

LEISURE PARK II

CERTIFICATE OF DEDICATION

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, LEISURE PARK DEVELOPMENT CO., an Oklahoma corporation, being the sole owner of the following described property, to-wit:

A part of the SE 1/4 of Section 27, T-18-N, R-14-E, Tulsa County, Oklahoma, more particularly described as follows, to-wit: Beginning at the Southwest corner of the SE 1/4 of said Section 27, thence S 89° 52' 31" E along the South line of said SE 1/4 a distance of 2179.52 feet, thence N 07° 05' 07" W a distance of 178.36 feet, thence N 26° 09' 00" W a distance of 308.59 feet to a point, said point being the Southwest corner of Lot 1, Block 8, Leisure Park, an addition to the City of Broken Arrow, Oklahoma, thence N 39° 20' 16" W along the Westerly line of said Leisure Park a distance 831.37 feet, thence N 14° 13' 22" W along the Westerly line of said Leisure Park a distance of 744.83 feet, thence N 50° 59' 37" W along the Westerly line of said Leisure Park a distance of 416.95 feet, thence N 04° 03' 24" W along the Westerly line of said Leisure Park a distance of 282.71 feet, thence N 05° 58' 25" E along the Westerly line of said Leisure Park a distance of 283.27 feet to a point on the North line of said SE 1/4, said point also being on the South line of South Park Estates Third, an addition to the City of Broken Arrow, Oklahoma, thence N 89° 57' 41" W along the North line of said SE 1/4 and the South line of said South Park Estates Third a distance of 422.48 feet, thence due South a distance of 711.06 feet, thence due West a distance of 575.47 feet to a point on the West line of said SE 1/4, thence S 00° 01' 42" E along the West line of said SE 1/4 a distance of 1929.63 feet to the point of beginning, containing 81.45 acres more or less.

has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as LEISURE PARK II, an addition to the City of Broken Arrow, Oklahoma.

NOW THEREFORE, the undersigned hereby dedicate for public use all the streets as shown on said plat and do 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 the title to the subdivisions of said land (hereinafter referred to as lots), the undersigned do hereby impose the following restrictions and reservations and conditions and create the following easements with the right of ingress and egress to and upon said 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 July 1, 1997, at which time said covenants shall be 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 their successors in title to subdivisions of said land 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 addition 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 his or them from so doing or to recover damages or other dues for such violations. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in this addition shall be known and described as residential lots, and shall be used for residential purposes only, with the exception of Lot 24, Block 10 which shall be known, described and used for multi-family purposes and Lots 1 through 12 inclusive, Block 11, which shall be known and described as duplex lots and may be used for duplex purposes.
2. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single family dwelling.
3. No residential structure shall be located nearer to the front lot line, nor nearer to the side street line than the building lines shown on the recorded plat; and in any event, no buildings shall be located nearer than five (5) feet to any side lot line. A building erected on a corner lot may front on either street line so long as the building line is observed. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the structure.
4. No fence shall be constructed beyond the front line of any residence on any lot in this addition, other than an ornamental fence, which shall not exceed thirty (30) inches in height. No fence shall be more than six (6) feet in height.
5. No residential structure shall hereafter be erected or placed on any building plot, which has an area less than the minimum lot area of any lot shown in the above plat.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Two each of any common household pet may be kept, but must be kept fenced.
7. No trailer, basement, tent, shack, garage, barn, or other out building erected in this addition be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No single-family residential structure shall hereafter be erected on any lot in this addition in which the floor area of the main structure, exclusive of open porches and garages, shall be less than 1,200 square feet. In split-level or two-story structures the lower level shall be a minimum of 900 square feet, exclusive of open porches and garages, and the upper level a minimum of 600 square feet. Each single-family residential structure shall have a minimum of a two-car garage.

No residential structure shall be erected or constructed on any lot in this addition unless at least 35% of the exterior walls of the first floor be of masonry construction; provided, however, that the area of all windows and doors in said exterior walls be excluded in the determination of the area of said exterior walls. All exposed foundation walls shall be of brick or stone, no concrete or block foundation shall be exposed.

202

- 10. No duplex residential structure shall hereafter be erected on any duplex lot in this addition in which the floor area of each living unit, exclusive of open porches and garages, shall be less than 1,000 square feet, with a minimum of a one-car garage for each living unit.
- 11. No radio or television antenna shall be placed anywhere other than the rooftop of any building and shall not extend higher than ten feet above the ridge line of the roof.
- 12. The undersigned owner further dedicates to the public forever an easement and right-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and 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, valves, conduits, pipes, meters and any other appurtenance thereto, with the right of ingress and egress to and upon said easement and right-of-way for the uses and purposes aforesaid together with similar right in each and all of the streets shown on said plat. PROVIDING HOWEVER, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay or relay 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 in said plat, and over, across, and along all strips of land included within the easements shown thereon.
- 13. No fences, enclosure or part of any building nor any permanent structure of any kind, type or nature whatsoever shall be erected, constructed or permitted within the drainage easements shown on the above plat and is to be enforced by the City of Broken Arrow, Oklahoma.
- 14. (a) Overhead powerlines for the supply of electric and telephone service may be located where necessary in said addition. Street light poles or standards may be served by underground cable and all supply lines shall be located in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as source of supply at secondary voltages, may also be located in said easement-ways.
- (b) Underground service cables to structures 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 structures as may be located upon each said lot; provided that upon installation of such a service cable to a particular structure, the supplier of electric and telephone 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 cable, extending from the nearest service pedestal or transformer to the entrance on said structure.
- (c) The supplier of electric and telephone service, through its proper agents and employees, shall at all times have the right of ingress and egress to and upon and access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purposes of installing, maintaining, removing or replacing any portion of said underground electric or telephone facilities so installed by it.
- (d) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or telephone facilities. The Companies will be responsible for ordinary maintenance of underground electric and telephone 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.
- (e) The foregoing covenants concerning underground electric and telephone facilities shall be enforceable by the supplier of electric and telephone service, and the owner of each lot agrees to be bound hereby.
- 15. (a) Leisure Park Development Co., in recording the plat of Leisure Park has designated Lot 1, Block B as common area for the use by the property owners in Leisure Park Association, Inc., for recreation and other related activities.
- (b) Lot 1, Block B is not dedicated for use by the general public but is dedicated to the common use and enjoyment of the property owners in Leisure Park and Leisure Park II as more fully provided in a separate declaration of covenants, conditions and restrictions applicable to said addition and recorded the _____ day of _____. Said declaration of covenants, conditions and restrictions is hereby incorporated and made a part of this plat.

WITNESS our hands and official seal on this 10th day of April, 1978, at Tulsa, Tulsa County, Oklahoma.

203

LEISURE PARK DEVELOPMENT CO., an Oklahoma corporation

BY: [Signature]
TROY B. HOOD, Vice-President

ATTEST: BY: [Signature]
PHYLLIS C. HOOD, Secretary
(SEAL)

705

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of April, 1978, personally appeared TROY E. HOOD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, 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 such corporation, for the uses and purposes therein set forth.

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

My commission expires October 11, 1981
Notary Public [Signature] (SEAL)

CERTIFICATE OF SURVEY

I, the undersigned Registered Professional Surveyor, a member of the firm of COLPITT, MIDDLETON & NICKLE, hereby certify that we have carefully and accurately surveyed and staked into lots, blocks, and streets the property described above and the same to be known and designated as LEISURE PARK II, an addition to the City of Broken Arrow, Oklahoma, and that the above plat is true representation of said survey.

COLPITT, MIDDLETON & NICKLE
BY: [Signature]
Member of said firm (SEAL)

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of APRIL, 1978, personally appeared R. EDGAR NICKLE, to me known to be the identical person who subscribed the name of COLPITT, MIDDLETON & NICKLE to the foregoing certificate as a member of said firm, 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 such company, for the uses and purposes therein set forth.

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

My commission expires Sept. 15, 1980
Notary Public [Signature] (SEAL)

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes levied in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$ 591.27 per tract receipt on 290 to be applied to 19 78 taxes and so you certified to me.

This certification is NOT to be construed as payment of 19 78 taxes in full but is given in order that this plat may be filed of record. 19 78 taxes could exceed the amount of the security deposit.

Dated April 25, 19 78

JOHN F. CANTRELL
TULSA COUNTY TREASURER
[Signature]

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON 6-25-77
[Signature], Secretary

204

204