

#170248.

PLAT #3240

Dated: November 24, 1971

Filed: November 30, 1971 at 11:17 AM

ROCKWOOD ADDITION
AN ADDITION TO THE CITY OF BROKEN ARROW LOCATED
IN A PART OF THE SE/4 OF THE SW/4, AND IN A
PART OF THE SW/4 OF THE SE/4, OF SECTION 3,
T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA.

OWNER'S CERTIFICATE OF DEDICATION AND BILL OF ASSURANCE/EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT CORLEY PROPERTIES INCORPORATED, an Oklahoma Corporation is the owner of the following described real estate in Tulsa County, Oklahoma, described as follows, to-wit:

A tract of land located in the S $\frac{1}{2}$ of Section 3, T-18-N, R-14-E, Tulsa County, Oklahoma, more particularly described as follows: BEGINNING at a point 330 feet North of the Southeast corner of the West Half of the East Half of the West Half of the Southeast Quarter (W/2 E/2 W/2 SE/4) of Section 3, T-18-N, R-14-E, of the Indian Base and Meridian, Tulsa County, Oklahoma; Thence N 0° 20'19" E a distance of 934.57 feet; thence Due West a distance of 1465.52 feet; Thence Due South a distance of 934.55 feet; thence Due East 130 feet; Thence S 0° 20' 19" W a distance of 330 feet to the South line of Section 3; Thence Due East 60 feet; thence N 0°20'19" E a distance of 330 feet; thence Due East a distance of 1270 feet to the point of beginning, containing 31.837 acres, more or less.

AND, the above owner has caused the same to be surveyed into blocks, lots streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of ROCKWOOD ADDITION, an addition to the City of Broken Arrow, Tulsa County, Oklahoma.

The owner hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated. For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefits of said owner and the successors in title to the subdivisions of said tract, hereinafter referred to as lots, said owner does hereby impose the following restrictions and reservations and creates the following easements to which it shall be incumbent upon the successors and assigns to adhere to-wit:

CONTINUED

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after January 1, 1992, the then owners of a majority of all the lots in said addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to secure damages or other dues for such violations.

Invalidation of any one 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.

A. All lots in the tract shall be known, described, and used as residential lots. No structure shall be placed, erected, altered or permitted to remain on any building lot, that exceeds $1\frac{1}{2}$ stories in height; and all residences must have a private garage attached to the residence. All structures shall be constructed of brick or stone veneer at least window sill height all the way around with the exception of porches, terraces, and garages. No dwelling shall have a roof pitch of less than 2 in 12. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling.

B. No building or parts thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front or side street lot lines than the building lines established on the recorded plat of said addition, or nearer than 5 feet to any side lot line. All garages, tool sheds, hobby rooms, etc., shall be attached to the building.

C. No dwelling shall be erected on any residential lot in the addition, the ground floor of the main structure of which, exclusive of open porches and garages is less than one thousand (1000) square feet in area for a one-story dwelling, nor less than nine hundred (900) square feet for a one and one-half story dwelling.

D. No more than one structure shall be erected on any lot as now platted.

E. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood; 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 purposes.

F. No trailer, basement, ert, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently; and occupancy shall not be permitted in any structure until the same is fully completed.

G. No structure previously used or erected shall be moved onto any lot.

H. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the building line or nearer to the side street lot line than the side street building line, shown on the recorded plat. No fence on any lot shall be more than six (6) feet in height.

I. The undersigned owner further dedicates to the public for use forever easements and rights-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, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes of aforesaid 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 lines, and sewer lines together with the right of ingress and egress for said construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purposes of furnishing water and/or sewer service to the area included in said plat and/or to any other areas. The owner further dedicates to the public the walkway between Lots 2 & 3, Block 1, for public use and access to the school.

J. In connection with the installation of underground electric service, all of the lots are subject to the following provisions, to-wit:

- (a) Overhead pole lines for the supply of electric service may be located along the East or West boundaries 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.
- (b) 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 or telephone service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way 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.
- (c) The supplier of electric or telephone 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.
- (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 facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot. The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

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IN WITNESS WHEREOF, CORLEY PROPERTIES INCORPORATED has caused its name to be affixed, by its duly authorized officers, this 24 day of November, 1971.

(CORP. SEAL)

CORLEY PROPERTIES INCORPORATED,

ATTEST:
Jerry C. Enterline

BY: R. Ray Corley,

ACKNOWLEDG ED: November 24, 1971, by R. Ray Corley, as President before Jerry W. Ledford, a Notary Public in Tulsa County, Oklahoma. (SEAL) Commission expires October 5, 1975.

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, a Registered Professional Engineer and 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 ROCKWOOD ADDITION and that the above plat is a true and correct representation of said survey showing the length, width, and depth of all lots and blocks, and the names, widths, boundaries, and extensions of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Tulsa, Tulsa County, State of Oklahoma, this 18th day of November, 1971.

(SEAL)

LANSFORD ENGINEERING COMPANY

BY: Raymond E. Lansford, Registered
Professional Engineer and Registered
Land Surveyor

ACKNOWLEDGED: November 18, 1971, by Raymond E. Lansford, before Jerry W. Ledford, a Notary Public in Tulsa County, Oklahoma. (SEAL) Commission expires October 5, 1975.

CERTIFICATE

Pursuant to S. B. 113, O.S.L. 1951, I hereto certify that as to all real estate involved to this plat, all taxes have been paid as reflected by the current tax rolls and security has been provided for 1971 taxes not as yet certified to me. Item #622360.

Dated: 11-30-71.
John F. Cantrell, County Treasurer

CERTIFICATE OF APPROVAL: I hereby certify that this plat was approved by the Broken Arrow Planning Commission on 11-24-71.
Beth Secrest, Sec. GH