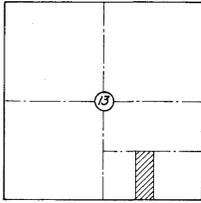


# WESTWOOD

AN ADDITION TO THE CITY OF COWETA, OKLAHOMA  
A PART OF THE E/2 OF THE SW/4 OF THE SE/4 OF SECTION 13, T-17-N, R-15-E

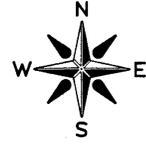
R-15-E



LOCATION MAP  
14,580 AC  
65 LOTS

**OWNER:**  
THOMAS R. STONE III &  
SHARON D. STONE  
ROUTE 2  
COWETA, OKLAHOMA 74429  
PHONE (918) 483-3694

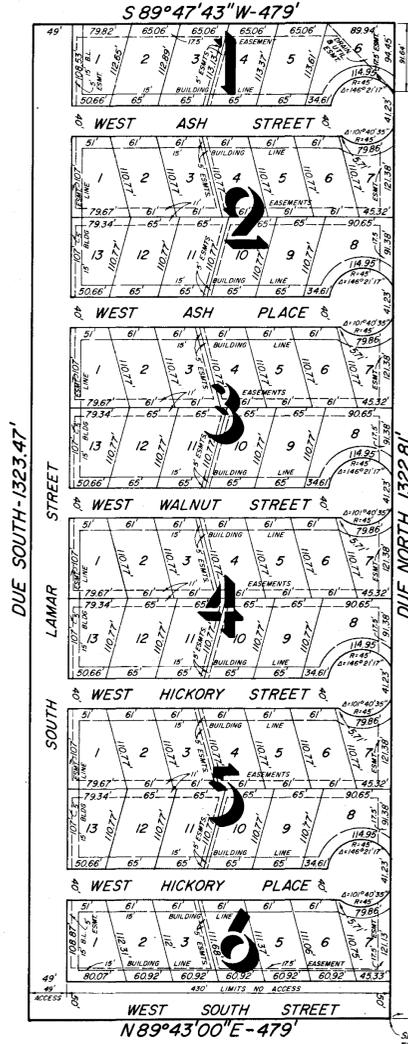
**ENGINEER:**  
LANSFORD ENGINEERING CO.  
311 NORTH ASPEN  
BROKEN ARROW, OKLAHOMA 74012  
PHONE (918) 251-1537



SCALE: 1"=100'

Plat Cabinet 3 - 235A - 235B

STATE OF OKLAHOMA )  
COUNTY OF TULSA )  
Filed for Record in the Office of the  
COUNTY CLERK AND RECORDED  
SEP 30 1982  
AT 3:50 PM  
LORNA GARDNER, County Clerk  
By [Signature]



We certify this to be a true and correct copy of the original.  
L. L. Ridgway Company, Inc.  
By [Signature]

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR WESTWOOD

KNOW ALL MEN BY THESE PRESENTS:

THAT THOMAS R. STONE III and SHARON D. STONE, husband and wife, hereinafter referred to as "OWNER", are the owners of the following described land in the City of Coweta, County of Wagoner, State of Oklahoma, to-wit:

All that part of the East 479.00 feet of the SW/4 SE/4 of Section 13, T-17-N, R-15-E, Wagoner County, State of Oklahoma, more particularly described as follows:

Beginning at the Southeast corner of said SW/4 SE/4; said beginning point being S 89° 43' 00" W, 1324.73 feet from the Southeast corner of said Section 13; Thence Due North along the East boundary of said SW/4 SE/4 1322.81 feet; Thence S 89°47'43" W 479.00 feet; Thence Due South 1323.47 feet to a point in the South boundary of said SW/4 SE/4; Thence N 89° 43' 00" E 479.00 feet to the point of beginning, containing 14,580 acres more or less.

AND THAT they do hereby certify that they have caused the same to be surveyed and staked into lots, streets, avenues, as shown on the attached plat, and they hereby adopt said plat under the name of "WESTWOOD", an addition to the City of Coweta, Wagoner County, State of Oklahoma.

### SECTION I. STREETS, EASEMENTS AND UTILITIES.

A. **Public Streets and General Utility Easements:** The Owner does hereby dedicate to the public use the streets and avenues shown on the attached plat and does further dedicate to the public use forever the easements shown and designated on the attached plat for the several purposes of constructing, operating, maintaining, repairing, removing, and replacing any and all public utilities including storm sewer, telephone lines, cable television 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, conduits, pipes, valves, meters, and any other appurtenances thereto with the right of ingress and egress into and upon said easements for the uses and purposes aforesaid together with similar rights in each and all of the streets shown on said plat; provided, however, that it does hereby reserve the right to construct, operate, maintain, 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 shown on said plat, and over, across and along all strips of land included within the easements shown thereon, both for the purposes of furnishing water and/or sewer services to the area included in said plat and to any other areas.

B. **Underground Electric Service:** Overhead pole lines for the supply of electric service may be located along the North, South and West sides of the addition. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision all supply lines shall be located underground. In the easements 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.

Underground service cables to all structure which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structures as may be located upon each of said lots; provided that upon the installation of such a service cable to a particular structure, 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 structure.

The supplier of electric service, through its proper agents and employees shall at all times have 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.

The Owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent alteration of grade or construction activity which may interfere with said electric facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric services and the Owner of each lot agrees to be bound hereby.

C. **Limits of No Access:** The Owner hereby relinquished right of ingress to the property comprising the subdivision within the bounds designated as "LIMITS OF NO ACCESS (INA)" except as may hereafter be released, altered or amended by the Coweta City Council, Planning Commission or its successors, or as otherwise provided by the laws of the State of Oklahoma pertaining thereto.

### SECTION II. RESTRICTIONS.

WHEREAS the Owner desires to establish restrictions for the purpose of providing a uniform system of development and to insure adequate restrictions for the mutual benefits of the Owner, its successors and assigns.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner its successors and assigns.

- USE OF LAND:** All lots shall be known and described as residential lots and shall be used for single-family mobile home residences and purposes and no duplexes, apartments or any type of multi-family dwelling shall be erected on any lot.
- Single family residential mobile trailers shall be used, meeting the following minimum specifications: Mobile homes purchased and moved to the addition must be not more than seven (7) years old and not less than ten feet (10') by fifty feet (50') in size. Approved aluminum or masonry skirting must be installed under mobile homes by owner within two (2) months of occupancy. Any addition to a single residential mobile trailer shall be only a type specifically manufactured to be joined together.
- All building construction shall be consistent with the applicable area municipal, City and State Codes. All installation placed on said lots shall comply with the ordinances, regulations and restrictions placed thereon by the appropriate municipal, City and/or regulatory agencies having concurrent jurisdiction over the addition.
- No building or parts thereof except open porches and terraces shall be constructed and maintained on said lots nearer to the front lot lines than the building lines established as shown on the accompanying plat of said addition. By "Open Porches" is meant a porch that is not enclosed in the front and sides so as to obstruct the view from the side of said porch. Any outbuildings such as animal shelters, storage buildings, etc. shall be constructed on the rear 1/3 of the lot, and such buildings shall not exceed 22' x 18' with a 4-12 roof pitch. Any such outbuildings shall be enclosed on all four sides, and shall be located not less than 10 feet to any lot line.
- No commercial trade or business shall be carried on at any time and no noxious or offensive trade or activity shall be carried on upon any tract.
- No fences, whether ornamental or otherwise, shall be erected nearer to the front tract line than the building line as shown on the recorded plat. No fence of solid construction which may obstruct light and view shall be constructed more than six (6) feet in height on any lot.
- Perpetual easements for utilities for the public use are reserved upon the tracts as noted on the recorded plat.
- No boats, campers, travel vehicles, or similar articles shall be parked or stored forward of the rear 1/2 of the mobile home on each lot, and the parking or storage of unused motor vehicles is prohibited.
- No mobile home or building shall be rented or leased, but must be occupied by the owner.
- All wiring added between structures must be placed underground.
- The original purchaser of each lot shall be responsible for the construction of "off-street", hard surface parking to accommodate at least two (2) automobiles per lot, as on street resident or guest parking is prohibited.  
The City of Coweta is hereby made a party to this restriction and therefore also has the right to enforce same. The owner of each lot must maintain this off-street parking in excellent condition.
- The purchaser of each lot shall be responsible for the installation and repair of all utility connections from his residence to the existing public mains and lines existing in the easements adjacent to the lot.

### B. MINIMUM LOT SIZE:

- No lot shall be lot-split or resubdivided into any lot having an area less than those shown on the plat of "WESTWOOD".
- No building shall be placed nearer any side lot line than 10 feet nor nearer to any street line than the building line shown on the attached plat nor over and/or upon any easement area or nearer to a street than the building setback line depicted on the plat.

### C. COMMERCIAL STRUCTURES:

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

### D. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

### E. NOXIOUS ACTIVITY:

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall trash, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

### F. SIGNS PROHIBITED:

No sign, placard, or other means of advertising that offers anything, including services, for sale, trade, or loan, shall be displayed any place in the subdivision except that this restriction shall not limit the use of suitable signs, of the type commonly used by real estate agents, that offer property for sale.

### G. EXISTING BUILDING:

No existing erected building of any sort may be moved onto or placed on any lot. This does not include manufactured mobile homes or manufactured storage buildings.

### H. TEMPORARY STRUCTURE:

No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.

### I. VEHICLE STORAGE AND PARKING:

No inoperative vehicle shall be stored on any lot except within an enclosed garage.

### J. REFUSE:

No trash, ashes, or any other refuse, shall be stored in the open in the subdivision, or along any street therein or adjacent thereto, nor shall any trash or refuse receptacle be constructed or placed in such a manner that it can be seen from the street or adjacent properties. Any such receptacle shall be covered in such a manner to prevent escape of noxious odors and to prevent entrance and/or exit of insect, animal life and such receptacle shall be of the buried type or suitably screened from view. This does not prevent the placement of packaged trash at the curb for collection, as required by the city, only on those days specified by the city for this purpose.

### K. LAWNS:

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, or plants which die shall be removed from the property.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY.

A. **Enforcement:** The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owners, their successors and assigns and all parties claiming under them. The covenants shall inure to the benefit of all owners of lots within the subdivision. If the undersigned Owners or their successors or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning a lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or to compel compliance with the covenants or to recover damages for such violations.

B. **Duration:** These restrictions shall remain in full force and effect until September 1, 2006, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided. After 2006, the then owners of a majority of the lots in said Addition may, with the approval of the City of Coweta, change or vacate these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and by the City of Coweta and duly filed for record in the Office of the County Clerk of Wagoner County, Oklahoma.

C. **Severability:** Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this document this 30<sup>th</sup> day of Sept, 19 82.

ATTEST:

SECRETARY:

STATE OF OKLAHOMA )  
                                  )SS

COUNTY OF TULSA )

Before me the undersigned, a Notary Public in and for said County and State, on this 30<sup>th</sup> day of Sept, 19 82, personally appeared Thomas R. Stone III, and Sharon D. Stone to me known to be the identical persons who subscribed their names to the foregoing instrument as its owners, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth therein.

My Commission expires: 21 November 1984.

[Signature] Thomas R. Stone III  
THOMAS R. STONE III  
[Signature] Sharon D. Stone  
SHARON D. STONE

[Signature] Raymond E. Lansford  
RAYMOND E. LANSFORD FOR LANSFORD ENGINEERING COMPANY

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

My Commission Expires: June 12<sup>th</sup>, 1983  
[Signature] Elton Tolly Rainbolt  
Mayor

[Signature] Gary R. Howell  
Notary Public

[Signature] Betty Beards City Clerk/Wagoner

I, the undersigned, the duly qualified and authorized County Treasurer of Wagoner County, Oklahoma, do hereby certify that according to the above plat, the taxes on the above description are paid.

[Signature] Ruby M. Roberts, County Treasurer  
[Signature] Deputy