

#51140

TIMBERCREST VENTURE 80-1,
A GENERAL PARTNERSHIP, composed
of TIMBERCREST ASSOCIATES, LTD.,
an Oklahoma Limited Partnership,
and THE TIMBERCREST COMPANIES, INC.,
an Oklahoma Corporation

PLAT AND DEED OF DEDICATION
Dated: March 22, 1982
Filed: May 14, 1982 at 2:28 PM
In the office of the County Clerk
In and for Tulsa County, Oklahoma

-to-

THE PUBLIC

PLAT NO. 4212

WESTWIND

An Addition to the City of Broken
Arrow, Tulsa County, Oklahoma
A Subdivision of a part of the N2
of Section 1, T-18-N., R-14-E.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

CERTIFICATE
AND
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TIMBERCREST VENTURE 80-1, a General Partnership, composed of Timbercrest Associates, Ltd., an Oklahoma Limited Partnership, and The Timbercrest Companies, Inc., an Oklahoma Corporation, ("Timbercrest"), being the owner of the following described land in Tulsa County, State of Oklahoma, to-wit:

A part of the North 1/2 of Section 1, Township 18 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit:

A part of the Southeast corner of said North 1/2, Section 1, and running thence N. 89°54'21" W along the South line of said North 1/2, Section 1, a distance of 2,395.00 feet to THE POINT OF BEGINNING, thence N 00°00'13" W a distance of 1,320.66 feet to a point, thence N. 89°55'02" W a distance of 1567.42 feet to the Southeast corner of Lot 4, Section 1, thence N. 89°55'02" W a distance of 528.00 feet to

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a point, thence S 00°00'49" W a distance of 1,320.25 feet to a point in the South line of said North 1/2, Section 1, thence S. 89°54'21" E along said South line a distance of 2,095.82 feet to THE POINT OF BEGINNING, said described tract containing 63.471 acres, more or less.

Timbercrest has caused the above described real property to be surveyed and platted into a residential subdivision, henceforth known as "WESTWIND", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof. Moreover, in furtherance of the orderly development and beneficial public use of "WESTWIND", Timbercrest does hereby grant and dedicate to the public and all future owners of the lots in "WESTWIND", and for the public use all streets, easements for the installation and maintenance of utilities and drainage facilities, together with rights of ingress and egress to and upon said easements for the purpose of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities as may be placed thereon, the parcels designated, Lots 29 and 30, Block 8, and Lot 6, Block 7, shall be reserved for use as a natural storm water drainage course and easement upon the aforesaid plat, and such dedication shall be perpetual in longevity and absolute in character. No structures, plantings (other than sod) or other materials shall be placed, stored, erected or permitted to remain upon or within any easement as may be deemed to damage or interfere with the installation, maintenance and repair of a given utility or utilities or with the natural flow of water as would normally and usually occur within drainage easements. Easements within each lot of "WESTWIND" are to be maintained by the owner of that lot.

RESTRICTIVE COVENANTS

Timbercrest has established a general plan for the improvement and development of the above described premises, and does hereby establish the following covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and are for the benefit of each owner of land in such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, and shall run with the land and shall be binding on all parties and all persons

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claiming by, through and under them until January 1, 2000, at which time the same shall be automatically extended for successive periods of twenty (20) years thereafter; PROVIDED, however, upon not less than ten (10) days notice, by written ballot and vote of not less than two-thirds (2/3) of all of the property owners in "WESTWIND", said covenants, conditions, reservations, and restrictions may be amended or modified, in whole or in part, at any time such amendment for modification shall be deemed necessary and shall become effective when due evidence of such vote on the given amendment or modification, and the applicable amendment or modification shall be filed of record in the depository for land records in Tulsa County, State of Oklahoma. In the event Timbercrest, its successors and assigns, or any future owner of any lot or lots within "WESTWIND", shall violate or attempt the violation of any of the covenants, conditions, reservations and restrictions hereby imposed, then, in such event, any other person or persons owning any lot or lots within "WESTWIND", shall be entitled to prosecute an action or proceeding at law or in equity against the person or persons violating or attempting to violate the same, and either enjoin such violation or attempted violation, or recover damages therefor, to-wit:

1. All lots in the subdivision shall be restricted to residential single-family dwellings. No lot may be subdivided to accomodate two or more separate owners and/or dwellings.
2. No buildings, nor parts thereof, except open porches and terraces shall be constructed and maintained on said lots nearer to the front property lines than the building set back lines shown on the accompanying plat. All lots designated for single-family residential use have one side yard of not less than ten (10) feet and one side yard of not less than five (5) feet, and no building shall be permitted within a required side yard, or encroach on the easement lines shown. No structure shall be placed, altered or permitted to remain on any lot which exceeds two (2) stories in height.
3. No dwelling shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee ("Committee"). The first Committee shall be appointed by the Developer at such time as it is determined by them that sufficient lots are sold to warrant same. Three members shall be appointed to this Committee. One member shall be appointed for one year, the second member for two years, and the third member for three years. After this initial appointment, the Committee



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- shall appoint each year a new member to serve for three years. The Committee shall consist of three members and a majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted and no action taken within 30 days of submission of same, said plans will be deemed approved. Two working sets of drawings and specifications shall be submitted, one for approval and one for file.
4. No single-story dwelling shall be erected in this subdivision which has a living space of less than 1700 square feet. Two-story, including split-level dwellings, shall have a minimum of 850 square feet at the lower level. Living space means exclusive of garages, carports and porches.
 5. The exterior of the structures erected on any lot in this Addition shall be constructed of not less than 450 square feet of brick, stone or stucco.
 6. All dwellings shall have attached garages suitable for accommodating a minimum of two standard size automobiles. All servant quarters, tool shed, hobby room, etc., shall be attached to the house. A portecochere will be permitted when approved by the Committee. No detached garages or other outbuildings shall be located on any lot unless approved in writing by the Committee.
 7. Walks, driveways and patios must be shown on plot plan accompanying house plans when submitted to the Committee prior to start of construction. No white chat walks or driveways will be permitted. Driveway materials shall be concrete.
 8. Asphalt composition shingles will be permitted. Certain now existing and future types of synthetic or natural roofing materials may be used upon approval of the Committee. Other roofing shall be restricted to cedar shingles, slate or built up roof. Tar and gravel will be permitted on contemporary style residences.
 9. Boats, trailers, pick-up campers, race cars, dune buggies and commercial vehicles shall not be parked or stored on any lot except inside the garage or in the backyard. All repair work shall be performed inside the garage or in the backyard. Automobile parking shall be contained to the prepared driveway and will not be allowed on yard or lawn.



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10. No steel posts, hog or barb wire fences will be allowed. No fences more than six (6) feet in height will be permitted on any homesite. Standard chain link fencing is allowed. 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 lines shown on the plat.
11. No tree over 3" in diameter may be cut unless under house pad or within 8 feet of house eaves, or unless approved by the Committee.
12. No mobile home, new or used, nor any used dwelling or out building, shall be moved into this subdivision.
13. No trailer, basement, tent, shack, garage, barn or other out building erected or placed in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
14. No noxious or offensive trade, activity or business enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
15. No outside storage of building materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of 30 days prior to the start of construction. Construction shall be completed in nine (9) months.
16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the sale or rent of said property, or signs used by the builder to advertise the property during construction and sales periods, unless approved in writing by the Committee.
17. No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained on any lot except for dogs, cats, and other household pets, provided that they are kept fenced and are not kept, bred or maintained for any commercial purpose.
18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in a sanitary container and all incinerators or other

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equipment for the storage of waste material, or its disposal, and all lots shall be kept in a clean and orderly manner.

19. No outside toilets shall be allowed on the property hereon described and all sanitary facilities must comply with local and state health requirements.
20. All radio or television transmitting or receiving antennas shall be erected in the attic or other places concealed from public or private view unless approved by the Committee.
21. So long as mail deliveries are made at the curb in the addition, all mail boxes including their standards shall be approved by the Committee.
22. In connection with the installation of underground services, all lots in this Addition are subject to the following provisions, which are enforceable by Public Service, Cable Television, General Telephone, to-wit:
 - a. Overhead pole lines for the supply of electric or telephone service may be located along the South, North, West and East boundaries of this Addition. Street light poles or standard will be served by underground cable and elsewhere in said Addition. All supply lines shall be located underground, in the easement-ways reserved for general services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may be located also 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 as determined by the location and construction of such house as may be located upon each lot: provided that upon 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 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.

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- c. The supplier of electric, telephone or cable tv service through its proper agents and employees, shall at all times have right of access to and upon 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 cable tv, electric facilities so installed by it.
 - d. The owner of each lot shall be responsible for the protection of the underground cable tv, electric or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electrical facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, and cable tv facilities, but the owner will pay for the 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 telephone, and cable tv facilities shall be enforceable by the supplier of electrical and telephone service, and the owner of each lot agrees to be bound thereby.
23. Should a court of competent jurisdiction by final order, judgment or decree determine that any covenant, or part thereof, herein made and contained expressly or by reference, be invalid, null, void or otherwise unenforceable, such determination shall not void, invalidate, adversely affect, or otherwise vitiate any of the remaining covenants, or parts thereof, nor so found, which shall remain in full force and effect.

(CORP. SEAL)
 ATTEST: Don L. Werley
 Secretary

BY THE TIMBERCREST COMPANIES, INC.,
 a corporation, as general partner
 of Timbercrest Venture 80-1
 By George E. Day, Jr.
 President

and by

TIMBERCREST ASSOCIATES LIMITED, a
 limited partnership, as a general
 partner of Timbercrest Venture 80-1



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(CORP. SEAL)

ATTEST: Don L. Werley
Secretary

By Timbercrest Development, Ltd.,
a corporation, general partner of
Timbercrest Associates Limited
By George E. Day, Jr.
President

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 1982, personally appeared George E. Day, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of The Timbercrest Companies, Inc., as a general partner of Timbercrest Companies, Inc., as a general partner of Timbercrest Venture 80-1, 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.

Given under my hand and seal the day and year last written.

(SELA)
Comm. Exp: 5-20-85

Linda Luken
Notary Public

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 1982, personally appeared George E. Day, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Timbercrest Development, Ltd., the general partner of Timbercrest Associates, a general partner of Timbercrest Venture 80-1, 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.

Given under my hand and seal the day and year last written.

(SEAL)
Comm. Exp: 5-20-85

Linda Luken
Notary Public

ENGINEERING CONSULTANTS, INC., an Oklahoma Corporation, does hereby certify that it has, at the instance of the OWNER designated above, made the above described survey and that the accompanying plat is a true and correct representation of said survey.

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Sealed this 22nd day of March, 1982.

ENGINEERING CONSULTANTS, INC.
By Lynden I. Burrow
Vice-President
L.S. No. 1077

(CORP. SEAL)
ATTEST: Jean Hallford
Secretary

Before me, the undersigned Notary Public in and for said County and State, on this 22nd day of March, 1982, personally appeared Lynden L. Burrow 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 did the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL) Becky Sheram
Comm. Exp: Oct. 1, 1984 Notary Public

APPROVED 3-15-82 by the City Council
of the CITY OF BROKEN ARROW, OKLAHOMA
Vick Hood, Jr.
Mayor

ATTEST: Larry Spurlock
City Clerk

CERTIFICATE

As provided in Title 14, 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 \$404.45 per trust receipt No. 2398 to be applied to 1982 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1982 taxes in full but is given in order that this plat may be filed of record. 1982 taxes could exceed the amount of the security deposit.

Dated: May 14, 1982

JOHN F. CANTFELL
TULSA COUNTY TREASURER
By Rogena Perkins
Deputy

(SEAL)



FK

Plat # 4212

64117

AMENDMENT OF RESTRICTIVE COVENANTS

FILED IN 4212

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TIMBERCREST VENTURE 80-1, a General Partnership, is the sole owner and holders of legal title to the following described real property, to-wit:

"WESTWIND", an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded Plat thereof, as found in the County Clerk's office and known as Plat No. 4212 and

WHEREAS, it desires to amend and modify the original restrictions imposed upon said Addition by mentioned Plat, Certificate and Deed of Dedication, to better promote and provide for the orderly development of said Addition;

NOW, THEREFORE, in consideration of said recited objective, the following additions, amendments and modifications to the Restrictive Covenants for the mentioned Addition are hereby made and shall run with the land for the same period of time specified in the mentioned Plat, Certificate and Deed of Dedication.

600

1. Paragraph No. 4 of the record restrictions applicable to said Addition presently reads as follows:

No single-story dwelling shall be erected in this Subdivision which has a living space of less than 1700 square feet. Two-story, including split-level dwellings, shall have a minimum of 850 square feet at the lower level. Living space means exclusive of garages, carports and porches.

The foregoing shall henceforth read as follows:

4. No single-story dwelling shall be erected on the following lots in this Subdivision which has less than 1700 square feet or less than 850 square feet at the lower level on two-story or split-level dwellings on these same lots.

- A. Lots 1 thru 4, inclusive, Block 3
- B. Lots 1 thru 20, inclusive, Block 5
- C. Lots 1 thru 15, inclusive, Block 6
- D. Lots 7 thru 14, inclusive, Block 7
- E. Lots 1 thru 20, inclusive, Block 8

All other lots contained within this addition shall not be restricted to the above minimum square footage areas. Square footage on balance of lots to be restricted by separate instruments.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on this 15 day of July, 1982.

BY THE TIMBERCREST COMPANIES, INC.
a corporation, as general partner
of Timbercrest Venture 80-1

[Signature]
George E. Day, Jr.
President

ATTEST

[Signature]
Don L. Overley
Secretary (Corporate Seal)

and by

TIMBERCREST ASSOCIATES LIMITED, a limited partnership, as a general partner of Timbercrest Venture 80-1

By Timbercrest Development, Ltd. a corporation, general partner of Timbercrest Associates, Ltd.

[Signature]
George E. Day, Jr.
President

ATTEST

[Signature]
Don L. Overley
Secretary (Corporate Seal)

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Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of July, 19 82, personally appeared GEORGE K. DAY, JR. to me known to be the identical person who subscribed the name of the maker thereof to be above and foregoing instrument as President of The Timbercrest Companies, Inc. as a general partner of Timbercrest Venture 80-1, 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.

NOTARY PUBLIC
Under my hand and seal the day and year last written
My Commission Expires October 12, 1985
My Commission expires: J. Spivey
Notary Public

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of July, 19 82, personally appeared GEORGE K. DAY, JR. to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of Timbercrest Development, Ltd., the general partner of Timbercrest Associates, a general partner of Timbercrest Venture 80-1, 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.

NOTARY PUBLIC
Under my hand and seal the day and year last written
My Commission Expires October 12, 1985
My Commission expires: J. Spivey
Notary Public

STATE OF OKLAHOMA
TULSA COUNTY
NOTARY PUBLIC
ANTHONY J. SPIVEY
COUNTY CLERK
1982 JUL -2 PM 3:56



Keep
Office
11-16

91454

CORRECTED AMENDMENT OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TIMBERCREST VENTURE 80-1, a General Partnership, as the sole owner and holder of legal title by Certificate, Plat, and Deed of Dedication, platted the following described subdivision:

"WESTWIND", an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof; which was thereafter duly recorded in the offices of the County Clerk of Tulsa County Oklahoma on May 14, 1982, as Plat No. 4212; and

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WHEREAS, said owner thereafter amended and modified the original restrictions imposed upon said Addition by mentioned Plat, Certificate and Deed of Dedication, to better promote and provide for the orderly development of said Addition by an Amendment of Restrictive Covenants dated July 1, 1982 and recorded July 2, 1982 in Book 4623 at Pages 887 and 888; and

WHEREAS, subsequent to the filing of said Amendment of Restrictive Covenants, certain ambiguities were determined to exist therein, due to mistake, inadvertent and scrivener's error; and

WHEREAS, the undersigned owner desires to amend, clarify, correct and more particularly define said Amendment to Restrictive Covenants imposed upon said Addition:

NOW, THEREFORE, in consideration of the recited objectives, the undersigned owner, makes the following Corrected Amendment of Restrictive Covenants, said Corrected Amendment to run with the land for the same period of time specified in the mentioned Plat, Certificate and Deed of Dedication, to wit:

1. Paragraph No. 4 of the original restrictions imposed upon said Addition, Plat No. 4212, reads as follows:

4. No single-story dwelling shall be erected in this Subdivision which has a living space of less than 1700 square feet. Two-story, including split-level dwellings, shall have a minimum of 850 square feet at the lower level. Living space means exclusive of garages, carports and porches.

2. The Amendment of Restrictive Covenants reads as follows:

4. No single-story dwelling shall be erected on the following lots in this Subdivision which has less than 1700 square feet or less than 850 square feet at the lower level on two-story or split-level dwellings on these same lots.

- A. Lots 1 thru 4, inclusive, Block 3
- B. Lots 1 thru 20, inclusive, Block 5
- C. Lots 1 thru 15, inclusive, Block 6
- D. Lots 7 thru 14, inclusive, Block 7
- E. Lots 1 thru 20, inclusive, Block 8

All other lots contained within this addition shall not be restricted to the above minimum square footage areas. Square footage on balance of lots to be restricted by separate instruments.

3. The intent of the above recited amendment was to place a minimum living area requirement on the lots listed, therefore the foregoing Amendment of Restrictive Covenants is corrected to remove any error or ambiguity and shall henceforth read as follows:



11-16-07
11:30 AM
COUNTY CLERK

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4. No single-story dwelling shall be erected on the following lots in this Subdivision which has a living space of less than 1700 square feet or less than 850 square feet of living space at the lower level on two-story or split-level dwellings on these same lots.

- A. Lots 1 thru 4, inclusive, Block 3
- B. Lots 1 thru 20, inclusive, Block 5
- C. Lots 1 thru 15, inclusive, Block 6
- D. Lots 7 thru 14, inclusive, Block 7
- E. Lots 1 thru 20, inclusive, Block 8

Living space means exclusive of garages, carports and porches. All other lots contained within this addition shall not be restricted to the above minimum square footage areas. Minimum square footage for dwellings located on other lots within this addition to be restricted by separate instruments.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on this 18 day of Oct, 1982.

BY THE TIMBERCREST COMPANIES, INC. a corporation, as general partner of Timbercrest Venture 80-1

Signature of George E. Day, Jr., President

ATTEST

Signature of Don L. Overley, Secretary (Corporate Seal)

and by

TIMBERCREST ASSOCIATES LIMITED, a limited partnership, as a general partner of Timbercrest Venture 80-1

By Timbercrest Development, Ltd. a corporation, general partner of Timbercrest Associates, Ltd.

Signature of George E. Day, Jr., President

ATTEST

Signature of Don L. Overley, Secretary (Corporate Seal)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of Oct, 1982, personally appeared George E. Day, Jr. To me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of The Timbercrest Companies, Inc. as a general partner of Timbercrest Venture 80-1, 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.

Given my hand and seal the day and year last written.

Notary Seal: Notary Public, State of Oklahoma, Commission Expires 10/15/83

Signature of Notary Public

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Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of Oct, 19 82, personally appeared George E. Day, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of Timbercrest Development, Ltd., the general partner of Timbercrest Associates, a general partner of Timbercrest Venture 80-1, 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.

My Commission Expires:

[Signature]
Notary Public

