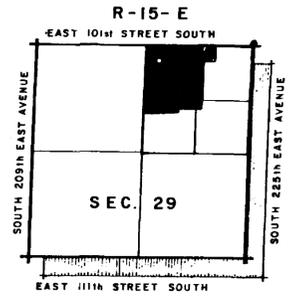


# COUNTRY LANE ESTATES



BLOCKS 1,2,3,4, & 5.

A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, OKLAHOMA

OWNER: COUNTRY LANE INC. BROKEN ARROW, OKLAHOMA

Plat No. 1-178  
 STATE OF OKLAHOMA  
 COUNTY OF WAGONER  
 Filed for Record in this Office of the  
 COUNTY CLERK AND RECORDS  
 DEC 6 1979  
 AT 10 O'CLOCK  
 JACK C. JONES, County Clerk  
 By *[Signature]*

OKLAHOMA STATE DEPARTMENT OF HEALTH CERTIFICATE

The Oklahoma State Department of Health certifies that this plat is approved for the construction of individual sewage disposal systems.

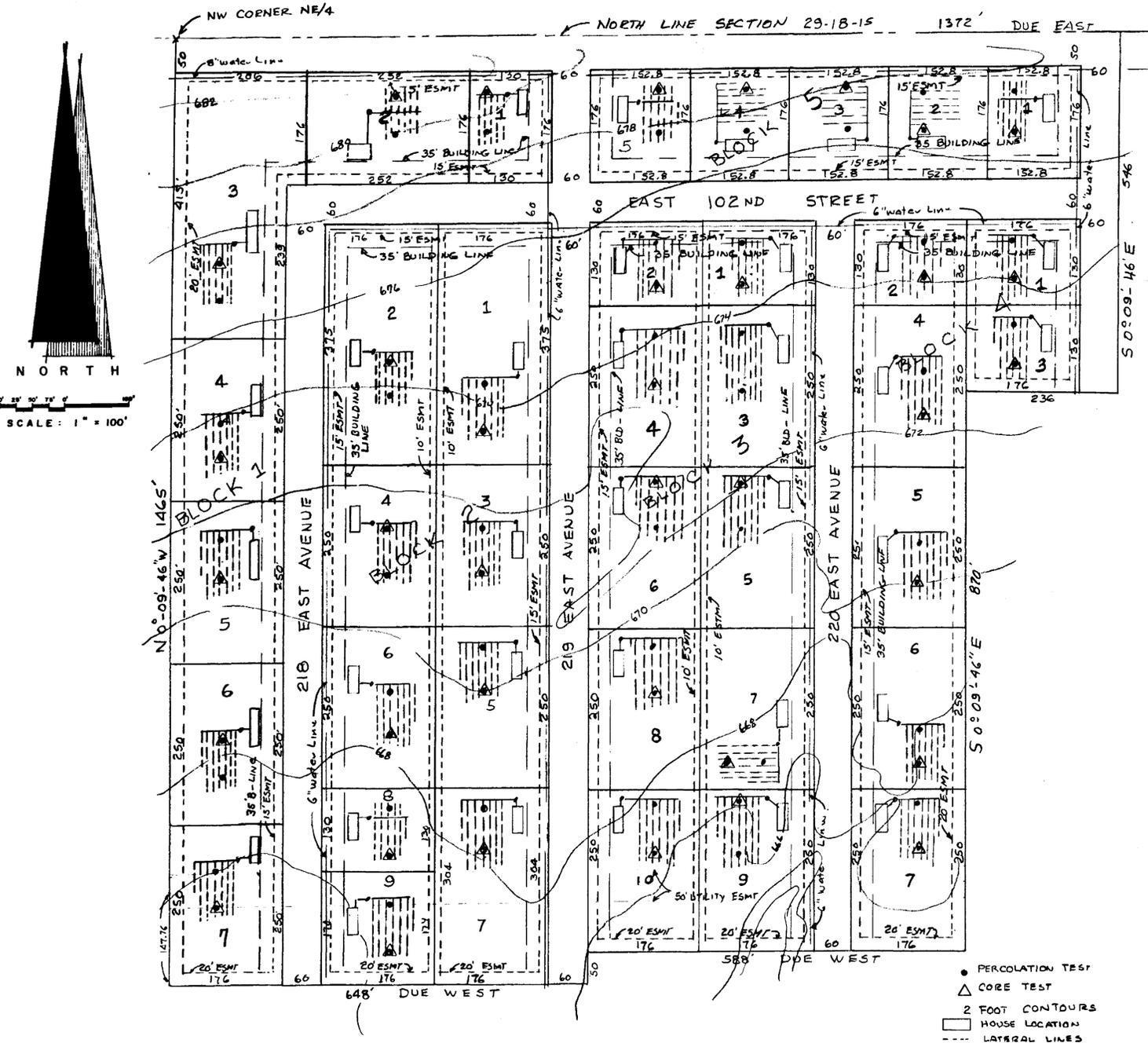
December 6, 1979 signed *[Signature]* WAGONER COUNTY HEALTH DEPARTMENT

CERTIFICATE OF COUNTY TREASURER

I hereby certify that the 1979 and all prior taxes have been paid on the described property according to the 1979 tax list.

11-6-79 DATE *[Signature]* WAGONER COUNTY TREASURER

DESCRIPTION: Beginning at the NW corner of NE/4 of Section 29, Township 18 North, Range 15 East, Wagoner County, Oklahoma; THENCE East along the North line of Section 29 a distance of 1372 feet, thence S 0°09'46" E a distance of 546 feet, thence West a distance of 236 feet, thence S 0°09'46" E a distance of 870 feet, thence West a distance of 588 feet, thence South 50 feet, thence West a distance of 648 feet, thence N 0°09'46" W a distance of 1465 feet to the point of beginning, containing 10.6 acres, more or less.



WHEREAS the above owner, being desirous of maintaining conformity of the improvements and providing protection for the future owners in the above described tract, has caused the same to be platted into lots, blocks and streets, and has designated the same as COUNTRY LANE ESTATES, an addition in Wagoner County, Oklahoma, and does hereby dedicate easements as shown on said plat, and impose the following restrictive covenants for the mutual benefit of themselves and their successors in title to all or any part or portion of said tract, hereinafter referred to as lots, and to create easements as hereinafter described.

- No lot shall be used except for single family residential purposes.
- All single family residences of one story in height shall have a minimum of 1400 square feet of living area. All single family residences of one and one half story or two story height, shall have a minimum of 1000 square feet on the first floor with a minimum of 1500 square feet on both floors. All square footage requirements are exclusive of garages and porches and are figured on measurements over masonry of the living area.
- No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line.
- Construction of new buildings only shall be permitted. It being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling same into a dwelling unit in this subdivision.
- No dwelling shall be erected or placed on any lot having a width or square foot area less than that shown on the recorded plat.
- Exposed exterior wall area, exclusive of doors, windows and gable area, shall be 50% masonry or masonry veneer. Masonry material shall be of quality and appearance equal or superior to the standard clay or shale common brick, color pigment Portland Cement brick or quarried stone. Exterior wall materials, exclusive of the required masonry area, shall be of standard construction material selected and designed to add to the architectural appearance of the building, and all structures shall have wood shingles.
- No fence shall be constructed or allowed to remain in front of the minimum building set back line.
- Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise property during the construction and sales period.
- All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and no structure of a permanent nature may be placed thereon.
- No oil drilling, oil development, or oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected maintained or permitted upon any lot.
- No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept and one horse may be kept on lots containing at least one acre or more, provided that none of the said pets or animals are kept, bred or maintained for any commercial purpose.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2 and 6 feet above the ground or roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.
- No individual water supply systems shall be permitted on any lot, except individual wells may be used for lawn or garden watering. Such wells must not be connected to public water lines or house service lines in any manner.
- (a) Overhead pole lines for the supply of electric services may be located as needed in the subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be underground, in the easement-ways reserved for general utility services and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

- Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective, and exclusive right of way easement on said lot covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
  - The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, repairing or replacing any portion of said underground electric facilities so installed by it.
  - The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
  - The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
  - Enforcements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
  - Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned owners further dedicate to the public use all easements and rights of way as shown and designated on the accompanying plat for the purposes of constructing, maintaining, operating, repairing or removing streets, sanitary sewers, gas lines, electric lines, telephone lines, water lines and drainage structures with right of ingress and egress into and upon said rights of way for the uses and purposes aforesaid, so long as the foregoing easements are used for public use.

IN WITNESS WHEREOF, said COUNTRY LANE INC., an Oklahoma Corporation, has caused these presents to be executed and its corporate seal to be hereunto affixed by its corporate officers hereunto duly authorized this 6 day of December, 1979, at Wagoner, Oklahoma.

COUNTRY LANE INC.  
 ATTEST:  
*[Signature]*  
 ALLEN D. NUTT SECRETARY  
 STATE OF OKLAHOMA }  
 COUNTY OF WAGONER }

Before me, the undersigned, a Notary Public in and for said county and state, on this 6 day of December 1979, personally appeared Robert L. Marler to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and as it's president 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.

My Commission expires May 24, 1981  
*[Signature]*  
 NOTARY PUBLIC

CERTIFICATE OF SURVEY  
 I, John F. Sheridan, the duly elected Surveyor of Wagoner County, State of Oklahoma and a Registered Land Surveyor in the State of Oklahoma have surveyed the above shown property and do here state that said survey is true and correct to the best of my current knowledge.

IN WITNESS WHEREOF: I have hereunto set my hand and official seal this 4th day of December, 1979.  
*[Signature]*  
 John F. Sheridan P. E., L. S., P. M.