

DEED OF DEDICATION  
FOR  
ROLLING HILLS ADDITION  
BLOCKS 11 THRU 21

KNOW ALL MEN BY THESE PRESENTS:

Whereas ROLLING HILLS DEVELOPMENT CO., An Oklahoma Corporation, is owner of the following described land in the County of Wagoner, State of Oklahoma, to-wit:  
Beginning at a point 340.0 feet East of the Southwest corner of the North one-half (N $\frac{1}{2}$ ) of Section 6, T-19-N, R-15-E, Wagoner County, Oklahoma; thence N 89° 59.3793' E a distance of 1973.26 feet to a point; thence N 0° 45.2072' W a distance of 1933.20 feet to a point; thence N 89° 57.5000' W a distance of 789.49 feet to a point; thence S 0° 26.29254' E a distance of 615.34 feet to a point; thence S 89° 55.3448' W a distance of 1163.05 feet to a point; thence Due South a distance of 700.46 feet to a point; thence Due West a distance of 340.0 feet to a point; thence Due South a distance of 50.0 feet to a point; thence Due East a distance of 340.0 feet to a point; thence Due South a distance of 260.0 feet to a point; thence Due West a distance of 340.0 feet to a point; thence Due South a distance of 50.0 feet to a point; thence Due East a distance of 340.0 feet to a point; thence Due South a distance of 259.34 feet to the point of beginning, containing 71.426 acres more or less,

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and have designated the same as ROLLING HILLS ADDITION, BLOCKS 11 THRU 21.

NOW, THEREFORE, the undersigned ROLLING HILLS DEVELOPMENT CO., An Oklahoma Corporation, does hereby dedicate for public use all of the streets as shown on said plat and does hereby guarantee the title to all of the land covered by said streets, 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 its successors in title to the subdivisions of said land (hereinafter referred to as lots) the undersigned does hereby impose the following restrictions and reservations and create the following easements, which shall be binding upon it, its successors and assigns; PROVIDED HOWEVER, none of the restrictions or covenants herein contained shall apply to Reserve "A" and Reserve "D", anything herein to the contrary notwithstanding.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1984, at which time said covenants shall be automatically 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 its assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the parties or 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 one 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. All lots in the Addition shall be known and described as residential lots; and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a single family dwelling, and a private garage or carport, which shall be attached to the residence.
- B. No building shall be located nearer to the front lot line, nor nearer to the side street line, than the building lines shown on the Recorded Plat; and in any event, no building shall be located nearer than five (5) feet to any side lot line.
- C. No more than one residence or structure shall be erected on any lot as now platted.
- 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.
- E. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this Addition 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.
- F. No dwelling shall be erected on any residential lot in the Addition, the ground floor of the main structure of which, exclusive of open porches and garages, is less than 700 square feet in area.
- G. No fence other than a small decorative type of not more than 3' in height will be permitted to be erected on any lot forward of the main structure; and no fence on any lot shall be more than six (6) feet in height.
- H. No structure previously used shall be moved onto any lot in this Addition.
- I. The undersigned owners further dedicate to the public for public use forever the easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all public utilities including the 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 and any other appurtenances thereto, with the right of ingress and egress upon said easements and rights-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, across and along all of the public streets, alleys and easements shown in said plat, and/or sewer services to the area included in said plat and to any other areas.

DATED at Tulsa, Tulsa County, Oklahoma, this 15<sup>th</sup> day of January, 1959

ROLLING HILLS DEVELOPMENT CO.

*L. R. Latch*  
L. R. Latch - President

ATTEST:

*[Signature]*  
Secretary

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 15<sup>th</sup> day of January, 1959, personally appeared *L. R. Latch* to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president, 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 such Corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires *March 19, 1961*.

*Vivita Wallace*  
Notary Public

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, A Registered Professional Engineer of the State of Oklahoma, and an experienced land surveyor, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets, the real estate and premises dedicated as "ROLLING HILLS ADDITION, BLOCKS 11 THRU 21", a subdivision of Wagoner County, State of Oklahoma, and that the above plat is a true representation of said survey showing the length, width, and depth of all lots and blocks, and the names, width, boundaries, and extensions of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Tulsa, Tulsa County, State of Oklahoma, this 15<sup>th</sup> day of January, 1959.

HAMMOND ENGINEERING COMPANY

*Raymond E. Lansford*  
Registered Professional Engineer

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me, the undersigned, a Notary Public in and for said County and state, on this 15<sup>th</sup> day of January, 1959, personally appeared Raymond E. Lansford, 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, and as the free and voluntary act and deed of HAMMOND ENGINEERING COMPANY, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written

My commission expires *July 7, 1959*.

*[Signature]*  
Notary Public

*I hereby certify that all taxes on this property have been paid in full*  
*Dated this 19<sup>th</sup> day of January, 1959*

*Eric P. Miller, County Treasurer*