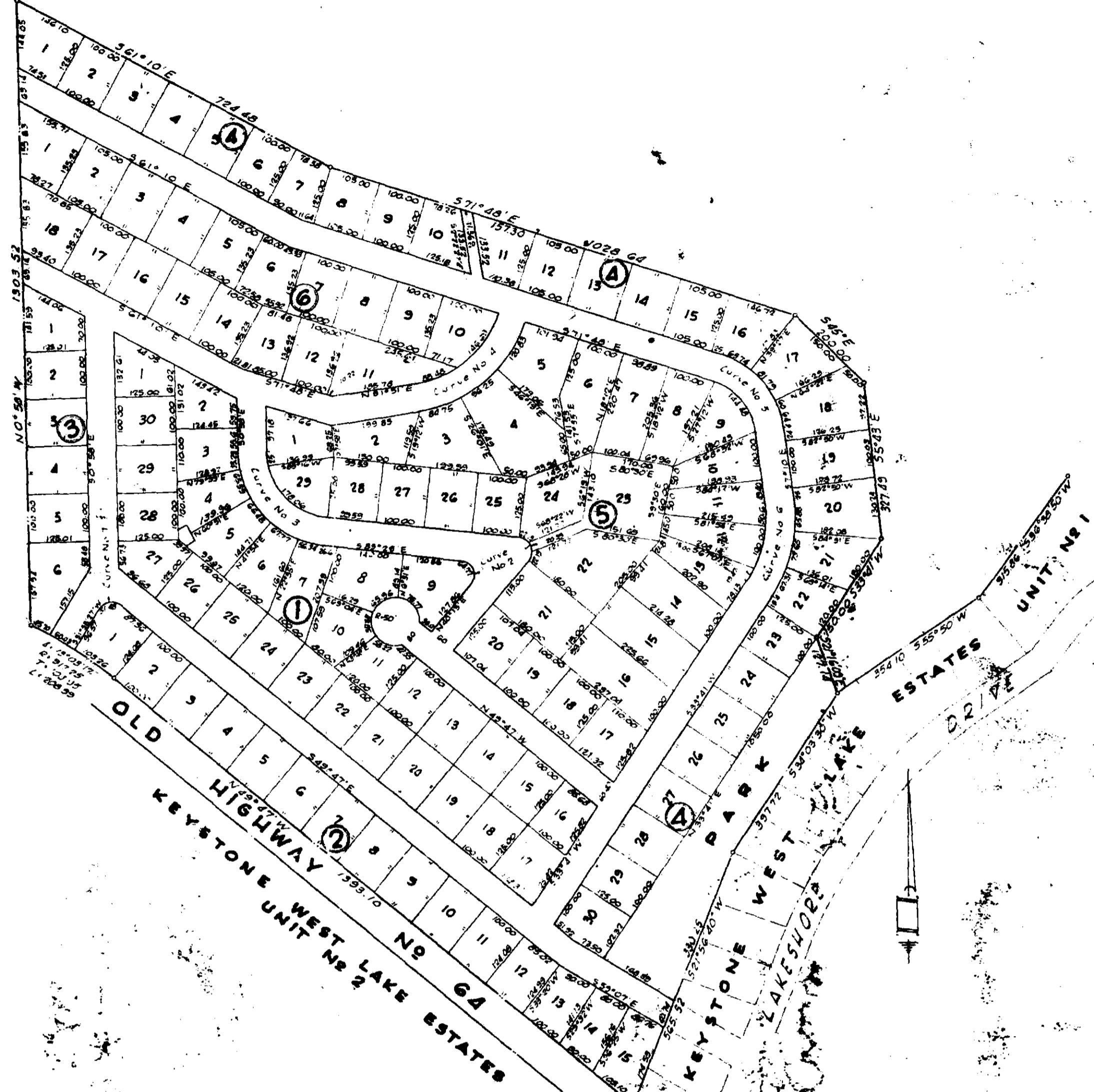
Given under my hand and seal the day and year last above written.
 My commission expires _____ day of _____, 1967

My Commission Expires May 24, 1967

Notary Public

Note: Restrictive Easements filed 7-17-2002-Book 548 Page 754

U.S. Corps of Engineers Concrete Monument, NW Corner of Section 9, R9E, T20N



No.	Δ	R	T	L	C
①	287°30'	30.00	34.71	51.48	45.33
②	125°42'	30.00	56.06	64.77	52.90
③	85°31'	140.99	123.68	203.05	185.39 Inner
		172.99	150.00	246.26	225.52 E
		222.89	176.32	289.46	268.09 Outer
④	63°39'	211.69	151.38	235.17	223.26 Inner
		241.69	150.00	268.49	254.90 E
		271.69	168.62	301.82	286.54 Outer
⑤	64°38'	128.08	81.02	144.48	136.94 Inner
		158.08	100.00	178.32	169.02 E
		188.08	118.38	212.17	201.09 Outer
⑥	40°51'	238.53	88.83	170.06	166.45 Inner
		268.53	100.00	191.45	187.42 E
		298.53	111.17	212.84	208.36 Outer

KEYSTONE WEST
 LAKE ESTATES
 Unit No. 3
 R9E, T20N, Sec. 9 Pawnee Co., Oklahoma
 O. R. Chick McELYA
 ENGINEERS
 3901 San Jacinto St. Dallas, Texas 214 Taylor A-4528
 P.O. Box 573
 Scale 1"=200' April, 1964 W/O 478-E

NOTE: See Incorporation, filed 10-19-1965, Book 64 Page 187
 NOTE: See Ordinance #6, filed 4-6-1966, Book 61 Page 505