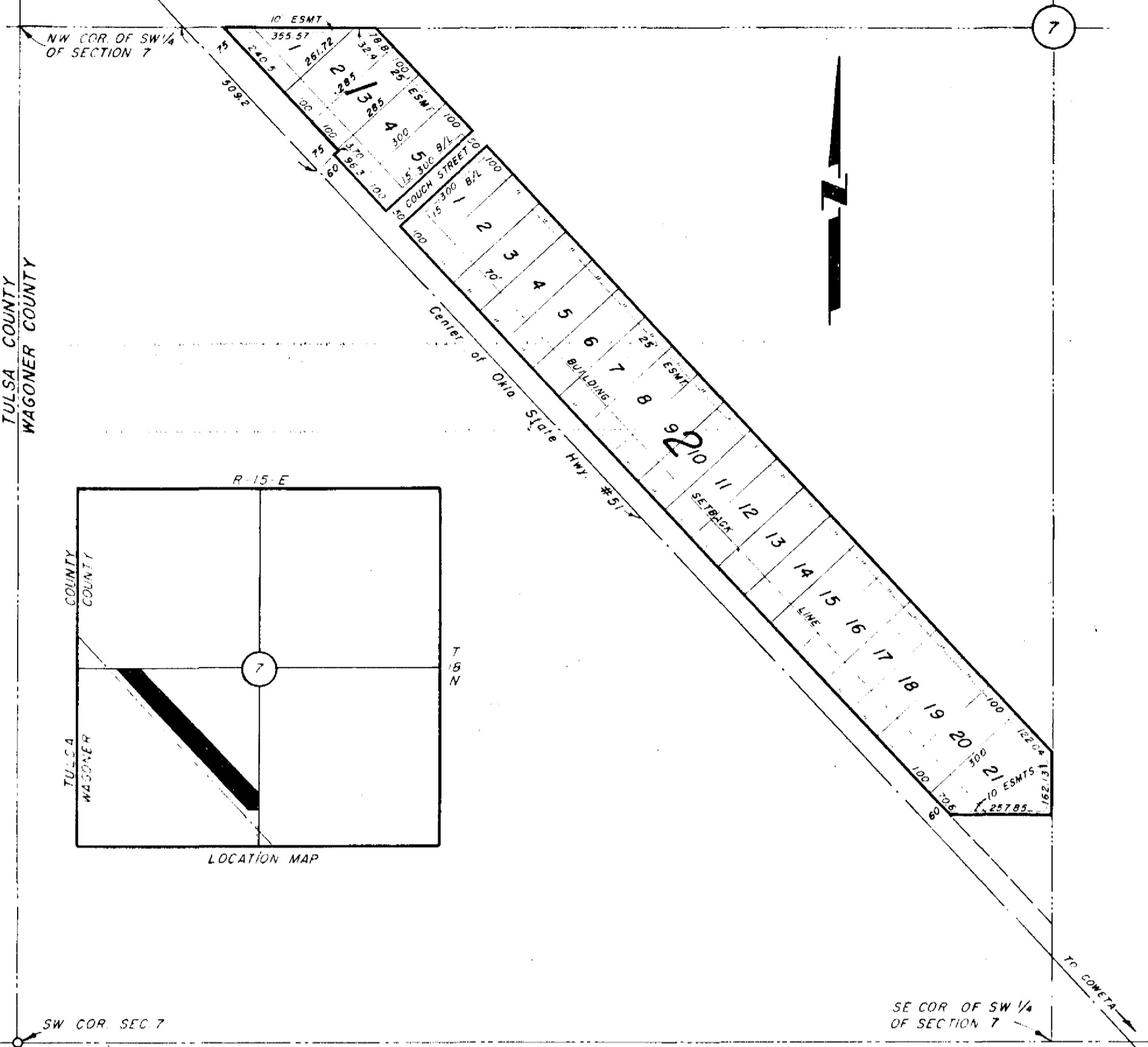


COUCH ADDITION

A SUBDIVISION OF A PART OF THE S W 1/4
OF SECTION 7, T-18-N, R-15-E

WAGONER COUNTY, OKLA.

600 450 300 0 300 600
1" = 300'



STATE OF OKLAHOMA)
COUNTY OF WAGONER) ss.
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED

FEB 5 1958

AT _____ O'Clock
JACK C. JONES, County Clerk
By _____

SISEMORE SURVEYING SERVICE
3611 S. HARVARD TULSA, OKLA. RI 7-0011

SURVEY BY: S.T. BOOK 115 PAGES 13
DRAWN BY: RV CKD. DATE 12-26-57
ORDER 5558 SHEET 1 OF 1
SCALE 1" = 300' FILE DWR SEC 5

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, C. W. Couch and Rotha O. Couch, husband and wife, are the owners of the following described real estate, situated in Wagoner County, State of Oklahoma, to wit:

A tract of land in the Southwest Quarter (SW/4) of Section 7, Township 18 North, Range 15 East, said tract being described as beginning at the point where the Northeastly right-of-way line of Oklahoma State Highway No. 51 intersects with the North line of said SW/4 of Section 7; thence Easterly along the North line of said SW/4 for 387.97 feet; thence Southeastly on a line that is parallel to and 360 feet Northeastly at right angles from the center line of said Highway No. 51 for 2550.84 feet to a point on the East line of said SW/4; thence Southerly along the East line of said SW/4 for 162.13 feet; thence Westerly parallel to the South line of said SW/4 for 257.85 feet to the Northeastly right-of-way line of said Highway 51; thence Northwesterly along said right-of-way line to the point of beginning, and

WHEREAS the above named owners have caused the above described tract to be surveyed, staked, platted and subdivided into lots and blocks, and streets, and have designated the same as "COUCH ADDITION" a sub-division of a part of the Southwest Quarter (SW/4) of Section 7, Township 18 North, Range 15 East, Wagoner County, Oklahoma.

NOW THEREFORE, the undersigned owners do hereby dedicate for public use all of the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets, and now for the purpose of providing an orderly development of the above described tract and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title, to the subdivision of said land, hereinafter referred to as lots and blocks, the undersigned do hereby impose the following restrictions and reservations and create easements which shall be binding upon them, their successors and assigns, to wit:

RESTRICTIONS

- No building shall be located on any lot nearer to the front line, nor nearer to the side street line than the minimum building setback lines which are shown by the plat, and in any event, no building shall be located on any lot nearer than five (5) feet to any side line or property line, and for the purpose of this covenant, open porches shall be considered a portion of a building.
- The Southerly 150 feet facing State Highway No. 51 shall be used for commercial purposes and all buildings constructed upon said Southerly 150 feet shall be of masonry construction, shall not have less than 1000 square feet on the ground floor, with the Southerly 25 feet of the first floor of any such building constructed upon the said Southerly 150 feet of any lot to be used for commercial purposes only and the residue of said building may be used for residential purposes.
- That the Northerly 150 feet of all lots in said addition except Lot 1 in Block 1 may be used for residential purposes and any residence constructed upon the Northerly 150 feet of any such lot shall not have less than 1000 square feet of floor space exclusive of garages, porches and breezeways, and shall not be built closer than 50 feet from the northerly line of any such lot, and any such residence shall be constructed of rock or brick on the front at least window height.
- That no lot or any part thereof shall be used for salvage yard, dance hall or trailer court, nor shall any beverage of alcoholic content of 3.2% or more be stored or sold upon any such lot or any part thereof, nor shall there be carried on any obnoxious or offensive trade or enterprise upon any lot or part thereof, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- That there shall not be kept upon said lots or any part thereof, any goats, sheep or commercial livestock or poultry, nor shall the boarding thereof be permitted upon said lots or any part thereof.
- No structure of a temporary character, basement, tent, shack, garage, barn or other out-building shall be used on any lot any time as a residence or for business purposes either temporarily or permanently.
- That no building of any description shall be moved from any other location to any lot in this addition.
- That the North 25 feet of the lots in said addition, except Lot 1 in Block 1, may be utilized for road purposes at any time an additional 25 feet is dedicated for road purposes adjoining said tract above described, on the North, thus creating a 50 foot roadway and establishing means of ingress and egress to and from the lots hereinabove mentioned on the Northerly line thereof.
- Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- No wall, hedge or other barrier with a height of more than 6 feet shall be erected on or placed on any lot, nor shall any wall, hedge or other barrier with a height of more than 3 feet be erected, or placed nearer to the street than the minimum setback line shown on the recorded plat.
- The undersigned owners further dedicate to the public forever, easements and right-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, water lines, streets and roads, together with all fittings and equipment for each of such facilities, including the poles, wire, conduits, pipes, valves, meters and any other appurtenances thereto belonging, with the right of ingress and egress upon said easement and right-of-way for the uses and purposes aforesaid, together with a similar right in each and all of the streets shown on said plat; provided however, that the undersigned owners hereby reserve the right, to construct, maintain, operate, lay and re-lay water lines, sewer lines, streets and roads, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all strips of land included within the easement shown thereon, both for the purpose of furnishing water and sewer service and/or street access to the area included in said plat and to any other area.
- That these covenants are to run with the land and shall be binding on all the parties and all the persons claiming under them until the 1st day of January, 1963, at which time said covenants shall be automatically extended for successive periods of five years, unless by vote of the majority of the owners of the lots in said subdivision, it is agreed to change the covenants in whole or in part.
- That if the parties hereto or any of them, or their heirs or assigns, or any persons hereafter owning any of said lots, shall violate any of the covenants, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing, or to recover damages or other dues from such violation.
- Invalidation of any 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of January, 1958.

C. W. Couch
C. W. Couch

Rotha O. Couch
Rotha O. Couch

STATE OF OKLAHOMA)
County of Wagoner) ss.

Before me, the undersigned, a Notary Public, within and for the State of Oklahoma, on this 31st day of January, 1958, personally appeared C. W. Couch and Rotha O. Couch, 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 acts and deeds for the uses and purposes therein set forth.

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

My Commission Expires:

December 21/1957

J. Kellen
Notary Public

SURVEYOR'S CERTIFICATE

I, the undersigned, H. B. Sisemore, owner of Sisemore Surveying Service, and a competent surveyor, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets, a part of the Southwest Quarter (SW/4) of Section 7, Township 18 North, Range 15 East, Wagoner County, Oklahoma, the same to be known as COUCH ADDITION, a subdivision of a part of the SW/4 of said Sec. 7, T 18 N, R 15 E, Wagoner County, Oklahoma, that iron pins are on all lot corners and that the attached plat is a true representation of said survey.

Witness my hand and seal this 29 day of January, 1958.

SISEMORE SURVEYING SERVICE

By H. B. Sisemore
H. B. Sisemore Owner

STATE OF OKLAHOMA)
County of Tulsa) ss.

Before me, the undersigned, a Notary Public within and for the State of Oklahoma, on this 29 day of January, 1958, personally appeared H. B. Sisemore, 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 for the uses and purposes therein set forth.

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

My Commission Expires:

12-4-1961

Francis M. Fields
Notary Public

CERTIFICATE

This is to certify that the tax records of the County Treasurer's Office of Wagoner County, Oklahoma, show no delinquent taxes on the real estate described in the above Certificate of Owners, and that sufficient surety bond has been deposited with the said County Treasurer's Office to cover the 1957 ad valorem taxes in compliance with Title 11, Section 514, O. S. A., 1911.

Dated this 4th day of February, 1958.

J. P. Hall
County Treasurer