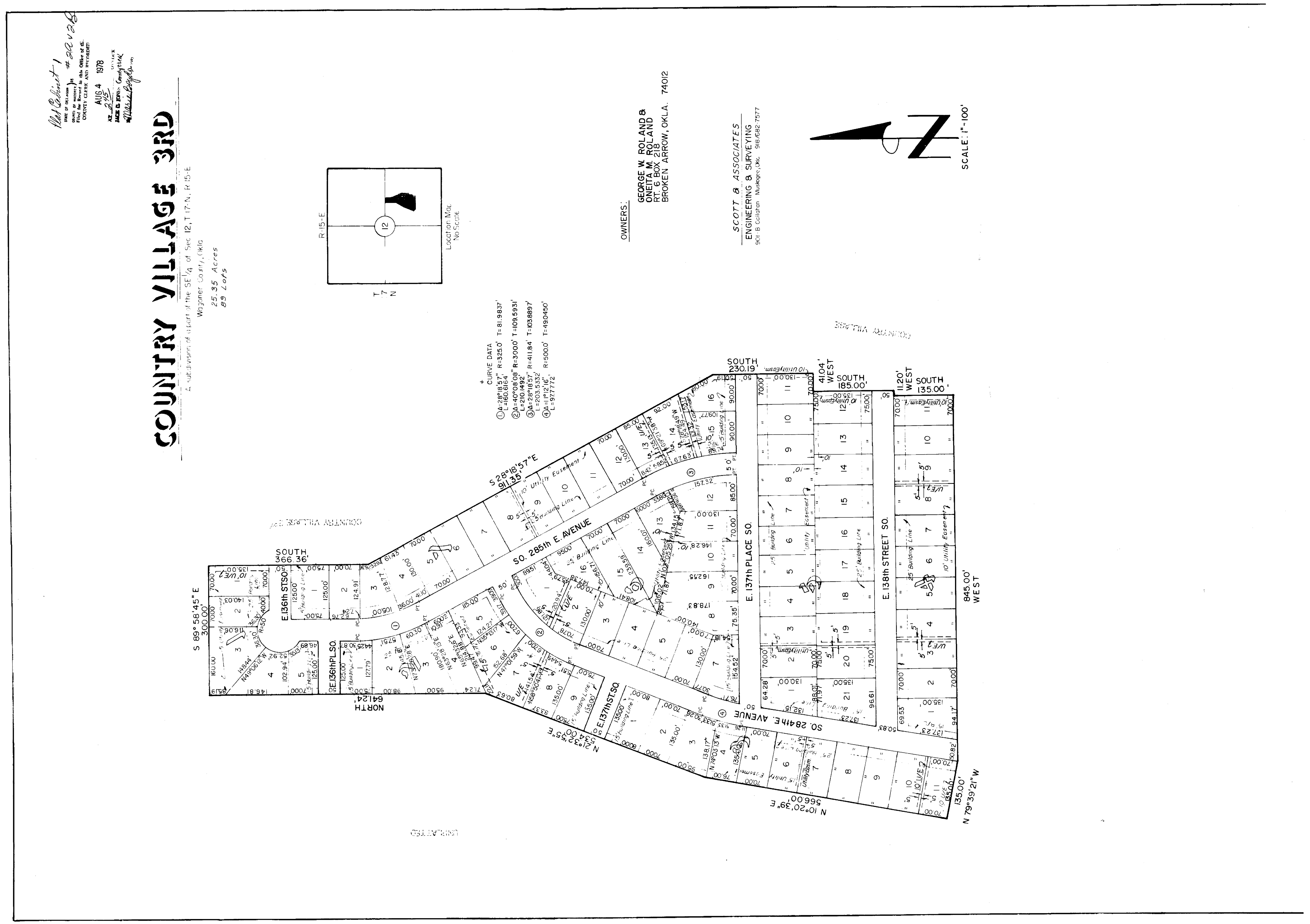


# CERTIFICATE OF DEDICATION

FOR

"COUNTRY VILLAGE 3RD ADDITION"

KNOW ALL MEN BY THESE PRESENTS:

**That George W. Roland & Oneita M. Roland are the owners of the following described real estate situated in Wagoner County, State of Oklahoma, to witt;**

A parcel of land situated in a part of the SE¼ of Section 12, T-17-N, R-15-E, Wagoner County, Oklahoma, being more particularly described as follows, to-wit:

Beginning at a point 920.00 ft. Due North and 1091.46 ft. Due West of the Southeast corner of the said SE¼, said point being the Southwest corner of Lot 7, Block 2, "COUNTRY VILLAGE ADDITION", Wagoner County, Oklahoma, according to the recorded plat thereof; thence Due West a distance of 345.00 ft.; thence N 79°39'21" W a distance of 135.00 ft.; thence N 10°20'39" E a distance of 566.00 ft.; thence N 21°32'55" E a distance of 534.00 ft.; thence Due North a distance of 641.24 ft. to the North line of the said SE¼; thence S 89°58'45" E along said North line a distance of 300.00 ft.; thence Due South a distance of 366.36 ft., thence S 28°18'57" E a distance of 911.35 ft.; thence Due South a distance of 230.19 ft.; thence Due West a distance of 41.04 ft.; thence Due South a distance of 185.00 ft.; thence Due West a distance of 11.20 ft.; thence Due South a distance of 135.00 ft. to the point of beginning, containing 25.35 Acres, more or less.

and have caused the same to be surveyed, platted and staked into lots, blocks and streets as shown on the attached plat and survey thereof, and which plat is made a part hereof, and has given to said addition the name of "COUNTRY VILLAGE 3RD ADDITION" an addition to the City of Coweta, Wagoner County, State of Oklahoma.

The undersigned, being desirous of establishing a uniform system of development of said property above described, does hereby declare and establish the following restrictions, conditions and protective covenants on all lots within the addition which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in and to any of said property and any person accepting coveyance thereof, either directly from the record owners or remotely from any of its grantees, shall take the same subject to such conditions, restrictions and protective covenants, and by accepting such covevance shall be deemed to have assented hereto and shall be entitled to all the responsibilities herein created, to-wit:

1) all lots shall be known and described as residential lots and shall be used for residential purposes only No structure shall be erected or placed to remain on any residential building plot other than a single family dwelling with an attached 1 or 2 car garage.

2) No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback as shownon the attached plat and in any event, no dwelling shall be located on any lot nearer than 25 feet to the front lot line or 15 feet to any side street line, and no dwelling shall be located nearer than 5 feet to any side lot line, and for the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling on any lot to encroach upon another lot.

3) The exterior of all dwellings erected on any lot shall be constructed of a minumum of 50% masonry. Measurement for computing the 50% masonry may exclude windows, doors, covered porches and patio areas, and shall apply to the first floor of a Two (2) story or a One and One-Half story dwelling.

4) No dwelling, the ground floor area of the main structure, exclusive on One (1) story open porches and garages shall be less than 960 square feet. Ground floor minimum for Two (2) story dwellings less aforementioned exclusions shall be 750 square feet.

5) No trailer, basement, tent, shack, garage or other out-building erected or placed on any lot herein platted shall be at any time be used as a residence, temporarily or permanently, nor shall any structure of an temporary character be used as a residence.

6) No permanent structure of any nature whatsoever shall be hereafter moved upon any lot in this addition.

7) No fence on any lot shall be more than Six (6) feet in height, nor shall any fence on any lot be constructed forward of the main dwelling structure, except decorative fences which cannot exceed Three (3) feet in height.

8) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except however that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.

9) No sign of any kind shall be displayed to the public view on any lot except One (1) professional sign on not more than One (1) square foot, One (1) sign of not more than Five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10) a) Overhead pole lines for the supply of electric service may be located along the North 15 feet of Block 1. Street light poles are 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 be located in said easement-ways. b)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 2.50 foot strip 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 employers shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Certificate of Dedication for the purpose of installing, maintaining removing or replacing any portion of said underground facilities so installed by it. d) The owner of each lot shall be responsible for the protectionof 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.

11) If the owner or its successors and assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating the same, either to prevent him or them from so doing or to recover damages or other dues.

12) These covenants, conditions and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2001, at which time the same shall be automatically extended for successive periods of Ten (10) years, unless there shall be executed by a majority of the then owner of the lots, an instrument agreeing to change said covenants in whole or in part.

13) The undersigned owner does further dedicate to the public for the public use forever the easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, replacing, repairing any and all public utilities, including the storm and sanitary sewers, telephone lines, electric power lines, transformers, gas lines, and water lines, together with all fittings, and equipment for each of such facilities and any appurtenances thereto with the right of ingress to and upon said easements and right-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED HOWEVER that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over across and along all public streets and easements shown on said plat, and/or sewer service to the area included on said plat.

14) Invalidation of one of these covenants, restrictions or conditions, shall in no wise affect any of the other provisions which shall remain in full force and effect.

George W. Roland

Oneita M. Roland

## CERTIFICATE OF SURVEY

I, BASIL E. SCOTT JR., a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets, the realestate and premises dedicated as "COUNTRY VILLAGE 3RD ADDITION", an Addition in Wagoner County, State of Oklahoma and that the attached plat is a true and correct representation of said survey showing the length, width and depth of all lots and blocks and names, width, boundaries and extensions of all streets.

WITNESS my hand and seal on this 27th day of July 1978, at Muskogee, Muskogee County, state of Oklahoma.

SCOTT & ASSOCIATES

BASIL E. SCOTT JR.,
Registered Land Surveyor

REGISTERED LAND SURVEYOR BASIL E. SCOTT, JR. L.S. 545 Oklahoma

STATE OF OKLAHOMA )
) SS
COUNTY OF MUSKOGEE )

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of July 1978 personally appeared BASIL E. SCOTT JR. to me known to be the identical person who subscribed his name to the foregoing instrument and 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 SCOTT & ASSOCIATES for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.

MY COMMISSION EXPIRES: Feb. 3, 1979

Kathleen S. Scott
NOTARY PUBLIC

KATHLEEN S. SCOTT NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA MUSKOGEE, OKLA.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of August 1978 personally appearded George W. Roland & Oneita M. Roland to me known to be the identical persons who subscribed their names to the 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 fourth.

WITNESS my hand and seal on the day and year last above written

MY COMMISSION EXPIRES May 3, 1980

Macneeta McGinnis
NOTARY PUBLIC

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, hereby certify that according to the 1977 tax rolls the taxes on the above description are paid.

Ruby M. Roberts, County Treasurer

Deputy
8-4-78