

# WOODLAND VIEW

An Addition to the City of Coweta, Wagoner County, Oklahoma. A Subdivision of the E/2, SW/4 Section 19, Township 17 North, Range 16 East.

Plat Book 1 Page 1  
OCT 27 1976  
J-B ENGINEERING CO.  
TULSA, OKLA. 74135

OWNER:  
TRI-KAY DEVELOPERS, INC.  
ROUTE 2 BIXBY, OKLA 74008

J-B ENGINEERING CO.  
6127 E 31<sup>ST</sup> STREET  
TULSA, OKLA. 74135

## DEED OF DEDICATION FOR WOODLAND VIEW

### KNOW ALL MEN BY THESE PRESENTS:

That TRI-KAY DEVELOPERS, INC., an Oklahoma Corporation, is the owner of the following described property in Wagoner County, State of Oklahoma, to-wit:

A tract of land situated in the E/2 of the SW/4 of Section 19, Township 17 North, Range 16 East, Wagoner County, Oklahoma, being more particularly described as follows: Beginning at the Northeast Corner of said E/2 SW/4; Thence S 0°08'18" W and along the East line of said E/2 SW/4 for 438.18 feet; Thence Due West for 1110.14 feet; Thence Due North for 52.69 feet; Thence Due West for 215.03 feet to a point on the West line of said E/2 SW/4; Thence N 0°00'15" W and along the West line of said E/2 SW/4 for 1333.91 feet to the Northwest Corner of said E/2 SW/4; Thence S 89°53'44" E and along the North line of said E/2 SW/4 for 1326.81 feet to the point of beginning and containing 41.719 acres more or less.

and have caused the same to be surveyed, platted and staked into lots, blocks and streets as shown on the attached plat and survey thereon, and which plat is made a part hereof and has given to said addition the name of "WOODLAND VIEW" an addition to the City of Coweta, Wagoner County, State of Oklahoma, and:

NOW THEREFORE, the Owner 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 themselves and their successors in title to the subdivision 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 October 1, 1996, 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 or successors shall violate or attempt to violate any of the covenants therein, it shall be lawful for any other person or persons owning a property situated in said development of the subdivision to prosecute any proceeding 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 judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. All lots in the Addition shall be known and described as residential lots, and shall be used for residential purposes only. No more than One (1) single family residence shall be erected, altered placed or permitted to remain on any lot other than a single family residence.
2. No single family residence, the ground floor area of which is less than 1300 square feet, exclusive of open porches and garage shall be constructed on any lot.
3. No single family residence shall be constructed which design incorporates a flat roof. All residences shall have a roof pitch of not less than Two and One-Half feet in Twelve feet (2 1/2' : 12'). All residences shall contain a minimum of Three (3) bedrooms, One and One-Half Baths and a Two (2) car garage. All residences shall have a minimum of 75% brick or masonry, excluding window and door openings.
4. No single family residence or open porch shall be located nearer to the front lot line, nor nearer to the side street line than the building lines shown on the attached plat. No residence shall be located nearer than Five (5) feet to any side lot line.
5. No fence shall 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.
6. No structure previously used shall be used on any lot in this addition.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
8. All drive-ways shall be a minimum of Twenty (20) feet in length.
9. No mobile home of any nature shall be used for a residence either temporarily or permanently.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.
11. All water and sewage disposal systems shall comply with standards and specifications of the Wagoner County and Oklahoma State Department of Health Requirements.
12. No sign of any kind shall be displayed to the public view on any residential lot except One (1) professional sign of not more than One (1) square foot, or One (1) sign of not more than Five (5) square feet advertising for sale or rent, or signs used by a builder to advertise the property during construction and sales period.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, said household pets shall be confined in a yard or on a leash.
15. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
16. Overhead pole lines for the supply of electric service may be located along the front, sides and rear of all lots in the addition. Street light poles or standards may be served by underground cable, elsewhere throughout the addition, the supply lines may also 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.
  - a. Except to houses on lots described in paragraph (16.) 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 Overhead pole, service pedestal or transformer to the point of usage determined by the location and construction of such houses 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 (5) foot strip extending 2.5 feet on each side of such service cable extending from the overhead pole, service pedestal or transformer to the service entrance of said house.
  - b. 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 facilities so installed by it.
  - c. 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, 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.
  - d. The foregoing covenants (16a thru 16d) concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

NOW THEREFORE, THE UNDERSIGNED does hereby dedicate for public use all of the streets and public places shown on the attached plat, and does further dedicate for public use forever the easements and rights-of-way as shown and designated on the attached plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric lines and transformers, gas lines and water lines together with all fittings and equipment for each of such facilities, including the poles, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and 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 reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress shown on said plat and over, across and along all strips of land included within the easements shown thereon, both for the furnishing of water and/or sewer service to the area included on said plat and to any other area.

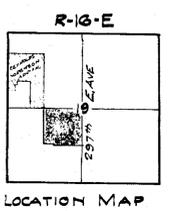
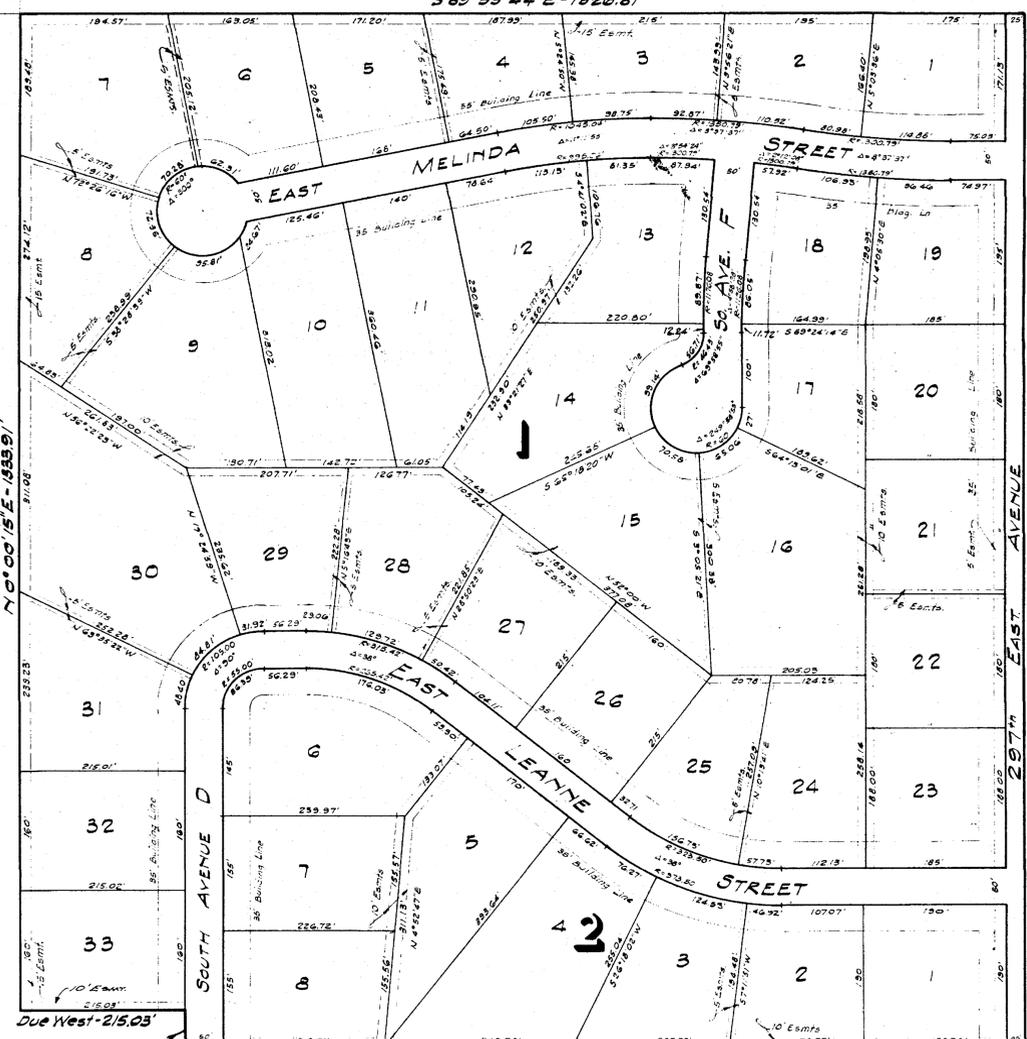
WITNESS our hands and seal on this 27<sup>th</sup> day of OCTOBER 1976.

ATTEST:  
TRI-KAY DEVELOPERS, INC., an Oklahoma Corporation  
Bob L. Ketchum, Secretary  
Richard C. Ketchum, President

STATE OF OKLAHOMA } SS  
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 27<sup>th</sup> day of October 1976, personally appeared RICHARD C. KETCHUM, to me known to be the identical person who subscribed the name of the said Corporation to the 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 said Corporation for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.  
By Commission Expires: April 24, 1980  
Notary Public



CERTIFICATE OF COUNTY TREASURER:  
I, Donna J. DeLoach County Treasurer of Wagoner County, Oklahoma, do hereby certify that the 1976 taxes and all back taxes have been paid according to the 1976 tax roll.  
Dated this 27<sup>th</sup> day of October 1976.  
Donna J. DeLoach  
COUNTY TREASURER, WAGONER COUNTY, OKLAHOMA.

CERTIFICATE OF COUNTY SANITARIAN:  
I, Ernest Allen County Sanitarian of Wagoner County, Oklahoma, do hereby certify that all lots on the attached plat meet the requirements of the Oklahoma State Department of Health with respect to lots which are served by municipal water, and individual sewage disposal systems.  
Dated this 27<sup>th</sup> day of October 1976.  
Ernest Allen R.P.S. #372  
COUNTY SANITARIAN, WAGONER COUNTY, OKLAHOMA.

CERTIFICATE OF SURVEY:  
I, JOE E. DONELSON, a Registered Professional Engineer and a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked the lots and blocks and the real estate and premises dedicated as "WOODLAND VIEW" an addition to the City of Coweta, Wagoner County, Oklahoma, and that the attached plat is a true and correct representation of said survey showing the length, width and depth of the lots, blocks and the names, widths, boundaries and extensions of all streets.  
WITNESS my hand and seals on this 27<sup>th</sup> day of October 1976, at Tulsa, Tulsa County, Oklahoma.  
J-B ENGINEERING CO.

STATE OF OKLAHOMA } SS  
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 27<sup>th</sup> day of October 1976, personally appeared JOE E. DONELSON, to me known to be the identical person who subscribed his name to the 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 J-B Engineering Co., for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.  
By Commission Expires: April 24, 1980  
Notary Public