

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

THAT WAYNE O. COPPAGE and BARBARA J. COPPAGE are the owners of the following described property to wit: A tract of land lying East of the East right-of-way of State Highway No. 51, located in the East 1/2 of the SE 1/4 Section 35, T18N, R15E, IM, Wagoner County, Oklahoma. More particularly described by metes and bounds as follows: Beginning at the NE corner SE 1/4 SE 1/4 Section 35, T18N, R15E, thence 1320.55 feet N 0°-04'-20" W to the East 1/4 corner Section 35, thence 998.27 feet S 89°-44'-01" E along the 1/4 section line to a point on the easterly right-of-way of Highway 51, thence 1524.64 feet S 28°-29'-20" E along the easterly right-of-way of Highway 51 to a point of curve, thence 46.83 feet on an arc of curve to the left with a radius of 150.83 feet to a point on the curve, thence 243.32 feet S 75°-36'-20" E to a point on the east section line of said Section 35, thence 47.00 feet N 0°-04'-20" W along the east section line of Section 35 to the point of beginning. The above described tract of land contains 20.08 acres according to the plat thereon.

THAT WE, WAYNE O. COPPAGE and BARBARA J. COPPAGE, residents of Wagoner County, Oklahoma and the owners of the above described property, have caused the same to be surveyed, staked, and platted into lots, streets, and utility easements, have caused the same to be named and designated as "PARK VIEW EAST", a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and we hereby dedicate for the Public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated, and for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title, to the subdivision of said tract, hereinafter referred to as blocks and lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1992 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, then it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- (A) Each lot may be used for only one single family dwelling.
- (B) No building shall be located nearer to the front line, nor nearer to the street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than ten (10) feet to any side lot line.
- (C) No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
- (D) No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become, an annoyance or a nuisance to the neighborhood; no part of the property described in said plat shall be used for the maintenance, care or housing of swine, poultry or goats.
- (E) Each tract shall be permitted to construct a small barn or storage building; not to exceed 800 square feet, and must have exterior walls of frame or masonry construction and have a composition or wood shingle roof.
- (F) No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.
- (G) No dwelling shall be erected on any single family residential lot in the tract, the living area of the main structure of which, exclusive of open porches and garages, is less than 1300 square feet in area, and the exterior surface of all single family dwellings shall be at least 35% stone or brick. All garages and carports must be attached to the house. Construction of house must be completed within 6 months.
- (H) No structure previously used shall be moved onto any lot in this addition.
- (I) All individual sewage systems shall be constructed in such manner as to meet all requirements set out by the County and State Health Departments concerned.
- (J) All entrances from streets shall have drain tile, size approved by developer or County Commissioner of Wagoner County.
- (K) No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than twenty-five square feet.
- (L) Overhead pole lines for the supply of electric service may be located along the West side of the 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, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways.
- (M) Except to houses on lots described in paragraph (2) 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.
- (N) The supplier of electric service, through its proper agents and employees, shall at all times have the right of access to all such easement 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 facilities so installed by it.
- (O) 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. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
- (P) The foregoing covenants shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound thereby.

- (Q) Houses on Block 1, Lots 1-2-3-4 will face West; house on Lot 5 will face West or Southwest, house on Lot 6 will face West, Southwest, North or Northwest; house on Lot 7 will face South, West or Southwest; house on Lot 8 will face South or Southwest; house on Lot 9 will face South, house on Lot 10 will face South or Southeast; house on Lot 11 will face West, South or Southwest; houses on Block 2, Lot 1 will face East, Northeast or Southeast; houses on Lots 2-3-4-5-6 will face East or Northwest; house on Lot 7 will face North, Northeast or East; house on Lot 8 will face North, Northwest or East.

(R) The undersigned owners further dedicate to the public use forever the easements and right-of-ways as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, replacing any and all public utilities including the storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines and water lines, together with all fittings, and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress 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 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 of the public streets, alleys, and easements shown on said plat, and/or sewer services to the area included in said plat to any other areas.

IN WITNESS WHEREOF, said WAYNE O. COPPAGE and BARBARA J. COPPAGE, have caused these presents to be executed by its OWNERS hereunto duly authorized this 3 day of October, 1972, at Broken Arrow, Oklahoma.

WAYNE O. COPPAGE and BARBARA J. COPPAGE

Wayne O. Coppage *Barbara J. Coppage*

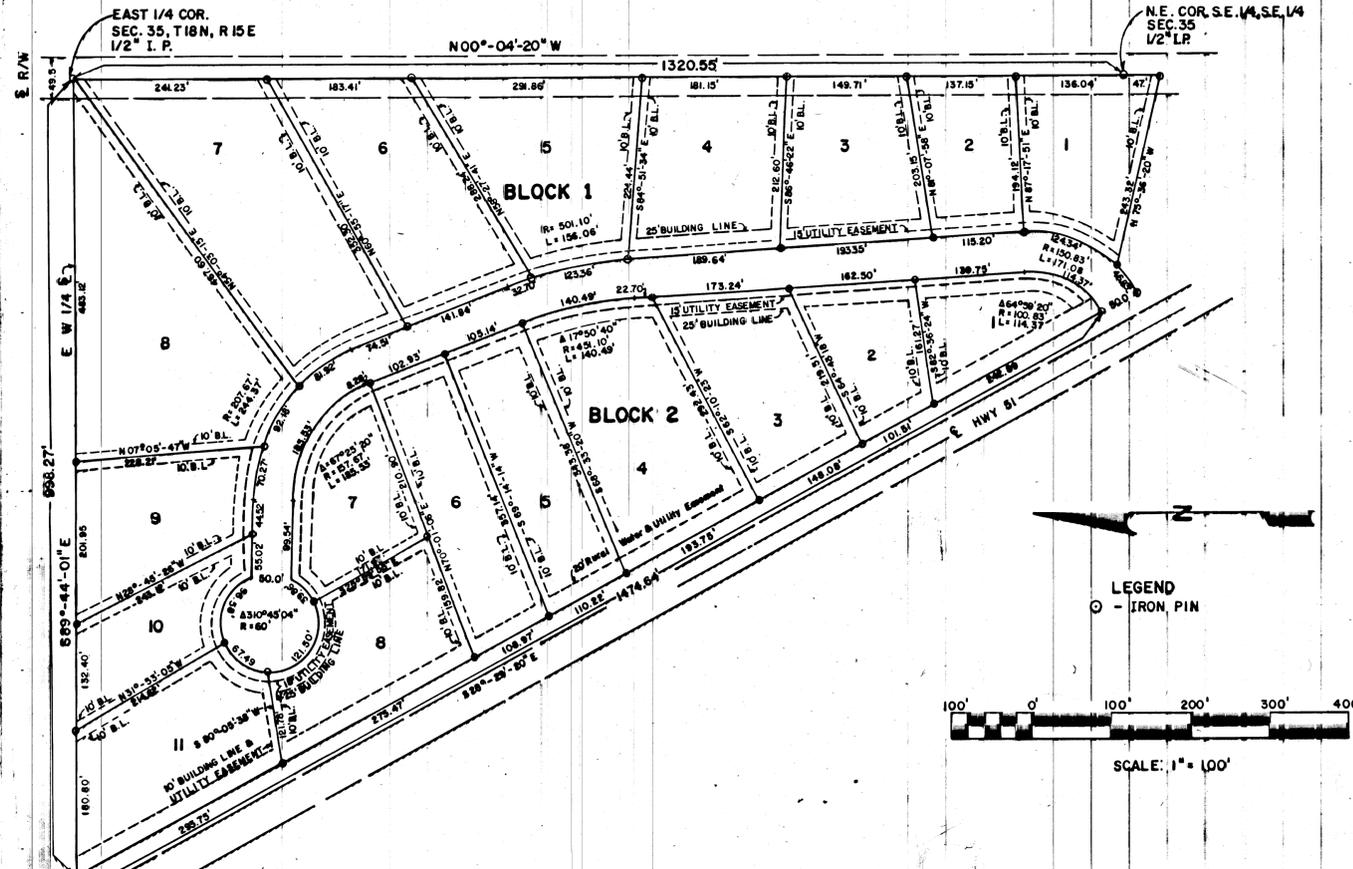
PARK VIEW EAST ADDITION
A SUBDIVISION OF A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER SECTION 35, T18N, R15E, WAGONER COUNTY OKLAHOMA

OWNER: WAYNE O. AND BARBARA J. COPPAGE
ROUTE 2, BOX 396
BROKEN ARROW, OKLAHOMA 74102

LEGAL DESCRIPTION

A TRACT OF LAND LYING EAST OF THE EAST RIGHT-OF-WAY OF STATE HIGHWAY NO. 51, LOCATED IN THE E. 1/2 OF THE S. SECTION 35, T18N, R15E, IM, WAGONER CO., OKLAHOMA. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE N.E. COR. SE 1/4 SE 1/4 SEC. 35, T18N, R15E, THENCE 1320.55 FEET N 0° 04' 20" W TO EAST 1/4 COR. SEC. 35, THENCE 998.27 FEET S 89° 44' 01" E ALONG THE 1/4 SECTION LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 51, THENCE 1524.64 FEET S 28° 29' 20" E ALONG THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 51 TO A POINT OF CURVE, THENCE 46.83 FEET ON AN ARC OF CURVE TO THE LEFT WITH A RADIUS OF 150.83 FEET TO A POINT ON THE THENCE 243.32 FEET S 75° 36' 20" E TO A POINT ON THE EAST SECTION LINE OF SAID SEC. 35, THENCE 47 FEET N 0° 04' 20" W ALONG THE EAST SECTION LINE OF SAID SEC. 35 TO A POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.08 ACRES ACCORDING TO THE PLA HEREON.

STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in this Office of the
COUNTY CLERK AND RECORDED
Book 35, Page 33
OCT 6 1972
JACK C. JONES, County Clerk
Notary Public



STATE OF OKLAHOMA

COUNTY OF Wagoner

Before me the undersigned, a Notary Public in and for said County and State on this 3 day of October, 1972 personally appeared Wayne O. Coppage and Barbara J. Coppage to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and as its owners, acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 8-24-73 *Louise D. Dawson*
Notary Public

CERTIFICATE OF SURVEY

I, Mickey Blackwell, Registered Land Surveyor No. 751 in the State of Oklahoma, do hereby certify on this 3 day of October, 1972 that the above plat Park View East is a true and correct representation of the survey made in Section 35, T18N, R15E, Wagoner County, Oklahoma.

Mickey Blackwell
Registered Land Surveyor #751

STATE OF OKLAHOMA

COUNTY OF Wagoner

Before me the undersigned, a Notary Public in and for said County and State, on this 3 day of October, 1972 personally appeared Mickey Blackwell to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 8-24-73 *Louise D. Dawson*
Notary Public

S. Robert Dobson, Wagoner County
Insured, which that according to the
top sales as per as per in the
above description - (10-6-72)
Robert M. Dobson
Wagoner County