PEACEFUL VIEW ADDITION # TWO

BEING A SUBDIVISION OF PART OF THE SW/4 OF SECTION 33 - T14N - R22E

CHEROKEE COUNTY, OKLAHOMA

NOT AN OFFICIAL COPY

OWNERS' CERTIFICATE AND RESTRICTIONS :

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Ronald E. Miller and Gail S. Miller, husband and wife, hereinafter referred to as 'owner' are the only persons, corporation or corporations having any title, right or interest in and to all of the lands embraced and included in PEACEFUL VIEW ADDITION, Cherokee County, Oklahoma, now platted into lots, streets and easements as shown in the plat of PEACEFUL VIEW ADDITION recorded in Book of plats at page record of Cherokee County, Oklahoma, more particularly being described as follows:

A parcel of land in the SW 1/4 of Section 33, Township 14 North, Range 22 East of the Indian Meridian, in Cherokee County, Oklahoma, Described as follows, to wit: Beginning at a point 48.00' North of the SE corner of SW SE NW SW of Section 33-T 14 N-R 22 E, Cherokee County Oklahoma.

Thence N 00-00-40 W for a distance of 618.27 feet,
Thence S 89-53-20 W for a distance of 661.00 feet,
Thence S 00-00-20 W for a distance of 862.30 feet,
Thence N 89-53-20 E for a distance of 30.00 feet,
Thence S 00-00-00 E for a distance of 140.00 feet,
Thence N 89-53-20 E for a distance of 409.50 feet,
Thence N 11-05-30 W for a distance of 15.00 feet,
Thence along the West R/W of the County Road, with a radius of 160.00 feet for a distance of 223.00 feet,
Thence S 13-12-15 E for a distance of 40.00 feet,
Thence N 76-17-15 E for a distance of 126.70 feet,
to the point of Beginning.

And the above named OWNER has caused the same to be surveyed, platted and staked into lots, and streets in conformity with the plat on sheet one which it hereby adopts as the plat of the above described land under the name of PEACEFUL VIEW ADDITION in Cherokee County, Oklahoma.

And the undersigned OWNER hereby dedicates for public use the surface title only in and to all streets shown on said plat, and does further dedicate for public use forever the easements and right-of-ways as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing all public utilities, including 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, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the rights of ingress and egress upon said easements and right-of-way for the uses and purposes afore said, 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 and sewer lines together with the rights of ingress 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 purpose of furnishing water and/or sewer service to the area included in said plat and to any other areas, and to sell, lease or assign said system.

For the purpose of providing an orderly development of all of the lots included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and his successors in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on the entire plat of PEACEFUL VIEW ADDITION to which it shall be incumbent upon its successors in title to adhere, and any person or person, corporation or corporations, hereinafter becoming the owner or owners, although directly or through any subsequent transfers, or in any manner whatsoever of any lot or lots included in PEACEFUL VIEW ADDITION shall take, hold and convey the same subject to the following restrictions and reservations, to wit.

(1) No building shall be erected, placed or altered on any lot located in the above described addition until after the building plans, specifications and plot plans showing the location of such building shall have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to the side lot and front building set-back lines by majority of the Architectural Committee composed of Ronald E. Miller, Gail S. Miller, and James W. Miller or their duly-authorized representative or representatives or successors. The aforesaid committee, their authorized representatives or successors shall meet at regularly established intervals not to exceed 30 days for the purpose of consideration of all building plans, specifications and plot plans received prior to the established meeting date. Within 15 days after such consideration, the committee shall provide written approval or disapproval of each submission and in the event of disapproval shall include the reason for disapproval. The written approval of the submitted building plans, specifications and plot plans or the written granting of waiver of specific terms of these covenants shall be the sole basis for establishing compliance with this covenant. The granting of waiver of any term of this covenant shall be on the basis of individual submission and shall not be construed as abrogation or amendment of said terms or condition as it pertains to other, succeeding or additional submissions.

(2) All lots in the addition shall be reserved exclusively for use as residential lots and no structures shall be erected, altered, placed or permitted to remain on any of such lots other than one single family residence. Private boat and/or automobile garages, storage or utility buildings, barns, pet or animal shelters or other structures for any purpose shall be attached to, or joined by breezeway or roofed to, the residence structure and shall be of the same or compatible construction materials and architectural style. The principal external material of all buildings in said addition shall be brick, stone, or some other material satisfactory to the Architectural Committee above designated.

(3) In the lots above described, no buildings or structures of any sort shall ever be placed, erected or used for church business, professional trade or commercial, town, or municipal purposes.

(4) No trailer, mobile home, basement, or tent located on any lot in said addition shall at any time be used as a main residence, temporary or permanent, or shall any other structure of a temporary character be used as a main residence except when approved by the Architectural Committee while a home is being constructed.

(5) No trash, ashes or any other refuse may be thrown or dumped on any lot or area of PEACEFUL VIEW ADDITION.

(6) The erection, construction or maintenance of bill boards, advertising boards or other similar structures, is hereby prohibited on any lot. This prohibition, however, shall not affect signs or billboards advertising sale of such property, provided they do not exceed eight (8) square feet in size, unless specific written consent for a larger sign is obtained from the Architectural Committee above designated.

(7) No building, nor any part thereof, shall ever be located nearer the front lot line, nor nearer the side street lot line, than the building set-back line as described in this restriction of said portion of PEACEFUL VIEW ADDITION and identified as building limit line, the same being a 35 foot front lot and 15 foot side building lines.

Moreover, no residence, detached garage or other buildings shall be located nearer the side lot line than a distance of fifteen (15) feet. Where the whole or parts of two adjoining lots are used as one building site, then the aforesaid side building line restriction shall not apply to the contiguous sides of said lots, but shall apply to the exterior boundaries of the actual building site used.

(8) No single family residential building shall ever be constructed or erected on any lot in PEACEFUL VIEW ADDITION unless the total fully enclosed floor area of such single family residence, exclusive of porches, breezeways, carports, or other open or partially open unroofed structures, is in compliance with the following space restrictions, to wit:

1,200 Square Feet Lots 1-11	1,600 Square Feet Lots 12-24

Lots 7 and 17 must be used as one building site with the restrictions the same as #7.

(9) The exterior of any structure erected on any lot must be completely finished within 12 months from the commencement of construction and any temporary dwelling must be removed.

(10) Every residence erected on any lot of said portion of said addition shall front or present a good frontage on the street or streets on which said plot fronts. Houses on corner lots shall have a presentable frontage on both streets. The Architectural Committee above designated shall approve such frontage and may designate which street shall constitute the front of any individual building site.

(11) Subject to the provisions in favor of the owners hereinafter easements for public utilities installation and maintenance are hereby reserved across the front 10 feet of all lots and along the side of certain lots, and as designated in the other places, in accordance with the designation shown upon the aforementioned plat of said PEACEFUL VIEW ADDITION.

The owner specifically reserves the right at any time thereafter to amend, extinguish or vacate the aforesaid utilities easements and rights of way to all or any portion of the above described property insofar as such utility easements and rights of way are not actually in use.

(12) All fences and walls constructed, placed, or maintained on any lot or block in said addition must be approved in writing by the Architectural Committee, prior to its construction or erection, and no such wall or fence shall in any event whatsoever exceed five (5) feet in height. Any hedges grown or located between the front lot line and/or side street and the front building limit line and/or side street set-back line on any lot in said addition must not exceed six (6) feet in height and must be kept trimmed in a neat condition as determined by the Architectural Committee.

(13) Any area, lot, hedge, building, vehicle, dead trees, or any other thing or activity that constitutes an eyesore or public nuisance as determined by the Architectural Committee must be removed, remodeled, or activity ceased.

(14) Each lot or groups of lots if more than one is used to build one home, must provide off-the-street parking for 2 autos.

(15) All septic tanks and lateral line fields must be approved by the State Health Department and written proof must be presented upon request by the Sequoyah County Water Association.

(16) The Architectural Committee shall consist of not more than seven (7) members and shall be elected by majority vote of lot owners in PEACEFUL VIEW ADDITION and PEACEFUL VIEW ADDITION TWO. Not more than four (4) property owners from PEACEFUL VIEW ADDITION TWO may be elected, three (3) property owners from PEACEFUL VIEW ADDITION TWO may be elected. Said election shall be held no later than January 31 of every second year. The first election shall be held in 1975. Notice of election shall be announced to property owners 30 days in advance. Present committee members above mentioned shall serve until first election and may appoint additional members (not to exceed seven) to serve with the committee until the first election.

(17) Should the owners and/or tenants of any lot or lots in said portion of PEACEFUL VIEW ADDITION violate any of the restrictive covenants and/or conditions contained herein and thereafter refuse to correct the same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any lot in said portion of PEACEFUL VIEW ADDITION may institute legal proceedings to enjoin, abate, and correct such violations, and the owner of the lot or lots committing the violation of such restriction and/or conditions, shall pay all attorney fees, court costs and other necessary expense incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorneys fee to be fixed by the court. It is further agreed that the amount of such attorney fees, court costs, and other expenses allowed and assessed by the court, together with any damages rendered by the court for the aforesaid violation or violations shall become a lien upon the land as of the date the legal proceedings are originally instituted, such restrictions in the same manner as liens upon real estate, the procedure for which is fixed by statute.

(18) The covenants herein stated run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 1993 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of two-thirds of the then owners of lots in PEACEFUL VIEW ADDITION it is agreed to change such covenants in whole or in part, the intent hereof is that the covenants shall be perpetual but that an option is hereby granted to the owners to change or revoke the same or any part thereof, by a vote of two-thirds of the then owners on January 1, 1994 and a similar option is granted at the expiration of each ten-year period thereafter.

(19) The invalidation of any one of the covenants above stated by judgment or order of the court shall in no wise affect any other of the provisions herein contained, but shall remain in full force and effect

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 27 day of Nov, 1973.

ACCEPTANCE OF DEDICATION BY COUNTY COMMISSIONERS:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE PLAT HEREON OF THE PEACEFUL VIEW ADDITIONS, A SUBDIVISION OF CHEROKEE COUNTY, OKLAHOMA, ARE HEREBY ACCEPTED, PROVIDED THAT THE DEVELOPER FURNISH AND INSTALL ADEQUATE DRAINAGE STRUCTURES, FOR ALL STREETS, AND BUILDING SITES.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, CHEROKEE COUNTY, OKLAHOMA, THIS 27 DAY OF Nov, 1973.

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST

COUNTY CLERK

COUNTY TREASURER'S CERTIFICATION

I, duly elected, qualified and acting County Treasurer of Oklahoma, that the tax records of said County show for the year of 1972 and prior years on the lands in PEACEFUL VIEW ADDITION in Cherokee County, State of Oklahoma.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Tahlequah, Oklahoma, this 26 day of Nov, 1973.

COUNTY TREASURER

CHIEF DEPUTY

My Commission expires:
9-25-77

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