

#328200

CERTIFICATE OF DEDICATION

Dated: November 21, 1973
Filed: February 27, 1974 at 4:10 PM

PLAT #3494

INDIAN SPRINGS ESTATES 4TH ADDITION
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA
COUNTY, OKLAHOMA, LOCATED IN A PART OF THE N/2
OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 14 EAST

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, EVANS & MITCHELL OF OKLAHOMA, INC., an Oklahoma corporation is the owner of the following described land in the County of Tulsa, State of Oklahoma, to-wit:

A tract of land situated in the N/2 of Section 10, Township 17 North, Range 14 East, Tulsa County, Oklahoma being more particularly described as follows, to-wit: Beginning at a point 2057.87 feet due South and 503.19 feet due East of the Northwest corner of said Section 10; Thence N 35°37'38" E for 166.67 feet; thence N 58°48'43" E for 36.92 feet; thence S 56°12'15" E for 117.81 feet; thence N 28°03'28" E for 0.00 feet; thence along a curve to the right with a radius of 50.00 feet for 10.02 feet; thence N 56°12'15" W for 113.45 feet, thence N 58°48'43" E for 309.66 feet; thence N 48°44'11" E for 435.44 feet; thence N 77°39'39" E for 163.31 feet; thence N 1°07'22" E for 109.71 feet; thence along a curve to the right with a radius of 289.32 feet for 86.91 feet; thence N 18°20'00" E for 66.35 feet; thence along a curve to the left with a radius of 125.00 feet for 26.70 feet; thence N 78°54'20" E for 51.64 feet; thence S 1°05'135" E for 0.00 feet; thence along a curve to the right with a radius of 175.00 feet for 52.66 feet; thence S 18°20'00" W for 66.35 feet; thence along a curve to the left with a radius of 239.32 feet for 71.89 feet; thence S 1°07'122" W for 109.71 feet; thence S 60°31'15" E for 128.35 feet; thence S 89°05'108" E for 374.10 feet; thence N 75°28'135" E for 588.96 feet; thence N 75°23'31" E for 132.19 feet; thence N 69°47'46" E for 150.80 feet; thence S 72°43'100" E for 199.53 feet; thence S 5°06'50" W for 136.80 feet; thence S 85°15'07" W for 132.74 feet; thence S 21°54'49" W for 0.00 feet; thence along a curve to the left with a radius of 75.00 feet for 21.17 feet; thence N 85°15'07" E for 135.89 feet; thence S 5°06'50" W for 42.25 feet; thence S 4°44'53" E for 199.57 feet; thence S

14°17'47" E for 199.81 feet; thence S 30°01'18" E for 299.96 feet; thence S 12°57'42" W for 104.94 feet; thence S 36°28'12" W for 93.72 feet; thence S 13°58'48" W for 199.73 feet; thence S 0°30'59" W for 36.92 feet; thence N 88°50'48" W for 832.12 feet; thence N 88°48'12" W for 944.96 feet; thence N 36°16'57" W for 168.29 feet; thence N 68°06'31" W for 410.35 feet; thence N 54°22'12" W for 329.76 feet to the point of beginning and containing 59.1652 acres more or less.

and has caused the above land to be surveyed, staked, platted and subdivided into lots, blocks and streets, and have designated the same as "INDIAN SPRINGS ESTATES 4TH ADDITION", an Addition to the City of Broken Arrow, Tulsa County, Oklahoma.

NOW THEREFORE, THE UNDERSIGNED, EVANS & MITCHELL OF OKLAHOMA, INC., an Oklahoma Corporation does hereby dedicated for public use 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 sub divisions 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 September 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote 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, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any property situated in said development of 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 judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. All plans and specifications must be submitted to the Developer or his duly authorized representative for written approval prior to start of construction.
2. Walks, driveways and patios must be shown on plot plan accompanying house plans when submitted to the Developer prior to start of construction. No white chat walks or driveways will be permitted.

#320200

-3-

Materials may be brick, concrete or asphalt. River gravel may be used for walkways when compatible to design or residence.

3. Duplication of plans will be permitted only where there is at least four (4) lots between locations for such duplications. Duplication of floor plans with a complete change of exterior styling will be permitted whereat least two (2) lots are between the locations.

4. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two (2) stories in height, and all residences must have a private garage for not less than two (2) cars attached to the residence. Any detached structure to be built on the lot such as covered entertainment areas, etc., shall conform to the basic styling of the dwelling thereon, and the plans for such structures must be submitted to the Developer for approval prior to start of construction. Carports, in addition to a two (2) car garage will be permitted only if placed where they will not be between the residence and any street adjoining the property.

5. No building or part thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front property line than the building lines shown on the attached plat of said addition, and no residence shall be built nearer than seven (7) feet to any side lot line on one side and Eleven (11) feet on the other side, thus requiring a combined total of at least Eighteen (18) feet between the residence and both side lot lines.

6. No residence previously used shall be moved on to any lot in this residential development.

7. Floor area requirements, All square footage requirements are exclusive of garages and porches and are figured on measurements over masonry of the living area.

a. All lots which abut Golf Course property shall have a minimum of 2,000 square feet of living area for one (1) story residences, For two (2) story or one and one-half (1 1/2) story residences, a minimum of 1,300 square feet will be required on the ground floor, with a minimum of 2,200 square feet on both floors.

b. All lots which DO NOT abut Golf Course property, the residences shall have a minimum of 1,600 square feet of living area for one (1) story residence. For two (2) story or one and one-half (1 1/2) story residences, a minimum of 1,200 square feet will be required on the ground floor with a minimum of 2,000 total square feet on both floors.

#328200

-4-

8. a. All exposed foundations shall be of brick or stone, No concrete blocks, poured concrete or any other foundation will be exposed.
 - b. The exterior of all structures erected on any lot shall be constructed of a minimum of 50% masonry, measurements for computing the 50% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of two (2) story or one and one-half (1 1/2) story residences.
9. Roofs: No composition shingles will be permitted on any structure erected on any lot. However, certain now existing and future types of synthetic or natural roofing materials maybe used upon the Written Approval of the Developer or his duly authorized representative. Other roofing materials shall be restricted to:
 - a. Cedar Shingles.
 - b. Slats.
 - c. Built-up roof, tar and gravel will be permitted on contemporary style residences.
10. Entries, cornices and exterior millwork will be closely examined to insure sound architectural practices. No metal shutters will be permitted.
11. a. All fences must be of ornamental design. No fences consisting of wire, and metal posts only will be allowed.
 - b. No fences more than four (4) feet in height will be permitted on any lot. (Except for privacy screening adjacent to patios which may be six (6) feet in height.) No fencing which is more than two (2) feet in height will be allowed on or within forty (40) feet of rear property lines adjacent to Golf Course property.
 - c. Ornamental fences only, not exceeding three (3) feet in height, compatible to the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building line shown on the attached plat.
12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood.
13. 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.

14. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.
15. No trailer, basements, tent, shack, garage, bar or other outbuilding type structure erected on or moved onto any lot in this residential development at any time be used as a residence, either temporarily or permanently.
16. Notlot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of constructions and then the construction shall be completed with nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
17.
 - a. All supply of electric service shall be located underground in the easements ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement ways.
 - b. Underground service cables to all houses which may be located on all lots in said addition may 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 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 two and one-half (2 1/2) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house.
 - c. The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easements ways shown on the attached plat, or provided for in this Certificate of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
 - d. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

e. The South ten (10) feet of lots 23 thru 30 inclusive, Block 1, and Lots 17 thru 25 inclusive, Block 5 as shown on the attached plat are covered by an exclusive Easement (recorded in Book 3531 Page 222, Tulsa County Court House) to the supplier of electric. Other public utilities may also utilize said South ten (10) feet provided that their services be installed underground.

f. The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby to items 17 a thru d. And other public utilities agree to be bound to item 17 e.

18. The Undersigned owner further dedicates to the public for public use forever the easements and rights-of-way as shown and designated on the attached plat for the several purposes of constructing, maintaining, operating, repairing, replacing any and all public utilities including the storm and sanitary sewer, telephone lines, electric power lines, 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 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 the attached 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 on the attached plat, and/or sewer services to the area included in said plat and to any other areas.

WITNESS our hands and seal on this 21st day of November, 1973 at Tulsa, Tulsa County, Oklahoma.

(CORPORATE SEAL)
 ATTEST
 Kenneth D. West
 Assistant Secretary

EVANS & MITCHELL OF OKLAHOMA, INC.,
 an Oklahoma corporation
 By: Jim Hood
 President

STATE OF OKLAHOMA)
) ss
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of November, 1973 personally appeared JIM HOOD, to me known to be the identical person who subscribed the name of the maker 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 EVANS & MITCHELL OF OKLAHOMA, INC., an Oklahoma corporation, for the uses and purposes therein set forth.

Witness my hand and seal on the day and year last above written.

My Commission expires April 24, 1976.
Eugene Fleener
Notary Public
(SEAL)

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 into lots, blocks and streets, the real estate and premises dedicated as "INDIAN SPRINGS ESTATES 4TH ADDITION", and that the attached plat is a true and correct 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.

Witness my hand and official seals on this 21st day of November, 1973 at Tulsa, Tulsa County, Oklahoma

(SEAL) J-B ENGINEERING CO.
Joe E. Donelson, Registered
Professional Engineer/Registered Land
Surveyor

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of November, 1973 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 J-B ENGINEERING CO., for the uses and purposes set forth.

Witness my hand and seal on the day and year last above written.

My Commission expires April 24, 1976
Eugene Fleener
Notary Public
(SEAL)

CERTIFICATE T. D. 1274

Pursuant to S. B. 113, O. S. L. 1951, I hereby certify that as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax rolls and security has been provided for 1974 taxes not as yet certified to me.

Dated February 27, 1974

John F. Cantrell
County Treasurer of Tulsa
County, Oklahoma

CERTIFICATE OF APPROVAL

I hereby certify that this Plat was approved by the Broken Arrow Planning Commission on April 12, 1973.

Bill Secrest
Secretary

Block 1, Lots 1-30
Block 2, Lots 1-24
Block 3, Lots 1-16
Block 4, Lots 1-42
Block 5, Lots 1-25