

1983 JUL -5 10:17  
JERRY FIELDS  
COUNTY CLERK

DEED OF DEDICATION  
FOR  
WOODLAND VIEW SECOND ADDITION

# WOODLAND VIEW SECOND ADDITION

TO THE CITY OF COWETA, WAGONER COUNTY,  
OKLAHOMA, A SUBDIVISION OF A PART OF THE  
SE 1/4 SW 1/4 OF SEC. 19, T-17-N, R-16-E

KNOW ALL MEN BY THESE PRESENTS:  
That CARL L. KETCHUM & TIMOTHY L. KETCHUM, are the owners of the following described property in Wagoner County, State of Oklahoma, to-wit:  
A tract of land situated in the E 1/2 of the SW 1/4 of Section 19, T-17-N, R-16-E, Wagoner County, Oklahoma, being more particularly described as follows, to-wit: Beginning at the Southeast corner of Said SW 1/4, Thence N 89° 54' 00" W and along the South line of Said SW 1/4 for 1022.25 feet; Thence Due North for 195.87 feet; Thence Due East for 7.00 feet; Thence Due North for 734.00 feet; Thence Due East for 1016.41 feet to a point on the East line of Said SW 1/4; Thence S 0° 04' 18" W for 931.65 feet to the point of beginning and containing 21.7371 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 SECOND ADDITION" an addition to the City of Coweta, Wagoner County, State of Oklahoma, and  
NOW THEREFORE, THE UNDERSIGNED does hereby dedicate for public use all 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 and communication 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 areas included on the said plat and to any other areas.

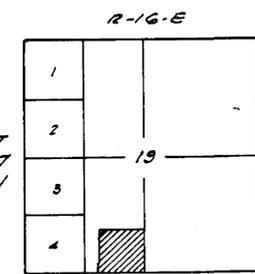
NOW THEREFORE, the Owner does hereby dedicate for public use all of the streets as shown on said plat and does hereby guarantee the title to all of the land covered by said streets, and for the purpose of providing an orderly development of the above described real estate, and in order to provide adequate 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 then until July 1, 1998, at which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless by a vote of a majority of the 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 any 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.

- 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.
- No single family residence, the ground floor area of which is less than 1000 square feet, exclusive of open porches and garages, shall be constructed on any lot.
- No single family residence shall be constructed which design incorporates a flat roof. All residences shall have a roof pitch of not less than Four feet in Twelve feet (4 : 12) and all residences shall have a One foot (1') roof overhang from outside of brick or siding line. All residences shall contain a minimum of Three (3) bedrooms, One and One-Half (1 1/2) baths and a Two (2) car garage. All garages will have either one 15 foot door or two 8 foot doors. All residences shall have a minimum of 40% brick or masonry outside construction, excluding window and door openings.
- No single family residence or open porches 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.
- 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 at any time as a residence either temporarily or permanently.
- 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.
- No structure previously used shall be moved onto any lot in this addition. No mobile home of any nature shall be used for a residence either temporarily or permanently.
- 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.
- 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.
- 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.
- 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.
- 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, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structures designed for use in the boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- Overhead pole lines for the supply of electric service may be located along the South and East boundary 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.
  - Except to houses on lots described in paragraph (a) 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 thereafter be deemed to have a definitive, permanent, effective and exclusive 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.
  - 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 the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for the ordinary maintenance of underground 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 service, and the owner of each lot agrees to be bound hereby.

WITNESS our hands on this 23 day of June, 1983.  
Carl L. Ketchum  
CARL L. KETCHUM  
Timothy L. Ketchum  
TIMOTHY L. KETCHUM  
STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS  
Before me, the Undersigned, a Notary Public in and for said County and State, on this 23 day of June, 1983, personally appeared CARL L. KETCHUM, to me known to be the identical persons who subscribed the name of the maker to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.  
WITNESS my hand and seal on the day and year last above written.  
My Commission Expires: Nov. 30, 1984  
Richard C. Brantley  
NOTARY PUBLIC

OWNER:  
CARL L. KETCHUM &  
TIMOTHY L. KETCHUM  
1100 W. JASPER  
BROKEN ARROW, OK  
1-918-455 0138

PROFESSIONAL SURVEYING INC.  
1523 SO HARVARD AVE.  
TULSA, OKLA. 74112  
744-5252

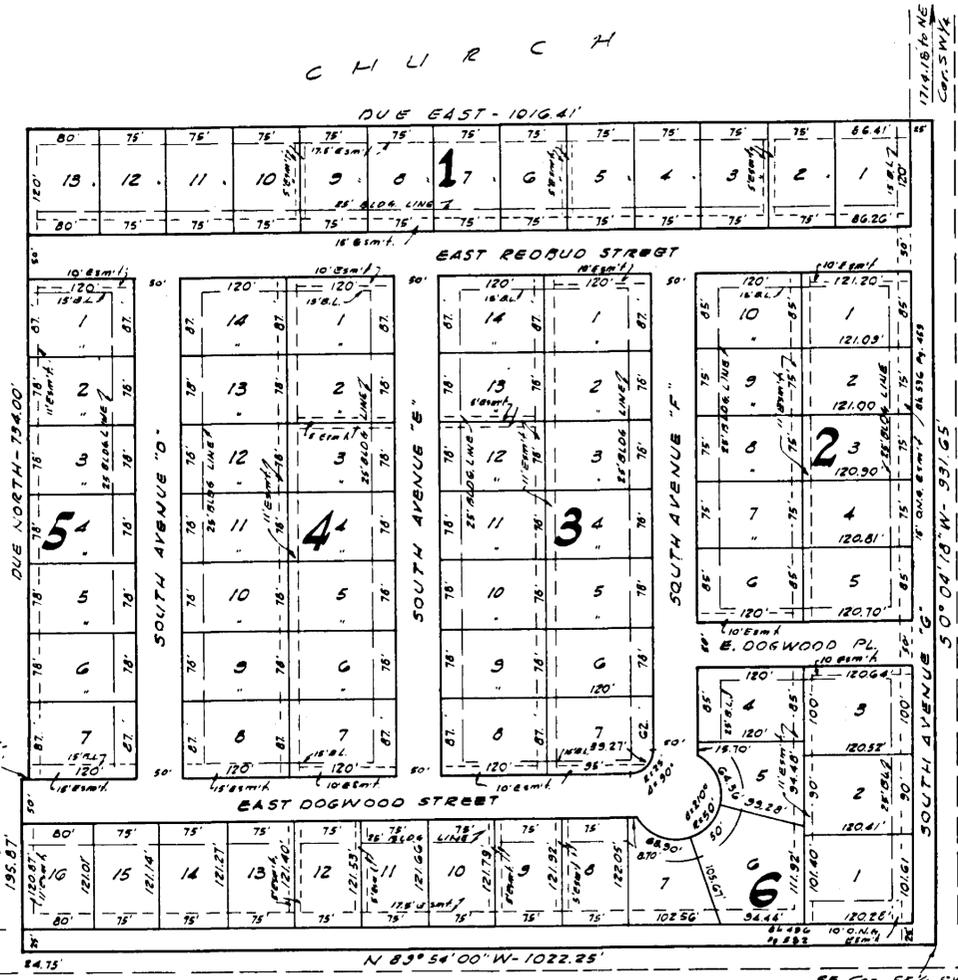


LOCATION MAP

SCALE: 1" = 100'

21.7371 ACRES  
74 LOTS

UNPLATTED



UNPLATTED

CERTIFICATE OF SURVEY

I, R.G. Leitheit, 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 SECOND ADDITION", 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 all the lots, blocks and the names, widths, boundaries and extensions of all streets.  
WITNESS my hand and seal on this 15<sup>th</sup> day of JUNE, 1983, at Tulsa, Tulsa County, Oklahoma.

PROFESSIONAL SURVEYING INC.  
R.G. Leitheit, President, Registered Land Surveyor  
R.G. Leitheit

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me, the undersigned, a Notary Public in and for said county and State, on this 15 day of June, 1983, personally appeared R.G. Leitheit, 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 for the uses and purposes therein set forth.

WITNESS my hand and seal on the day and year last above written.  
My Commission Expires: Nov. 30, 1984  
Richard C. Brantley  
NOTARY PUBLIC

MIDCONTINENT REPRODUCTIONS INC.  
certify that this reproduced copy meets the permanent requirements of the State of Oklahoma Statute, Section 1,110, S1271, Section 518 Amended September 5, 1975.

Date: 6/23/83  
H. G. Leitheit  
Surveyor

CERTIFICATE OF COUNTY TREASURER  
I, Patsy Coates, County Treasurer of Wagoner County, Oklahoma, do hereby certify that the 1983 taxes and all back taxes have been paid.  
Dated this 29 day of June, 1983.  
Patsy Coates  
County Treasurer, Wagoner County, Oklahoma