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# SHEET 2 OF 2

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Lora Hendricks, Wagoner County Clerk  
Wagoner County - State of Oklahoma



PLC5 - 455A

## CERTIFICATE OF DEDICATION

JACKSON COUNTRY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That LARRY W. JACKSON & ARJEAN L. JACKSON are the owners of the following described property situated in the Wagoner County, Oklahoma, to-wit:

And have caused said tract to be surveyed, platted, and subdivided into 7 lots in 1 block in conformity with the accompanying plat, and have designated the same as "JACKSON COUNTRY ESTATES", an addition in the County of Wagoner, State of Oklahoma.

### SECTION I

#### A. ROAD EASEMENT DEDICATION AND UTILITY EASEMENTS

The Developer hereby dedicates to the public for future use forever, easements and street rights of way as shown and dedicated on the accompanying plat for the purposes of constructing, maintaining, operating, repairing, removing, replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-ways for the uses and purposes aforesaid, together with similar rights in any and all of the streets shown on the plat.

The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the easements in the event it is necessary to install or repair any underground water or sewer mains, electrical, natural gas, communications or telephone service or other services now or later provided within any of the easement areas depicted upon the accompanying plat.

#### B. COVENANTS FOR DEEDS OF DEDICATION IN UNDERGROUND SUBDIVISION

1. Overhead Pole lines for the supply of electric service may be located along the North, South and East perimeters of the subdivision. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat.

2. All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Underground service cables and gas service lines to all houses which may be located on all lots in the Subdivision may be run from the nearest gas main, 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 or gas service line to a particular house, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the house.

4. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.

The owner of each lot in the Subdivision 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, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

5. An easement 10 feet wide, adjacent to the road right of way, is hereby designated for exclusive use of the Rural Water District.

### SECTION II

#### A. WATER AND GAS SERVICE

Each supplier of water, or gas service through its agents and employees shall at all times have right of access to all easements shown on said plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing a portion of the underground facilities installed by the supplier of service.

The owner of the lot shall be responsible for the protection of the underground facilities located on their lot, and shall prevent the alteration of grade or any construction activity, which would interfere with the facilities. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by the acts of the owner of the lot or his agents or contractors.

The restricted water line easement (RWE) shown in the plat is hereby established for and restricted to the use of the Wagoner County Rural Water, ON&G and its successors and assigns, for water line construction, operation and maintenance, however, other utilities are granted the use of this easement for crossing access to their facilities.

Wagoner County Rural Water and ON&G or its successors will be responsible for ordinary maintenance of public water mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

Wagoner County Rural Water, ON&G and through their proper agents and employees, shall at all times have right of access with their equipment to all such easements shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of their respective underground water facilities.

The owner of the lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water facilities within the easement areas; provided, however the Wagoner County Rural Water District No. 4 shall use reasonable care in the performance of such activities.

The foregoing covenants set forth in this paragraph A shall be enforceable by the Wagoner County Rural Water and ON&G its successors, and the Owner of each lot agrees to be bound hereby.

#### B. PRIVATE SANITARY SEWAGE:

Within this subdivision, sewage is initially intended to be disposed of by individual septic tank disposal systems, or alternative disposal methods approved by the Oklahoma Department of Environmental Quality.

The approval and release of the plat of this subdivision does not constitute a guaranty or warranty that each septic tank system will function properly.

No septic system shall be installed within any lot until the plans therefore have been submitted to and approved by the Oklahoma Department of Environmental Quality and a permit duly issued.

The septic system shall be installed and maintained in accordance with the approved plans.

Subsequent to installation of the septic system, no drive, paving, swimming pool, lawn sprinkler system, or building shall be constructed over the area of the lot containing the septic tank or septic system lateral lines.

The Owner of a lot shall be responsible for the expense of installation and maintenance of their individual septic system.

#### C. OVERLAND DRAINAGE WAY

In connection with the provisions for overland drainage, retention, and storage, this property is subject to the following overland drainage easement:

Existing natural drainage across lots, along creeks, bar ditches, culverts and other drainage structures are hereby established by grant of the owners as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, retention and storage, and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainage way areas should be in accordance with the following.

1. The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

2. Banks and side slopes shall be maintained in their present condition.

3. Grades and slopes of banks shall not be altered in any way.

4. Grass areas shall be mowed (in season) at regular intervals not to exceed 4 weeks.

5. Concrete appurtenances shall be maintained in good condition and replaced if damaged.

6. Area within easements shall be kept free of debris.

7. Finish grade around buildings will slope down 12 inches for minimum of 20 foot away from building.

The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, the Developer and by the County of Wagoner, Oklahoma.

### SECTION III. RESTRICTIONS AND COVENANTS

For the purpose of providing an orderly development of the Subdivision, and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision. These covenants shall run with the land and shall be binding on all persons claiming under them, for a period of ten (10) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the 7 lot owners agreeing to change of such covenants, in whole or in part, is placed on record. These covenants are enforceable by any person or persons owning lots in the Subdivision, by appropriate action at law or equity to restrain violations. Invalidation of any one of these covenants shall in no way affect the validity of the other provisions herein contained.

1. No building, residence, fence, retaining wall, pond or any other type of improvement, shall be started on any lot until the Developer has approved the plans, specifications and site plan in writing.

2. All lots of Jackson Country Estates shall be for one single-family residential use only. No building or other structure shall be erected, placed or permitted to remain on any lot other than one single family residential dwelling with an attached garage for not less than 2 cars and no more than 3 garage doors. One outbuilding is allowed per section III Paragraph 3.

3. The developer must approve all out buildings. The outbuilding shall be of the same general construction as the main residence, employing the same type of construction materials used in the main residence. All sides of out building shall be 36 inch tall wainscot brick, or stone to match the main residence. No more than 3 garage doors shall be allowed.

- No portable buildings are allowed.
- No pipe structure-carport type buildings are allowed.
- No outbuilding shall be used for a dwelling.
- No outbuilding shall be constructed before residence is started.

#### THE OUT BUILDING MAY BE A METAL BUILDING AS FOLLOWS:

- Total floor footage may not exceed 3000 square feet unless approved by the developer.
- All sides of out building shall have 36 inch tall wainscot brick, or stone to match the main residence.
- Roof shall have minimum 4/12 pitch, maximum 14' eave height.
- Pole barns are allowed but must be same design and appearance as "Morton" buildings with wainscot and roof overhangs.
- Wall colors may be charcoal to complement residence.
- Roof color shall be charcoal gray or burnished slate.
- All exterior metal shall have 40 year finish warranty.
- All side walls shall have gutters or sculptured eave trim to match gable trim.
- All porches or lean-to's shall have fascia construction with trims matching main building.
- No more than 3 garage doors shall be allowed.

4. No building, residence, fence, retaining wall or any other type of improvement, shall be started on any lot until the Developer has approved the plans and specifications. Construction time of residence shall not exceed and any out building shall not exceed 1 year and any out building shall not exceed 6 months. No above ground swimming pools shall be allowed.

5. No lot therein contained may be subdivided, split, altered or changed in any way for the purpose of accommodating two or more separate owners or dwellings.

6. Each lot shall receive and drain in an unobstructed manner storm and surface waters from lots and drainage areas of higher elevations and from public streets and easements as per Section II C.

7. No residential structure shall be erected on any lot with less than 2000 square feet of living space on ground floor. A two story shall have a minimum of 2800 square feet total exclusive of garages, or porches. However, for lots 1 and 2 the square footage may be 1700 for one story and 2500 for two story

8. No residential structure shall be erected or maintained nearer to the front or side street lines than the building set back lines. No side yard building line should be less than 30 feet on each side of a house, except as restricted by easements, building lines and unless approved by the Developer in writing.

9. All exterior walls of home and garage construction shall be of at least 50% brick or stone, balance being in glass, wood or stucco. Excluded are aluminum and vinyl siding and concrete block of any sort. Painted concrete brick or heavyweight, wood-like composition shingles may be used upon written permission of the Developer.

10. No trade, business or other noxious or offensive activity shall be permitted nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. A professional office shall be allowed inside primary dwelling, however, no signage advertising business shall be permitted.

11. No lot shall be permitted to become in an unsightly or "Junk" condition, nor shall any junk or trash be allowed to accumulate thereon. No vehicles are to be parked, or stored on grass areas.

12. No cows, swine, goats, sheep, towl, Emus, exotic animals or other commercial animal operations shall be permitted to be raised, bred or kept on this property except for horses, dogs, cats and other household pets, provided that they are not kept, bred or maintained for commercial purposes. Shelters for animals must conform to the architecture of the home or the aforementioned outbuilding restrictions. No more than three of any kind of animal shall be allowed. All pets must be kept in a fenced yard.

13. No trailer, tent, basement only, shack, garage or other buildings previously erected shall at any time be used as a residence, temporarily or permanent.

14. No boats, trailers, motor homes, campers (mobile or otherwise) or like recreational equipment shall be stored on any lot unless enclosed in a garage or screened from view, as approved by the Developer. Visitors recreational vehicles may be parked on private driveways no longer than a period of seventy-two (72) hours.

15. No inoperative vehicles or machinery shall be stored or parked on any lot and each lot shall be kept free from weeds, brush, and grass over 12 inches.

16. No advertising sign or structure shall be erected, placed or maintained on any lot, except one sign of not more than five square feet advertising the property for sale, and signs erected by the owner builder, or developer to advertise the development or particular property during the construction and sales period. Such signs must be on private property and not in street right of way. However, a model home and sales office for the developer or builders shall be permitted until development is sold out.

17. Roof requirements for the residence are as follows:  
All residential roofs must have a minimum 6/12 pitch front to back.  
No metal roofs unless approved by Developer in writing.  
No flat roofs.  
Wood shake shingles or heavy weight composition shakes, such as "Heritage" are allowed, but must be approved by developer in writing.

18. No garbage cans or trash receptacles are to be visible from the street side of any residence and shall be enclosed with privacy fencing as approved by Developer. No burning of trash is permitted.

19. Boundary fences, whether ornamental or otherwise, shall not be erected more than 5 feet in height. Only P.V.C. post and rail, wrought iron, masonry, or wood post and wood top rail chain link fence shall be used for back yards or around swimming pool areas, and shall not exceed further than the front corner of house. All fence designs must be approved by the developer. Privacy fences with a maximum of 5 feet high around patios will also be permitted. No chain link or barbed wire fences may be used in front of house. No fence will be built that restricts the flow of water across the lot or adjacent lots.

20. Walks shall be brick, concrete, or pavers. Driveways shall be brick, concrete, pavers, or asphalt. No gravel driveways or walks shall be allowed. Each lot will be allowed one (1) entrance. At Owners expense, all drive access from the road will be across an approved culvert, with concrete surface and end treatment whose size and design must be approved by Wagoner County and the Developer.

21. No building shall be constructed on any lot in this addition, which exceeds a height of more than 2 stories except as approved by the Developer.

22. All television or radio antennas must be screened from public view from the front.

23. Building setback lines must be as shown on plat.

24. No discharge of firearms within the limits of Jackson Country Estates shall be permitted.

25. All trucks over 3/4 ton and trailers must be enclosed or screened as approved by Developer.

26. Garage sales are allowed in subdivision a maximum four times per year.

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

#### A. ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

#### B. DURATION

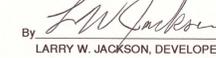
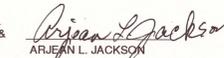
Section III of these covenants shall remain in full force and effect and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as Section I and it may be amended from time to time by consent of the Wagoner County Planning Commissioners or as otherwise provided by law.

#### C. SEVERABILITY

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.

In the event the parties hereto or their successors, heirs, or assigns, shall violate or breach any of the above covenants, any person or persons owning any lot in Jackson County Estates shall have the right to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to compel compliance with such covenants contained herein by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force or effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 31<sup>st</sup> day of October, 2019.

By  &   
LARRY W. JACKSON, DEVELOPER ARJEAN L. JACKSON

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF WAGONER )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS 31<sup>st</sup> DAY OF October 2019, PERSONALLY APPEARED LARRY W. JACKSON, TO ME KNOWN TO BE THE IDENTICAL PERSON THAT SUBSCRIBED HIS NAME TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE DID SO AS HIS OWN FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC  
MY COMMISSION EXPIRES 8/14/2023



Certified True Copy  
LORA HENDRICKS, COUNTY CLERK  
Wagoner County, Oklahoma  
By 