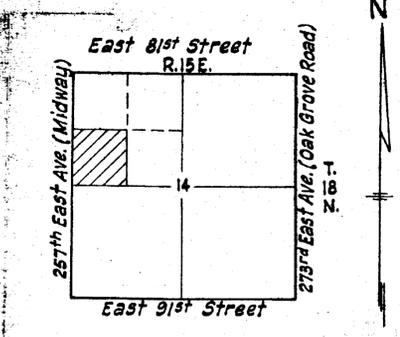
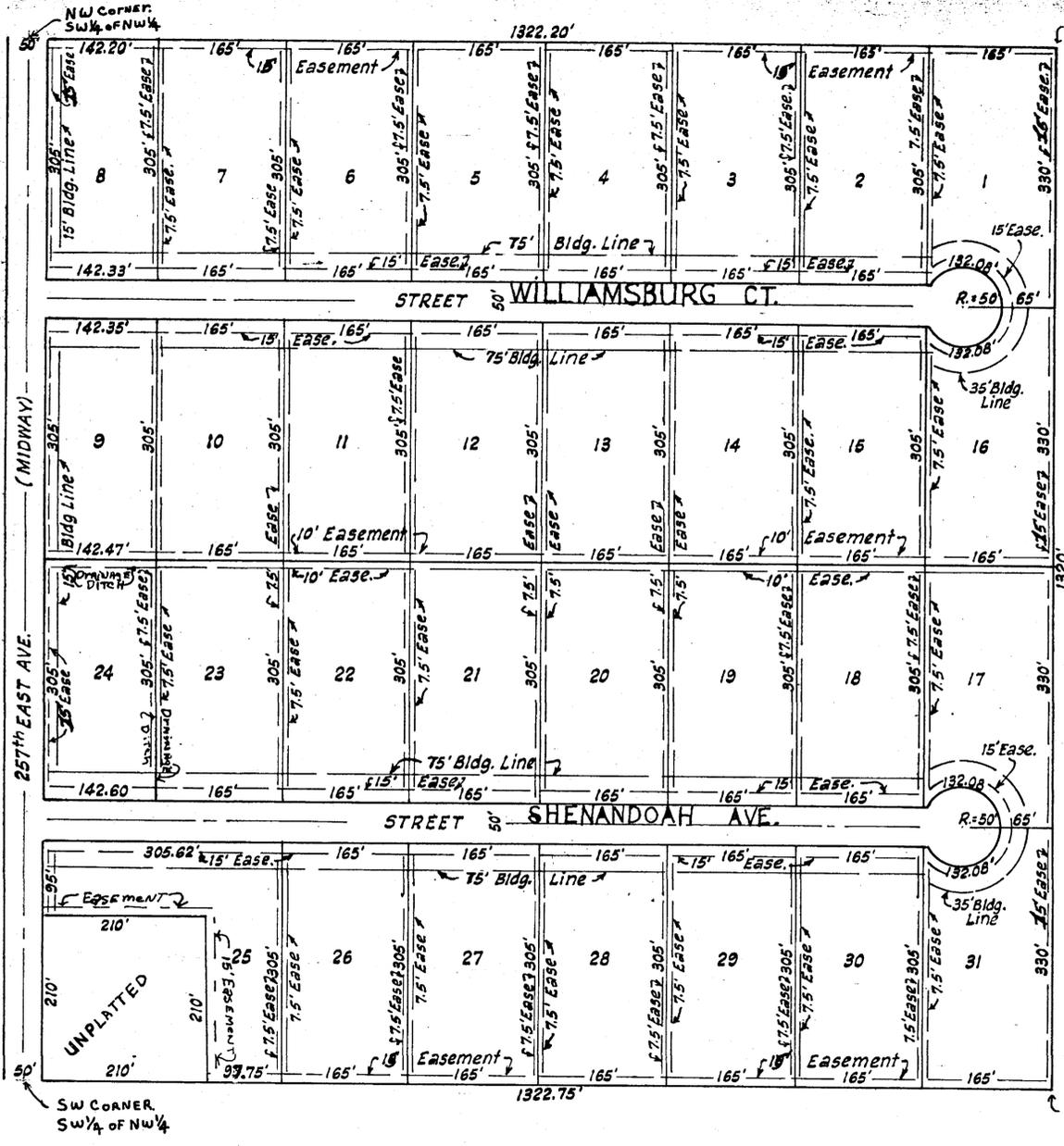


# COUNTRY VIEW ESTATES

AN ADDITION IN THE SW/4 OF NW/4 SECTION 14  
T. 18 N. - R. 15 E. WAGONER COUNTY, OKLAHOMA

*Plat Book Page 39*  
OCT 6 1977  
JAMES G. JOHNS, County Clerk  
By *James G. Johns*



## CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

### COUNTRY VIEW ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Loyd D. Cook and Connie E. Cook are the owners of the following described property, to-wit:

The SW/4 of NW/4 of Section 14, Township 18 North, Range 15 East, Less the South 210 feet of the West 210 feet, Wagoner County, Oklahoma, containing 39 acres 31 Lots.

THAT WE, LOYD D. COOK AND CONNIE E. COOK, residents of Wagoner County, Oklahoma, and the owners of the above described property, have caused the same to be surveyed, staked and platted into lots, streets and utility easements, have caused the same to be named and designated as COUNTRY VIEW ESTATES, a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate to the public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated, and for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit to the successors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 2076, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of majority of the then owners of the lots, then it is agreed to change said covenants in whole or in part.

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 and persons owning any property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so, to recover damages or other dues for such violation. Invalidity of any of these covenants by judgment or court order shall in no way effect of the other provisions shall remain in full force and effect.

- (A) Each lot shall be used for only one single family dwelling.
- (B) No building or mobile home shall be located nearer to the front building line, nor nearer to the side street line than the building lines shown on the recorded plat and shall face building line, and in any event, no building or mobile home shall be located nearer than thirty (30) feet to any side lot line.
- (C) No structure of temporary nature shall be located, placed or permitted to remain on any residential building plot other than a mobile home not less than 900 square feet. Skirting of approved design and material shall be installed on all mobile homes within sixty (60) days of mobile home being moved onto property.
- (D) No commercial activity, trade, or business shall be carried on at any time and no noxious or offensive activity shall be carried on, nor shall any lot owner do anything on his lot that may be or become a nuisance.
- (E) No structure previously used other than a mobile home shall be moved onto any residential plot. Structures of temporary character such as tents, shacks, garage, barn or other out building erected in this tract shall not at any time be used as a residence, either temporarily or permanently.
- (F) No residential plot shall be subdivided into smaller mobile home lots.
- (G) Only one mobile home except those specifically manufactured to be joined together shall be permitted on any one residential plot.
- (H) The parking or storage of unused or unlicensed motor vehicles is prohibited on any residential plot.

- (I) No fences, walls or hedges shall be installed on the front portion of any residential plot between the front lot line and the front building line.
- (J) No building materials of any kind or character shall be placed or stored upon the property until owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed on the easements.

- (K) No animals, poultry, or livestock of any kind shall be raised, bred or kept on any homestead for any commercial purposes. They shall be maintained for pets only. No commercial business of any kind or nature shall be conducted on the described property. Pets are not to be permitted to run at large.
- (L) All individual sewage systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Departments concerned.

- (M) All plans and specifications must be submitted to the developer for written approval prior to construction. No mobile home, skirt, fence, outbuilding, storage facility, canopy, patio, or garage shall be erected or placed on any plot in this addition until the plans and specifications showing the type and location have been approved in writing as to conformity and harmony of external design with existing improvements in addition by the developer.
- (N) No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1100 square feet in area.
- (O) All trash containers of any type shall be kept concealed behind building line.
- (P) No mobile home shall have tires, bricks, blocks, or any object of this nature on roof.

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1976 tax rolls the taxes on the above description are paid.

Ruby M. Roberts, County Treasurer

*Ruby M. Roberts*  
Deputy

The Oklahoma State Department of Health certifies that this plat is approved for the construction of

INDIVIDUAL (public or individual) sewage disposal systems.

SIGNED *Wagoner* R. P. S. Date 9-29-77  
Wagoner County Health Department

- (Q) All fences must be chain link or wood or meet the approval of developer.
- (R) The grass of all residential plots shall not exceed six (6) inches.
- (S) The owner of each residential plot agrees to be bound by the foregoing covenants. Any party violating these covenants will be responsible for any attorney fees incurred because of their violation.
- (T) The undersigned owners further dedicate to the public use forever the easements and right-of-way shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing, and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric lines and transformers, gas lines, and water lines, together with the right of ingress and egress upon said easements and right-of-way for the use and purpose aforesaid, together with similar right in each and every street shown on said plat, provided, HOWEVER, that the undersigned OWNERS hereby reserve the right to construct, maintain, operate, lay and relay over, across and along all of the public streets shown in said plat, and over, across and along all strips of land included within the easement shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat and to any other area.

- (U) UNDERGROUND UTILITIES
  - (a) Overhead pole lines for the supply of electric service may be located as necessary throughout said addition. Street light poles or standards may be served by underground cable and elsewhere throughout said addition all supply lines shall be located 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.
  - (b) 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.
  - (c) 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, removing or replacing any portion of said underground electric facilities so installed by it.
  - (d) 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.
  - (e) 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.

IN WITNESS WHEREOF, SAID Loyd D. Cook and Connie E. Cook have caused these presents to be executed this 30th day of September, 1977, at Wagoner, Oklahoma.

*Loyd D. Cook*  
Loyd D. Cook  
*Connie E. Cook*  
Connie E. Cook

STATE OF OKLAHOMA )  
County of Wagoner ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of September, 1977, personally appeared Loyd D. Cook and Connie E. Cook, to me known to be the identical persons who subscribed name of the maker thereof to the foregoing instrument and as its owners acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

*Bill Cox, Jr.*  
Notary Public  
My Commission Expires 3-17-80

### CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that I have, at the instance of the owners, designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

*Bill Cox, Jr.*  
Bill Cox, Jr. #628  
Registered Land Surveyor

STATE OF OKLAHOMA )  
County of Wagoner ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of September, 1977, personally appeared Wagoner, to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

*Bill Cox, Jr.*  
Notary Public  
My Commission Expires 3-17-80