

LOTS 27 THRU 36, BLOCK 3 AND LOTS 1 & 5 THRU 18, BLOCK 6. ROLLING HILLS ADDITION

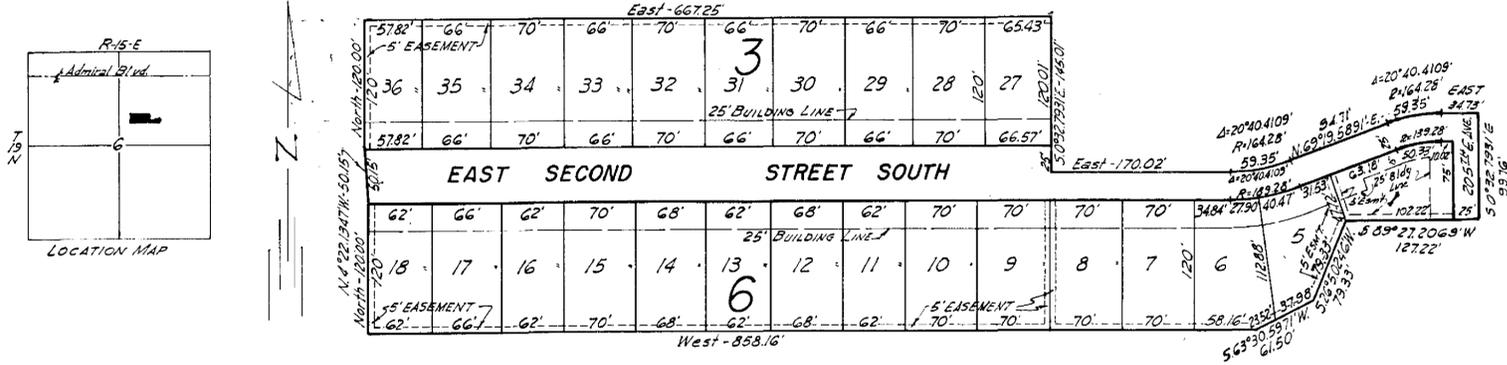
OWNER:
ROLLING HILLS DEVELOPMENT CO.

APRIL 26, 1961.

Hammond Engineering Co.
Tulsa, Oklahoma

SCALE: 1"=100'

DWG. NO. _____



STATE OF OKLAHOMA) SS
COUNTY OF WAGONER) Clerk
Filed or Record in this Office of the
COUNTY CLERK AND RECORDED
Book 3 Page 1
MAY 5 1961
At _____ O'clock
JACK C. JONES, County Clerk
By _____

CERTIFICATE OF DEDICATION

FOR
LOTS 27 THRU 36, BLOCK 3 AND
LOTS 1 & 5 THRU 18, BLOCK 6
ROLLING HILLS ADDITION

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 271.37 feet East and 579.95 feet North of the SW corner of the NE $\frac{1}{4}$ of Sec. 6, T-19-N, R-15-E, Wagoner County, Oklahoma; thence North a distance of 120.00 feet to a point; thence N 40° 22.13' West a distance of 50.15 feet to a point; thence North 120.00 feet to a point; thence East 667.25 feet to a point; thence S 0° 32.7931' East a distance of 145.01 feet to a point; thence East 170.02 feet to a point; thence along a curve to the left with a radius of 164.28 feet a distance of 59.35 feet to a point; thence N 69° 19.5891' East a distance of 94.71 feet to a point; thence along a curve to the right with a radius of 164.28 feet a distance of 59.35 feet to a point; thence East a distance of 34.73 feet to a point; thence S 0° 32.7931' East a distance of 99.76 feet to a point; thence S 89° 27.2069' West a distance of 127.22 feet to a point; thence S 26° 5.0216' West a distance of 79.33 feet to a point; thence S 63° 30.5971' West a distance of 61.50 feet to a point; thence West 858.16 feet to the point of beginning, and containing 5.617 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 LOTS 27 THRU 36, BLOCK 3 AND LOTS 1 & 5 THRU 18, BLOCK 6, ROLLING HILLS ADDITION.

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.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1986, 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 structures 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 business or trade shall be conducted on any lot, nor shall any noxious activity 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 850 square feet in area.
- G. No fence on any lot shall be more than six (6) feet in height, nor shall any fence on any lot be constructed forward of the main dwelling structure.
- H. No structure previously used shall be moved onto any lot in this Addition.
- I. The undersigned owner further dedicates to the public for public use forever the easements and right-of-way 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 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 owner 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 in said plat, and/or sewer services to the area included in said plat and to any other areas.

WITNESS our hands and seal this 3rd day of May, 1961, at Tulsa, Tulsa County, Oklahoma

ATTEST:
R. L. Latch
Secretary

ROLLING HILLS DEVELOPMENT CO.
L. R. Latch
L. R. Latch, President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of May, 1961, 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 May 4, 1963.

Bill Laird
Notary Public

CERTIFICATE OF SURVEY

I, Joe E. Donelson, 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 LOTS 27 THRU 36, BLOCK 3, AND LOT 1 & 5 THRU 18, BLOCK 6, ROLLING HILLS ADDITION, a subdivision in 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, Oklahoma, this 3rd day of May, 1961.

HAMMOND ENGINEERING COMPANY
Joe E. Donelson
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 3rd day of May, 1961, personally appeared Joe E. Donelson, 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, this day and year last above written.
My commission expires Sept 16, 1963.

Abrian Smith
Notary Public