WAGONER COUNTY, OKLAHOMA
CAROLYN M KUSLER, COUNTY CLERK PLC 4-390 B

12/15/2005 #2005-19667
01:47:10PM B-1546 P-159

RE-PLAT
The PARK at Coweta
CERTIFICATE OF DEDICATION
and
Restrictive Covenants

KNOWN ALL MEN BY THESE PRESENTS:

THAT The PARK at Coweta, LLC is the 0WNER, Gerald Snow, Member/Manager of the following described property situated in the County of Wagoner, State of Oklahoma described as;

**Description:**
**Beginning at the NE corner of the NE/4 NE/4 of Section 24, Township 17 North, Range 15 East of the Indian Base and Meridian, County of Wagoner, State of Oklahoma:**
**Thence S 00° 01' 07.1" W a distance of 485.48 feet, thence**
**S 89° 38' 49.2" W a distance of 210.000 feet, thence**
**S 00° 01' 07.1" W a distance of 420.00 feet, thence**
**S 89° 38' 49.2" W a distance of 25.150 feet, thence**
**N 56° 34' 56.3" W a distance of 146.498 feet, thence**
**N 12° 54' 06.9" W a distance of 118.329 feet, thence**
**N 16° 08' 19.4" W a distance of 77.335 feet, thence**
**N 54° 00' 00.0" W a distance of 72.540 feet, thence**
**N 28° 35' 00.0" W a distance of 46.000 feet, thence**
**N 33° 24' 28.6" W a distance of 109.434 feet, thence**
**N 59° 06' 28.5" W a distance of 84.870 feet, thence**
**N 07° 03' 16.8" W a distance of 116.089 feet, thence**
**N 27° 20' 12.0" E a distance of 101.180 feet, thence--**
**N 56° 49' 09.6" E a distance of 108.012 feet, thence-**
**N 64° 49' 37.5" E a distance of.103.842 feet, thence**
**N 83° 52' 30.9"E a distance of 61.097 feet, thence**
**N 76° 20' 00.7" E a distance of 55.995 feet, thence**
**N 47° 32' 34.5" E a distance of 57.818 feet, thence**
**N 00° 01' 07.1" E a distance of 50 feet, thence**
**N 89° 38' 49.2" E a distance of 245.000 feet to the pint of beginning, containing 7.49 acres, more or less**

**And that the owner has caused the same to be surveyed and platted as The RE-PLAT of The PARK at Coweta, an addition to the City of Coweta.**

SECTION 1

**DEDICATIONS, EASEMENTS and UTILITIES**

**1. General Utility Easements**

**THAT The PARK at Coweta, LLC is the 0WNER, Gerald Snow is the Member/Manger LLC, (The OWNER), caused the property to be surveyed, platted and staked into 29 lots. The subdivision, RE-PLAT of The PARK at Coweta, will have public streets The Owner hereby gives the Public egress and regress for public use all streets shown on the Subdivision Plat. The Owner so further dedicates for the installations and maintenance of utilities, forever, the easements and right-of-way as shown and designated on each Lot within the Subdivision with the right of ingress and egress upon said easement and right-of-ways for the uses and purposes specified. now, and does hereby guarantee title to all of the land covered by said streets for the purpose of providing a orderly development of the above described tracts and in order to provide adequate restrictive covenants for the mutual benefit of itself and its successors in title of the subdivision of said tract (hereinafter referred to as tract). The undersigned does here impose the following restrictions and reservations and create the easements which shall be binding upon it, its successors and assigns to-wit.**

**The Owner does hereby dedicate for the public use the roadway right-of-way and utility easements as depicted on the attached plat for the several purposes of constructing, maintaining, replacing, removing and replacing any and all public utilities including telephone lines, cable television, electric power lines and transformers, gas lines, water lines, paving and other services capable of being provided in The RE-PLAT of The PARK at Coweta, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto provided, however that the Owner also hereby reserves to herself the right of assigns right-of-way provided any of the services set forth to use herein, including, but not limited to the right-of-way to construct, maintain, operate of furnishing water to the area including within the Plat. The owner herein imposes a restrictive covenant, which shall be binding on each tract owner and shall be enforceable by the City of Coweta, Oklahoma and the supplier of any affected utility service, that within the utility easement depicted in the attached Plat, no building structures or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking area and landscaping that does not constitute an obstruction as aforesaid.**

**The owner of each tract shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to install or repair and underground water or sewer mains, electric, natural gas, communications or telephone service or other services now or later provided within any of the easement area depicted upon the accompanying plat. Provided however, that the City of Coweta or the other supplier of the service shall use reasonable care in the performance of such activity.**

**2. Underground Service (Electric, Telephone, Cable Television, and Gas)**

**1. Overhead lines for the supply of electric, telephone and cable television services may be located within the parameter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.**

**2. Underground service cables and gas lines to all structures which may be located within 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 structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.**

**3. easement ways shown on the plat or otherwise 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 facilities installed by the supplier of the utility service.**

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

**. 5. The foregoing covenants set forth in this paragraph shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.**

**3. Water and Sewer Service**

**1. All Waterlines shall be placed in a waterline easement exclusively dedicated to the City of Coweta.**

**2. The owner of each tract shall be responsible for the protection of the public water mains located on his tract.**

**3. Within utility easements depicted on the attached plat the alteration of grade in the excess of three (3) from the contours existing upon completion of a public water main or any construction activity which may interfere with a public water main shall be prohibited.**

**4. The City of Coweta or its successors shall be responsible for ordinary maintenance of public water mains, but the owner of the tract shall pay for damage or relocation of such facilities causes or necessitated by acts of the owner or his agents or contractors.**

**5. That the City of Coweta, or it's successors, shall at al times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in the Deed of Dedication for the purposes on installing, maintaining, removing, or replacing any portion of the water facilities owned by it.**

**6. The foregoing covenants concerning the water facilities shall be enforceable by the City of Coweta, or its successors, and the owner of each tract agrees to be bound hereby.**

**7. The owner of each tract shall be responsible for their meter hook-up, water and membership fee charged at that time by the City of Coweta.**

**8. The sewerage from this sub-division is intended to be disposed of by connection to the City of Coweta sewer system. Any repair, rework, of private line, or roadway, to the main line will be the responsibility of the owner of the Lot,**

**4. Gas Service**

**1 The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.**

**.2. The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors.**

**3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.**

**5. Overland Drainage Easement**

**1. The tract shall receive and drain, in an unobstructed manner, the storm and surface water waters from tracts and drainage areas of higher elevation and from Public Street and easement. No tract owner shall construct or permit to be constructed any fencing other obstructions which would impair the drainage of storm and surface waters over and across his tract. The foregoing covenants set forth in this paragraph shall be enforceable any effected tract owner and by the City of Coweta, Oklahoma.**

**6. Detention Easements**

**1. There will be no Detention Ponds located within The RE-PLAT of The PARK at Coweta.**

**7. Paving and Landscaping within Easements**

**1. The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Coweta, or the supplier of the utility service shall use reasonable care in the performance of such activities.**

**8. Limits of No Access.**

**There will be no access to 289th East Avenue from Lot 1 & Lot 23 of Block 1, and from Lot1 & Lot 6 of Block 2.**

SECTION 2

COVENANTS

**- COVENANTS AND RESTRICTIONS**

**These Covenants and Restrictions are to run with the land and shall be binding upon all parties, their heirs, successors, and assigns claiming by, through and under them until the 1st day of August 2024, at which time said /restrictions shall automatically be extended for successive periods of ten (10) years and can only be amended or changed in whole or part, by a majority of the then owners of said tracts.**

**If the owner or the assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning real estate situated on said tract to prosecute any proceedings at law or in equity against the party or persons or persons violating or attempting to violate such restrictions and either prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of the restrictions by judgment or court order shall in no way effect any of the other provisions of said covenants and restrictions which shall remain in full force and effect.**

**1. All tracts shown on the attached Plat shall be for residential purposes only and only one home per tract shall be permitted. No structure shall be erected, altered, placed or permitted to remain on residential tract other than a single family dwelling and a private garage for two (2) cars or more, attached or detached. All residential building exterior walls shall have at least 35% masonry or stone, unless waived by the Architectural Review Committee. Mr. Snow, or his assignees, is the Architectural Review Committee and this Architectural Committee has the right to change any covenants herein listed. No exterior siding over 8 inches wide shall be used. Architectural Review Committee shall review and approve all floor plans, elevation, exterior paint color, and roofing material and color before any construction may begin. No dwelling shall be erected in which the living area of the main structure, excluding the garage, is less than 1,000 square feet for one story dwelling and a minimum of 900 square feet for two story dwellings. Building structure shall be erected at least twenty-five (25) feet from the edge of the roadway. Only brick or stone mailboxes shall be installed with concrete address block. No more than one (1) access entrances to tracts shall be allowed from the public dedicated street adjacent to tract.**

**2. No noxious trade or offensive activity shall be carried on or upon said tracts, nor shall anything be done thereon which may become an annoyance or nuisance to other tract owners.**

3. No structures of temporary charter, trailer, basement, tent, shack, garage, barn or other out buildings or previously used structures may be used on any tract as a residence, and shall not be contracted before main residence is constructed. No mobile home, new or used shall be moved onto property at any time. Outbuildings will not be allowed. Mailboxes shall be installed with concrete address block. The Mailboxes may be brick or stone or cast aluminum, and must have street light. Mail boxes are to be set six (6) feet from edge of road, or City requirement.
**No lean-to or galvanized pole barns are permitted. No storage buildings shall be constructed forward of the dwelling structure. No used material shall be used for the construction or storage buildings of residences.**

**4. No Fencing higher than six (6) feet may be used on property. No barbed wire fencing shall be allowed across front of tract.**

**5. No sign of any kind shall be displayed to the public view on any tract except the (1) professional sign of not more than two (2) foot square advertising the sale or rent of said property or signs used by the builder to advertise the property during the construction and sales period of any dwelling structure.**

**6. These tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The tract Owner shall provide for weekly pick-up of trash from an approved provider**

**7. Semi-trailers and semi-trailer trucks shall not be allowed to be parked on, or repaired on property, or adjacent street, avenue or place. No non-operative vehicles shall be kept on property, other than inside storage.**

**8. No swine, fowl (other than tracts with ponds where water fowl may be permitted), ostriches, EMU's exotic animals or other commercial animal operations shall be permitted to be raised, bred or kept on this property except for dogs, cats and other household pets; provided that they are not kept, bred or maintained for commercial purposes and provided further, that the owners of any of the said tract may keep two (2) dogs or two (2) cats. No biting dogs of any breed can be maintained within the subdivision .No Pit Bull-dogs will be allowed. Shelters for said animals must conform to the architecture of the home...**

**9. All sewage disposal systems shall be connected to the City of Coweta sewage system**

**10. Any utilities from roadway to structure on said tracts shall be placed underground. The supplier of any utility through the proper agents and employees shall at all times have right of access into all of such easement right-of-ways shown on the survey of said tracts. The owner of each tract 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 to interfere with said electric facilities**

**11. No business or trade may be conducted in or from any tract, except that an owner or occupant residing on said tract may conduct business within the tract so long as: (a) The existence or operation. Of the business activity is not apparent or detectable by sight, sound, or smell from outside of the tract and no sign indicating such business is placed on said tract: (b) the business activity conforms to all zoning requirements c) the business activity does not involve regular visitation of the tract by clients customers, suppliers or other business invitee or door-to-door solicitation of residents of said tracts; and (d) the business activity is consistent with the residential character of the area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Tracts. The terms "a business" and "a trade" as used in this provision without limitations, any occupation. Work or activity undertaken on an ongoing basis which involves the provisions of good or services to persons, other than the provider's family, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or 8 A license if required.**

**IN WITNESS WHEREOF, Owner has executed this Declaration as of the 14th December of 2005**

**By** _____
**Gerald Snow, Member/Manger, The PARK at Coweta LLC**

**STATE OF OKLAHOMA )**

**COUNTY OF Wagoner)**

**BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED GERALD SNOW, MEMBER/MANGER OF THE PARK AT COWETA, LLC 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 AS MEMBER/MANGER OF THE PARK AT COWETA FOR THE USES AND PURPOSES THEREIN SET FORTH.**

Notary Public Oklahoma
OFFICIAL SEAL
JUDY S. SNOW
TULSA COUNTY
03011024 Exp. 8-20-07

**PUBLIC NOTARY**
**MY COMMISSION EXPIRES**_____

**PROFESSIONAL SURVEYOR' CERTIFICATE**

**I, John F. Sheridan, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that this survey represents a survey made under my supervision, between June 1, 2004 and March 3, 2005, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum standards for the Practice of land surveying as adopted by the Oklahoma State board of Registration for Professional engineers and land Surveyor: and that survey complies with the requirements of title II section 41-108 of the Oklahoma State Statutes..**

**P.L.S. Number 345**
**John F. Sheridan**
**OKLS 345 expires 01/31/2007**
**CA 813 (PE/LS) expires 06/30/2005**

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN FRANCIS SHERIDAN
345
OKLAHOMA

CERTIFICATION OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

**I, hereby certify that the above noted sub-division, The RE-PLAT of The PARK at Coweta is approved for the use of Public water supply and for connection to City sewer system.**

**By** _____
**Environmental Supervisor of the Oklahoma**
**Department of Environmental Quality-**

STATE OF OKLAHOMA
APPROVED
DEC 15 2005
DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF CITY OF COWETA COUNTY PLANNING COMMISSION
CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION
CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

**I, Phil Roland, Chairman of the Coweta County Planning Commission do here now certify that the proposed sub-division of The RE-PLAT of The PARK at Coweta has been processed through the City of Coweta Planning Commission with approval for acceptance.**

**Phil Roland, Chairman, City of Coweta Planning Commission.**

CERTIFICATE OF MAYOR OF THE CITY OF COWETA

**Robert Morton, Mayor of the city of Coweta does here now approve the acceptance of The RE-PLAT of The PARK at Coweta a sub-division of the City o Coweta.**

**Robert Morton, Mayor, City of Coweta**

CERTIFICATE OF WAGONER COUNTY TREASURER

**I, Gloria Marshall, do here now state that the taxes hove been paid for the year 2005 and prior years for those properties here in listed to be designated as The RE-PLAT of The PARK at Coweta**

12-15-05
**Gloria Marshall, Wagoner County Treasurer**

COUNTY TREASURER
SEAL
WAGONER COUNTY, OKLA.

CERTIFICATE OF WAGONER COUNTY CLERK

**I, Carolyn Kusler, the County Clerk of Wagoner County do here now state the sub-division called The RE-PLAT of The PARK at Coweta has been filed into Wagoner County Records.**

1ST DEPUTY 12/15/05
For: **Carolyn Kusler, Wagoner County Clerk.**

COUNTY CLERK
OFFICIAL
SEAL
WAGONER COUNTY OKLAHOMA

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

ON _____

BY _____
MAYOR OR VICE-MAYOR

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

BY _____
CITY CLERK

CITY OF COWETA
SEAL
WAGONER COUNTY OKLAHOMA

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By _____
DEPUTY