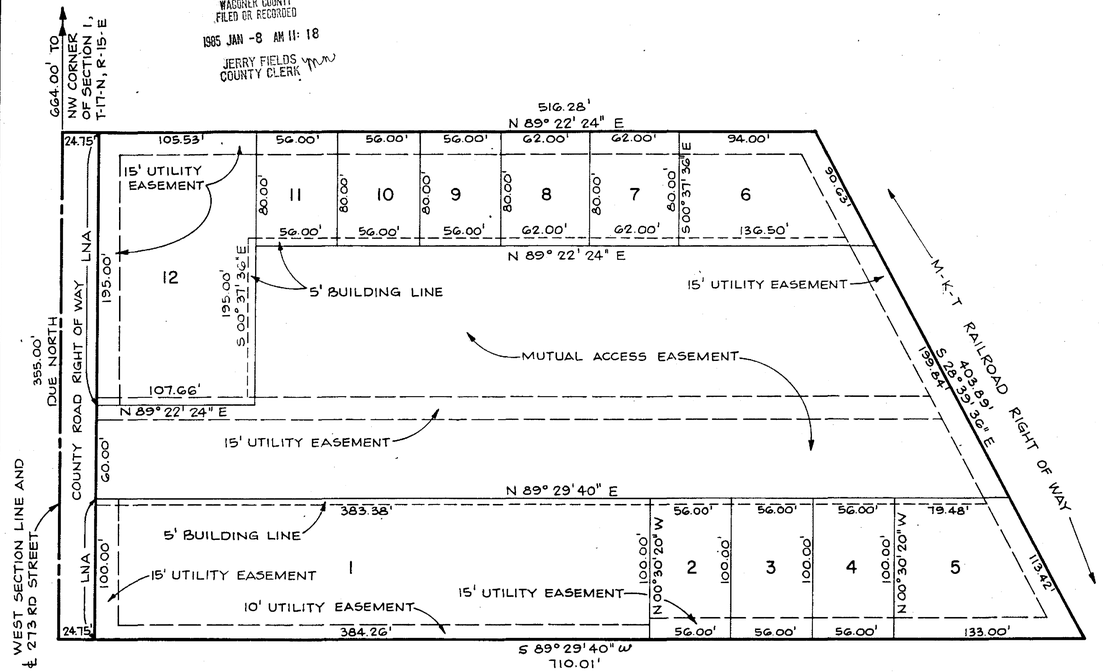
Plat Cabinet 3-365A

STATE OF OKLAHOMA
WAGONER COUNTY
FILED OR RECORDED

1985 JAN -8 AM 11: 18

JERRY FIELDS
COUNTY CLERK

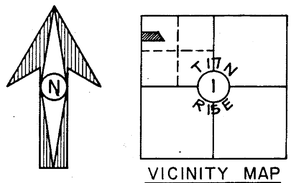


KOUNTRY FAIR PLAZA

A COMMERCIAL SUBDIVISION TO THE CITY OF COWETA, OKLAHOMA
PART OF NW/4 OF NW/4 OF SECTION 1, T-17-N, R-15-E
WAGONER COUNTY, OKLAHOMA

0 25 50 100 150 200 250

SCALE: 1" = 50'



VICINITY MAP

OWNERS

GLENN LEE BURROWS
GORDON PAUL BURROWS
DAVID WARD

P.O. BOX 1028
COWETA, OKLAHOMA
918-486-3576

ENGINEER

CHARLES L. TRANSUE

2605 E. 47th ST.
TULSA, OKLAHOMA
918-747-0877

SURVEYOR'S CERTIFICATE

I, Charles Transue, the undersigned, do hereby certify that I am by profession a registered land surveyor in the State of Oklahoma, and the annexed map of the Kountry Fair Plaza Addition consisting of one (1) sheet correctly represents a survey made under my supervision on the 7 day of December, 1984, and that all monuments shown hereon actually exist and their positions are correctly shown.

Charles L. Transue
Charles L. Transue L.S. 916

REGISTERED LAND SURVEYOR
CHARLES L. TRANSUE
L.S. 916
OKLAHOMA

CERTIFICATE OF THE COUNTY TREASURER

Frances McMahan, County Treasurer of Wagoner County, Oklahoma, do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the annexed plat and find that all ad valorem texes have been paid, to and including December 1984.

Dated this 8th day of January, 1985.

Frances McMahan by Mary Lou Sadler
County Treasurer Deputy

PLANNING COMMISION APPROVAL

I, _____, Chairman/Secretary of the City of Coweta, Wagoner Country Metropolitan Area Planning Commission, hereby certify that the said commission duly approved the annexed map of _____ on the ____ day of _____, 1985.

_____
Chairman Secretary

ACCEPTANCE AND DEDICATION BY CITY COUNCIL

BE IT RESOLVED by the Council of the City of Coweta, Oklahoma, that the dedications shown on the attached plat of Kountry Fair Plaza are hereby adopted.

Adopted by the Council of the City of Coweta, Oklahoma, this 5th day of December, 1985.

Adopted by the Mayor of the City of Coweta, Oklahoma, this 5th day of December, 1985.

ATTEST: Betty Smith
City Clerk

Harry Lisenby
Mayor

FINAL PLATT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLATT WAS APPROVED BY THE COWETA CITY COUNCIL

ON December 5, 1984

BY Harry Lisenby
MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK

BY Betty Smith
CITY CLERK

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GLENN LEE BURROWS, GORDON PAUL BURROWS, DAVID WARD, being sole Owners of the following described property, to wit:

Part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section One (1), Township Seventeen North (T17N), Range Fifteen East (R15E), of the Indian Base and Meridian, all located in Wagoner County, Oklahoma. More particularly described as follows:

The point of beginning is located on the West section line of said Section 1, 664.00 feet south of the northwest corner of said Section 1. Thence from the point of beginning N89°-22'-24"E a distance of 516.28 feet to the right-of-way of the MK&T railroad thence S28°-39'-36"E a distance of 403.89 feet along the MK&T railroad right-of-way, thence S89°-29'-40"W a distance of 710.01 feet to the West Section Line of said Section 1, thence due North a distance of 355.00 feet along the west section line of said Section 1 to the point of beginning.

have caused the above described tract to be surveyed, staked, and platted into lots, and streets and designated the same as Kountry Fair Plaza, an Addition to the City of Coweta, Oklahoma.

NOW, THEREFORE, the undersigned hereby reserve unto themselves, and all future owners of an interest or interests in and to any part or portion of the Kountry Fair Plaza Addition, mutually and none to the exclusion of others, the mutual access easement indicated on the plat of said Addition for roadway and street purposes and for parking purposes in connection with the operation, management, functioning, and utilization of the other areas in said Addition, for the purposes for which said Addition is being created, and all purposes incidental, necessary and convenient thereto, and for the purpose of providing an orderly development of the above-described real estate, and in order to provide adequate restrictive covenants for the mutual benefit of itself and successors in the title to the subdivision of said land (hereinafter referred to as "lots"), the undersigned do hereby impose the following restrictions and reservations and conditions and create the following easements with the right of ingress and egress to and upon said easements, which shall be binding upon it, its successors and assigns.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until October 30, 2004, at which time said covenants shall be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or their successors in title to subdivisions of said land shall violate or attempt to violate any of the covenants therein, 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 parties or persons violating or attempting to violate any such covenant and either to prevent him, her or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other covenants which shall remain in full force and effect.

1. All lots in this Addition shall be known and described as commercial lots. No structure erected or placed on any lot shall be used for residences.

2. All structures in the Addition shall have the front face on the building line, structures may additionally have an easterly facing to accomodate a neat and orderly appearance, side building lines may be zero in Addition. All structures in the Addition shall not be located nearer the front lot line than the building lines shown on the recorded plat.

3. All structures in the Addition shall have a minimum of 1,000 square feet.

4. All structures constructed on lots shall be born of new materials.

5. No noxious or offensive trade or activity shall be carried on upon any lot.

6. No mobile and/or portable buildings shall be permitted on any lot.

7. All building plans shall be approved by the architectural committee.

8. The architectural committee shall be composed of David Ward, Glenn Lee Burrows, and Gordon Paul Burrows.

9. All signs (size, height, and location) shall be approved by the architectural committee.

10. Trash containers shall be kept behind buildings in an enclosed area.

11. The Missouri, Kansas, and Texas Railroad Company, private road crossing in brief:

    An active certified general or comprehensive public liability insurance policy shall be maintained, with a company permitted to issue policies in the State of Oklahoma. Policy or policies shall include contractual liability coverage whereby licensee's covenants to indemnify licensor, and shall be specifically brought within the coverage of said policy by special endorsement thereon. The combined limits of said policy or policies shall not be less than $2,000,000 aggregate for personal injury to, or death of one or more persons in any one accident or occurrence, with an aggregate property damage limit of at least $1,000,000. Policy or policies shall be maintained as set forth below in Provision Number 12, Item "B" and "C".

12. The mutual access easement parking area shall be maintained by the lot owners, with each lot owner being responsible for a percentage share of the cost of repair and maintenance, as described below:

    A. The lot owners shall form an association governed by "Roberts Rule of Order".

    B. The association shall meet semi-annually to determine insurance and/or maintenance requirements and shall elect officers for two-year terms of office.

    C. Lots shall be accorded voting rights and assessed a percentage of the sum of the maintenance and or insurance requirements in the following manner:

    Lot Numbers 7, 8, 9, 10, and 11 shall have one vote each and be assessed at 3.7 percent of the sum each. Lot Numbers 2, 3, and 4 shall have two votes each and be assessed at 7.4 percent of the sum each. Lot Numbers 5, 6, and 12 shall have three votes each and be assessed at 11.1 percent of the sum each. Lot Number 1 shall have seven votes and be assessed at 26 percent of the sum.

    Owners failing or refusing to pay in the amount of the assessed propotionate share for that lot or lots shall give rise to and create a lien upon the lot or lots for the proportionate share together with all attorney's fees and other reasonable costs of collection. Said lien shall exist by virtue of agreement and shall be enforced and foreclosed in the manner provided for materialman's and mechanic's liens in the State of Oklahoma by virtue of the Statutes of the State of Oklahoma. The lien notice to be filed in the office of County Clerk shall be signed by the duly elected officers of the Association and in the event of failure by a lot owner to pay assessment for his lot or lots within thirty (30) days of notification thereof, the said officers shall have ninety (90) days after the expiration of said thirty (30) days within which to file and perfect a lien by filing a lien notice or statement of lien in the office of the County Clerk of Wagoner County, Oklahoma, against the lot or lots of said delinquent owner. As indicated, enforcement and foreclosure shall be as provided in the statues for materialsman's liens.

13. The undersigned owners further dedicate to the public forever easements and right-of-way as shown and designated on the accompanying plat for the purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, valves, conduits, pipes, meters, and any other appurtenances thereto, with the right of ingress and egress to and upon said easement and right-of-way for the uses and purposes aforesaid together with similar right in each and all of the streets shown on said plat, providing however, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay or relay lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all streets shown in said plat, and over, across, and along all strips of land included within the easements shown thereon.

14. Utilities

    A. Overhead pole lines for the supply of electric and telephone service may be located along the north, south, and west lines of 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, as shown on the attached plat. Service pedestals and transformers, as source of supply at secondary voltages, may also be located in said easement ways.

    B. Underground service cables to buildings 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 building as may be located on each said lot: provided that upon the installation of such a service cable to a particular building, the supplier of electric and telephone service shall thereafter be deemed to have a definite, 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 cable, extending the the service pedestal or transformer to the entrance on said residence.

    C. The supplier of electric and telephone service, through its proper agents and employees shall at all times have right of access to all such easements 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 and telephone facilities so installed by it.

    D. The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any other construction activity which may interfere with said electric or telephone facility. Repairs or cost of relocation, required by violation of this covenant, shall be paid by the owner of the lot.

    E. The foregoing covenants shall be enforcible by the supplier of electric or telephone service, and the owner of each lot agrees to be bound thereof.

    F. The owner of each lot shall coordinate the electric power requirement with the electric utility commission when applying for a building permit.

IN WITNESS WHEREOF, the owners and proprietors of said subdivision have hereby approved said deed of dedication, conditions, restrictions and plat hereunto set our signatures this 7 day of January, 1985.

David (Dave) Ward Glenn Lee Burrows Gordon Paul Burrows

STATE OF OKLAHOMA)
COUNTY OF WAGONER) ss.

Before me, the undersigned Notary Public within and for said County and State, on this 7 day of January, 1985, personally appeared David (Dave) Ward, Glenn Lee Burrows, and Gordon Paul Burrows, to me well known to be the identical persons who executed the within and foregging instrument and acknowledged to me they executed the same as their own free and voluntary deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.

Vicki D. Byers
Notary Public

My Commission Expires: August 3, 1988
(Seal)