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CERTIFICATE OF DEDICATION AND
RESTRICTIVE COVENANTS

Dated: June 24, 1983

Filed: July 12, 1983 at 3:42 PM

Plat No. 4368

SOUTHWIND
 an Addition to the City of Broken Arrow
 a Subdivision of the SW/4 of the SW/4 of
 Section 35, T-18-N, R-14-E, Tulsa County, Oklahoma

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS
 SOUTHWIND
 A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY,
 STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CROCKETT HOMES OF EDMOND, INC., an Oklahoma Corporation, is
 the OWNER of the following described property, to-wit:

All that part of the SW/4 SW/4, Section 35, T-18-N, R-14-E,
 Tulsa County, State of Oklahoma, more particularly described
 as follows, to-wit:

Beginning at a point on the South line of said SW/4 SW/4,
 490.00 feet East of the Southwest corner thereof; Thence
 Due North 615.01 feet; thence Due West 487.74 feet to a
 point on the West line of said SW/4 SW/4, 613.91 feet North
 of the Southwest corner thereof; Thence along the boundaries
 of said SW/4 SW/4 as follows: N 0°12'37" E, 708.52 feet;
 thence S 89°51'44" E, 1320.14 feet; Thence S 0°10'53" W,
 1322.22 feet; Thence N 89°52'17" W, 830.81 feet to the point
 of beginning, containing 33.189 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
 "SOUTHWIND", an addition to the City of Broken Arrow, Oklahoma.

NOW THEREFORE, the undersigned OWNER does hereby dedicate for public
 use all streets as shown on said plat and does hereby guarantee the
 title to all of the land covered by said streets. The undersigned
 owner further dedicates to the public forever easements as shown and

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designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities including storm sewers and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines and cable television, together with all fittings and equipment for each of such facilities including the poles, wires, valves, conduits, pipes, meters and any other appurtenances thereto, with the right of ingress and egress to and upon said easements for the uses and purposes aforesaid, together with similar right to 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 water, sanitary and storm 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 shown in said plat, and over, across and along all strips of land included within the easements shown thereon, 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 of the subdivision of said land (hereinafter referred to as lots), the undersigned Owner does hereby impose the following restrictions and reservations and conditions, which shall be binding upon them and their 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 June 1, 2003, 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 the subdivision 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 covenants 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 wise affect the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as single family residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than a single family dwelling. No building shall exceed two (2) stories in height, and all residences must have a private attached garage for not less than two (2) cars.

B. No building or part thereof, except open porches and terraces

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shall be constructed or maintained on any lot nearer to the front property line or nearer to the side street property line, in the event of a corner lot, than the building lines shown on the recorded plat. No structure may be located nearer than five feet (5') to any side lot line and nearer than 10 feet (10') on the other side lot line, maintaining a total of fifteen feet (15') between the residence and both side lot lines.

C. No residence or other structure previously used shall be moved on to any lot in this tract.

D. No dwelling shall be erected or placed on any residential lot which has a floor area of less than 1100 square feet, measured over masonry, excluding open porches, garages and terraces.

E. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

F. No fence shall be installed on the front portion of any lot in the tract between the front lot line and the building set-back line, nor shall any fence be erected on a corner lot between the street side property line and the side lot building set-back line. No fence on any lot shall be more than six feet (6') in height.

G. No trailer, mobile home, manufactured housing, basement, tent, shack, garage, barn or other outbuilding in this tract shall be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.

H. No animals, including fowls, shall be raised, bred, or kept on any lot at any time, except that not more than two (2) each of any common household pet (which are not used, bred, or maintained for any commercial purpose) may be kept. All household pets must be kept fenced or tied up.

I. No sign of any kind shall be displayed to the public view on any lot except one (1) professional 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 sale period.

J. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation shall be exposed.

K. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities

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in the easements, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, association of property owners, or utility is responsible.

L. 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.

M. In connection with the installation of underground electric, natural gas, and communication service, all of the lots are subject to the following provisions, to-wit:

(1) Overhead pole lines for the supply of electric and communication services may be located along the Western and Southern boundaries of said 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.

(2) Except to residences on lots described in paragraph (1) above which may be served from overhead electric and communication service lines, underground service cables and gas service lines to all houses which may be located on all lots in said Addition may run from the nearest service pedestal, transformer or gas main to the point of usage determined by the location and construction of such houses as may be located upon each said lot; provided that upon the installation of such a service cable and/or service line to a particular house the supplier of electric, communication, and gas service shall thereafter be deemed to have definitive, permanent, effective and exclusive right-of-way easement on said lot covering a five-foot strip extending from the service pedestal, transformer, or gas main to the service entrance on said house.

(3) The supplier of electric, communication and gas service, through its proper agents shall at all times have right of access into and upon all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, or removing or replacing any portion of said underground electric, communication and gas facilities so installed

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by it.

(4) The owner of each lot shall be responsible for the protection of the underground electric, communication and gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, communication and gas facilities. The Companies will be responsible for ordinary maintenance of underground electric, communication and gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the act of the owner, his agents or contractors.

(5) The foregoing covenants concerning underground electric, communication, and gas facilities shall be enforceable by the supplier of electric, communication and gas service, and the owner of each lot agrees to be bound hereby.

WITNESS our hand on this 24th day of June, 1983, at Tulsa, Tulsa County, Oklahoma.

(CORPORATE SEAL)
ATTEST: Meritha J. Gill,
Asst. Secretary

CROCKETT HOMES OF EDMOND, INC.
BY: James J. Crockett,
President

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State on this 24th day of June, 1983, personally appeared JAMES J. CROCKETT, to me known to be the identical person who executed the within and foregoing instrument as its PRESIDENT and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last written above.

(SEAL)
My Commission Expires:
August 17, 1986

Marie Porter,
Notary Public

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C E R T I F I C A T E

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved 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 \$125.21 per trust receipt no. 2776 to be applied to 1983 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1983 taxes in full but is given in order that this plat may be filed of record. 1983 taxes could exceed the amount of the security deposit.

Dated July 12, 1983.

JOHN F. CANTRELL
TULSA COUNTY TREASURER

BY: Judy Blickensderfer,
Deputy

The approval and filing of this plat does not guarantee that connections will be permitted to the Lynn Lane Wastewater Treatment Plant. The owner of each lot is responsible for obtaining from the City Engineer of Broken Arrow a connection contract and/or connection permit, certifying to capacity. If capacity is not available, connection of the lot will not be permitted.

PLAT HERETO ATTACHED.