

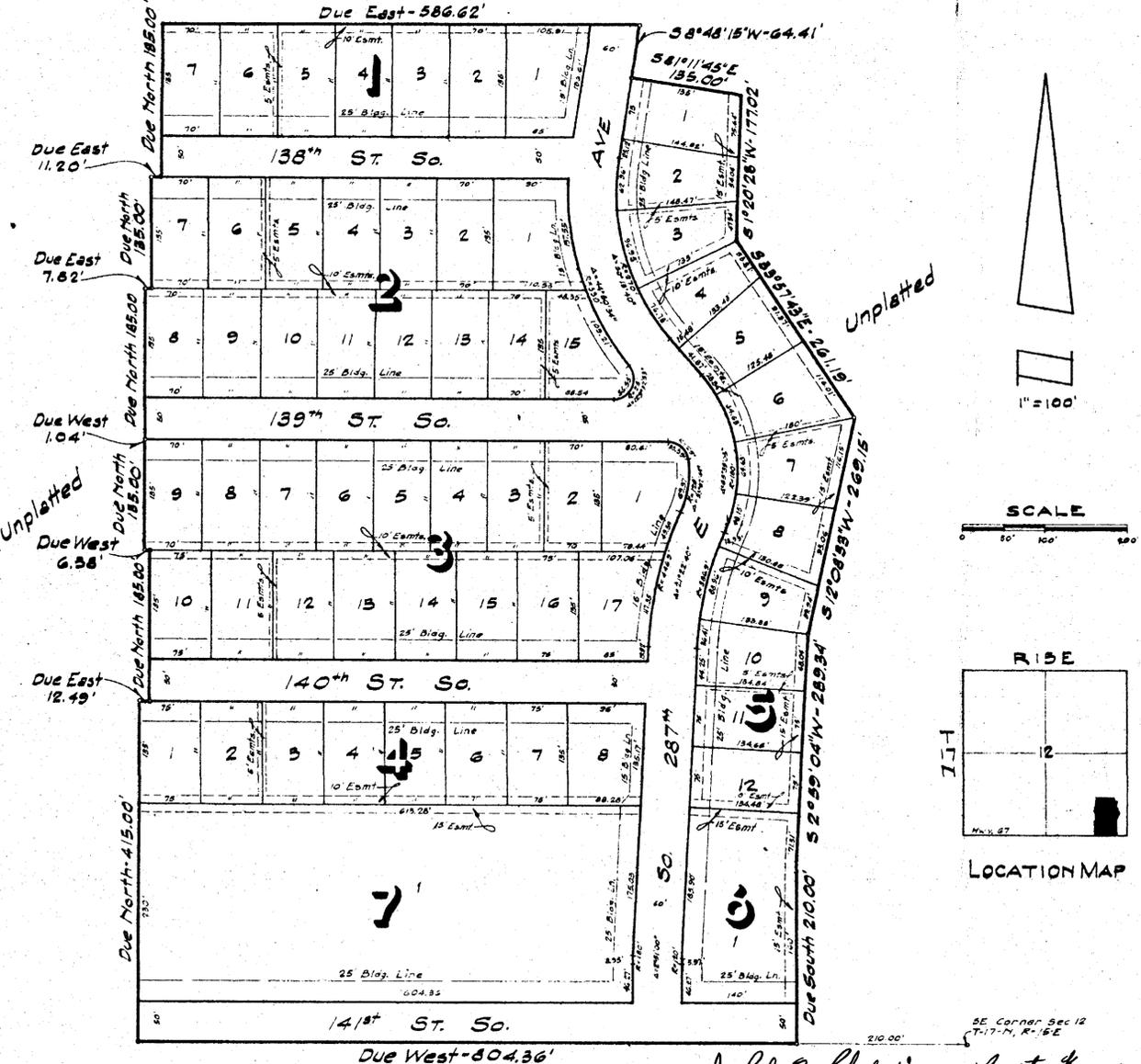
# COUNTRY VILLAGE ADDN.

A Subdivision to the City of Coweta, Wagoner County, Oklahoma Being a Part of the SE/4, SE/4 Section 12, Township 17 North, Range 15 East.

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND NOTARIES  
 JUN 23 1976  
 AT 3:45 O'CLOCK  
 JACK G. KINER, County Clerk  
*M. J. [Signature]*

OWNER:  
 George W. Roland & Oneita Roland, His Wife  
 R+ 6, Box 218  
 Broken Arrow, Okla 74012

J-B Engineering Co.  
 5927 E 31st St. So.  
 Tulsa, Okla 74135



*I Ruby M. Roberts, Wagoner County Treasurer, certify that according to the 1975 Tax Roll, taxes are paid on the above description.*  
 Ruby M. Roberts, Deputy

### CERTIFICATE OF SURVEY

I, JOE E. DONELSON, a Registered Land Surveyor and a Registered Professional Engineer of the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks and streets, the real estate and premises dedicated as "COUNTRY VILLAGE 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 seals on this 14th day of MAY 1976, at Tulsa, Tulsa County, State of Oklahoma.

J-B ENGINEERING CO.  
*[Signature]*  
 JOE E. DONELSON, Registered Professional Engineer, Registered Land Surveyor

STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of MAY 1976, personally appeared JOE E. DONELSON, 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 J-B ENGINEERING CO., for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.  
 My Commission Expires: April 26, 1980

*[Signature]*  
 NOTARY PUBLIC

### CERTIFICATE OF DEDICATION FOR "COUNTRY VILLAGE ADDITION"

KNOW ALL MEN BY THESE PRESENTS:

That GEORGE W. ROLAND and ONEITA M. ROLAND, his wife are the owners of the following described real estate situated in Wagoner County, State of Oklahoma, to-wit:

A tract of land situated in the SE/4, SE/4 of Section 12, Township 17 North, Range 15 East, Wagoner County, Oklahoma, being more particularly described as follows, to-wit: Beginning at a point on the South line of said SE/4, SE/4, 210.00 feet West of the Southeast Corner thereof; Thence Due West and along the South line of said SE/4, SE/4 for 804.36 feet; Thence Due North for 415.00 feet; Thence Due East for 12.49 feet; Thence Due North for 185.00 feet; Thence Due West for 6.38 feet; Thence Due North for 135.00 feet; Thence Due West for 1.04 feet; Thence Due North for 185.00 feet; Thence Due East for 7.82 feet; Thence Due North for 135.00 feet; Thence Due East for 11.20 feet; Thence Due North for 185.00 feet; Thence Due East for 586.62 feet; Thence S 89°48'15"W for 64.41 feet; Thence S 81°11'45"E for 135.00 feet; Thence S 1°02'28"W for 177.02 feet; Thence S 33°57'43"E for 261.19 feet; Thence S 12°08'33"W for 269.15 feet; Thence S 2°59'04"W for 289.34 feet; Thence Due South for 210.00 feet to the point of beginning and containing 22.3186 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 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 dedicate and establish the following restrictions, conditions and protective covenants on all lots within the addition (EXCEPT Lots 1 thru 12, Block 5, Lot 1, Block 6, and Lot 1, Block 7) 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 conveyance 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 conveyance shall be deemed to have assented hereto and shall be entitled to all the responsibilities herein created, to-wit:

- 1) All the lots in Blocks 1, 2, 3 and 4, 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 Two (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 shown on 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, provided however, that this covenant shall not be construed to permit any portion of any dwelling on any lot to encroach upon another lot.
- 3) The exterior of all dwellings erected on any lot shall be constructed of a minimum 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 of One (1) story open porches and garages shall be less than 960 square feet. Ground floor minimum for Two (2) story dwellings less aforesaid exclusions shall be 750 square feet.
- 5) No trailer, basement, tent, shack, garage or other out-building, erected or placed on any lot herein shall be at any time be used as a residence, temporarily or permanently, nor shall any structure of a 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 or 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 preparation for the construction and sales period.
- 10a) Overhead pole lines for the supply of electric service may be located along the North 15 feet of Block 7 and along the North 15 feet and the East 15 feet of Block 6, and along the South side of Blocks 6 and 7 in the street right-of-way. 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 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 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 Certificate 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 agree 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 owners do 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 construction, 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 and egress 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 owners hereby reserve 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 access 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.

WITNESS our hands on this 14th day of MAY 1976, at Tulsa, Tulsa County, State of Oklahoma.

*[Signature]*  
 GEORGE W. ROLAND

*[Signature]*  
 ONEITA M. ROLAND, his wife

STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of MAY 1976, personally appeared GEORGE W. ROLAND, and ONEITA M. ROLAND, his wife, to me known to be the identical persons who subscribed the name of the maker 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 forth.

WITNESS my hand and seal on the day and year last above written.  
 My Commission Expires: April 26, 1980

*[Signature]*  
 NOTARY PUBLIC