

No. 96-072592

PLAT No. 5141

~~Dated: June 4th, 1996~~

Filed: July 24, 1996 at 11:28:53

In the office of the County Clerk
within and for Tulsa County,
State of OklahomaROLAND INVESTMENTS, LTD.,
an Oklahoma Corporation

-TO-

THE PUBLIC

WINDSOR OAKS

A part of the E/2 of the NW/4 of Section 34, Town-
ship 18 North, Range 14 East, an Addition to the City
of Broken Arrow, Tulsa County, Oklahoma

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That ROLAND INVESTMENTS, LTD., an Oklahoma Corporation, hereinafter
sometimes called "OWNER" is the owner in fee simple of the following
described real estate situated in the City of Broken Arrow, Tulsa
County, State of Oklahoma, to-wit:A part of the E/2 of the NW/4 of Section 34, Township 18 North,
Range 14 East of the Indian Base and Meridian, Tulsa County,
Oklahoma, and being more particularly described as follows:BEGINNING at the Southwest corner of "Windsor Estates Second", an
Addition to the City of Broken Arrow, Tulsa County, Oklahoma, accord-
ing to the official recorded plat thereof, thence S 89°53'33" E
along the southerly line of said "Windsor Estates Second", a distance
of 666.07 feet; thence S 64°11'02" E along said South line a distance
of 186.65 feet; thence N 17°16'00" E along said South line a distance
of 30.00 feet; thence S 72°44'00" E along said South line a distance
of 280.00 feet; thence S 17°16'00" W along said South line a distance
36.61 feet; thence due East along said South line, a distance of
220.31 feet to a point on the Easterly line of said NW/4; thence S
0°04'24" W along said East line, a distance of 1,154.01 feet to a
point, said point being the center of said Section 34, thence N 89°
54'35" W along the South line of said NW/4, a distance of 1,320.23
feet; thence N 0°04'53" E along the West line of said E/2 of the
NW/4, a distance of 1,323.89 feet to the POINT OF BEGINNING.Said Real Estate containing 1,679,281.56 square feet,
or 38.551 acres, more or less.

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The Owner has caused the same to be surveyed, staked, platted and subdivided into one-hundred thirty-seven (137) lots, eight (8) blocks, one (1) reserve, and streets as shown by the accompanying plat and survey thereof, and which plat is made a part hereof, and the owner has given to said plat the name of "WINDSOR OAKS", an Addition to the City of Broken Arrow, Tulsa County, Oklahoma.

Now, Therefore, the Owner, for the purpose of providing for the orderly development of "WINDSOR OAKS" and for the purpose of insuring adequate restrictions for the mutual benefit of the owner, its successors, grantees and assigns, the beneficiaries of the covenants set forth in Section I below, with respect to such covenants only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the owner or owners of any property within "WINDSOR OAKS" and by the beneficiaries of the covenants set forth in Section I below, with respect to such covenants only.

SECTION I. STREETS AND UTILITY EASEMENTS

The Owner does hereby dedicate for public use forever the streets, rights-of-way, utility easements, and Reserve "A" as designated and shown on the accompanying plat, for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, cable television 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 right of ingress and egress to said easements for the uses and purposes aforesaid, 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 over, across and along all of the easement areas shown on the plat, both for the purpose of furnishing services to the area included within the plat.

Landscape repair within restricted water line, sewer line, utility easements or reserve areas as a result of water or sewer line or other utility repairs due to breaks and failures shall be borne by the owners of the lots. Driveways shall be replaced by the City unless repairs are due to negligent activities of the lot owner. No building, structure or other above or below ground obstructions, that will interfere with the aforesaid shall be placed, erected, installed or permitted upon the easement-ways or right-of-way as shown.



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~~A. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES~~

1. Overhead pole lines for the supply of electric, telephone and cable television may be located in the easement areas reserved for general utility services and in the streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in such easement-ways and streets.

2. Electric, telephone and cable television service may be underground service lines and/or cables to all buildings provided that upon the installation of such service line or cable to a particular building, the supplier of said 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 line or cable, extending from the pole, service pedestal or transformer to the service entrance on said building, the owner of each lot may grant additional easements as needed for above said services.

3. The suppliers of electric, telephone and cable television services, through their 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 them.

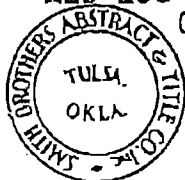
4. The owner of each lot shall be responsible for the protection of the underground electric, telephone and cable television facilities located on his property, and shall prevent the alterations of grade or any construction activity which may interfere with said facilities. The respective companies will be responsible for ordinary maintenance of the said underground facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owners of each lot or his agent or contractors.

5. The foregoing covenants and restrictions concerning electric, telephone and cable television facilities shall be enforceable by the various and respective suppliers of such services, and the owner of each lot agrees to be bound hereby.

B. WATER AND SANITARY SEWER SERVICE

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade in excess of three feet (3') from the original contours or any construction activity which may interfere with said public water main and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

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2. ~~The City of Broken Arrow or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or its agents or contractors.~~

3. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment 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 water and sewer facilities.

4. The foregoing covenants and restrictions concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors and the owner of each lot agrees to be bound hereby.

C. GAS SERVICE

1. The suppliers of gas service, through their 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 them.

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

3. The foregoing covenants and restrictions concerning underground gas facilities shall be enforceable by the suppliers of said services, and the owner of each lot agrees to be bound hereby.

D. LIMITS OF NO ACCESS

1. The owner hereby relinquishes right of ingress and egress to the above described property within the bounds designated on the accompanying plat as "Limits of No Access" (LNA) except as may hereafter

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~~be released, altered, or amended by the City of Broken Arrow, or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.~~

E. STORM SEWER

1. The City of Broken Arrow, or its successors, through its proper agents and employees shall at all times have right of access with their equipment to the utility easements and reserve area for the purpose of installing, maintaining, removing and replacing any portions of the underground storm sewer system.
2. No fence, wall, or building which would cause an obstruction shall be placed or maintained in the drainage easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.
3. The City of Broken Arrow, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
4. The foregoing covenants and restrictions concerning the public storm sewer system shall be enforceable by the City of Broken Arrow, or its successor, and the owner of each lot agrees to be bound hereby.

F. RESERVE "A": STORMWATER DETENTION AND UTILITY EASEMENT

1. For the common use and benefit of the owners of the Lots within "WINDSOR OAKS" and for the benefit of the City of Broken Arrow, Oklahoma (hereinafter referred to as the "City"), the owner herein establishes and grants a perpetual easement on, over, and across the area designated on the accompanying plat as Reserve "A" for the purposes of constructing and maintaining stormwater detention facilities to detain stormwater discharge from "WINDSOR OAKS" and for the further purposes of permitting the flow, conveyance and discharge of stormwater runoff from the various lots within "WINDSOR OAKS" and from properties outside "WINDSOR OAKS", Reserve "A" shall be owned, developed and maintained by the owners of the lots within "WINDSOR OAKS" as hereinafter specified.
2. Detention and drainage facilities constructed in the Detention easement area shall be in accordance with plans and specifications approved by the city.

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3. No fence, wall, building, or other obstruction may be placed or maintained in Reserve "A", nor shall there be any alteration of the grades or contours in the detention easement area after detention and drainage facilities are constructed unless approved by the City, Provided, However, that the planting of turf or single trunk trees having a caliper of not less than 2-1/2 inches and customary play-ground equipment shall not require the approval of the City.

4. The Detention facilities and public utilities located within Reserve "A" shall be maintained by the City at its expense, and the maintenance shall be performed to the extent necessary to achieve the intended drainage and detention functions, including repair of appurtenances and removal of obstructions and siltation; Provided, However, Routine and customary grounds maintenance within the detention easement area shall be the obligation of a Homeowners' Association hereinafter referred to as the "Association" whose membership shall consist of the owners of Lots within "WINDSOR OAKS". Grounds maintenance by the Association shall be at its cost, and shall be in accordance with the following standards:

- A. The detention easement area shall be kept free of litter; and
- B. The detention easement area shall be mowed during the growing season at intervals not exceeding 4 weeks.

5. In the event the Association should fail to properly maintain the detention easement area as above provided, the city or its designated contractor may enter the detention easement area and perform such grounds maintenance and the cost thereof shall be paid by the Association.

6. In the Event the Association fails to pay the cost of the grounds maintenance after completion of such maintenance by the City and Receipt of a statement of costs, the city may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within "WINDSOR OAKS"; Provided, However, the lien against each lot shall not exceed 1/138th of the cost of maintenance. A lien established as above provided may be foreclosed by the City in the manner provided for the foreclosure of liens under title 42, O.S. §171, et seq.

7. The covenants above set forth shall be covenants running with the land and shall both burden and benefit the lots within "WINDSOR OAKS", and shall be binding upon and enforceable by the association and the owners of the lots within "WINDSOR OAKS" and their successors in title, and shall benefit and be enforceable by the City.

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8. ~~The detention utility easement above granted (Reserve "A") or any part thereof may be terminated, released, cancelled upon resolution by the City Council of the City of Broken Arrow, Oklahoma.~~

9. Nothing above set forth shall modify the obligation of the City and the supplier of any utility service for maintenance of any water sewer, sanitary, or other public utility facility that may now or hereafter be located within Reserve "A" pursuant to the grant within Section I of this Deed of Dedication of a general utility easement on, over and across Reserve "A".

SECTION II. RESTRICTIVE COVENANTS

A. All lots in the addition shall be residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling. The owner or his designated agent reserves the right to review and approve builder's plans prior to commencing construction of any single-family dwelling. Reserve "A" shall be limited to use for open space, landscaping, recreation and stormwater detention and drainage facilities and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section III hereof.

B. No building shall be located nearer to the front lot line, or nearer to the side street line than the building lines shown on the recorded plat; and in any event, no building shall be located nearer than five (5) feet to any side lot line and both side lines shall total not less than fifteen (15) feet.

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

D. No dwelling shall be erected or placed on any residential lot which has a floor area of less than 1,500 square feet, measured over exterior masonry walls, excluding garages and open porches. No structure shall be erected or placed on any residential lot which has an exterior wall area constructed of less than 35% masonry or masonry veneer. Doors, windows and gable areas shall be excluded in said 35% computation.

E. No fences shall be installed on the front portion of any residential lot in the addition between the front line and the building set back line and no fence on any residential lot shall be more than six (6) feet in height.

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F. No trailer, basement, tent, shack, garage, barn or other out-buildings shall be placed or erected on any residential lot, either temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence. No modular, manufactured or mobile homes shall be permitted in this addition.

G. No animals, including fowls, shall be raised, bred or kept on any residential 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 leashed.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

The owner has formed or shall cause to be formed the "WINDSOR OAKS" Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of "WINDSOR OAKS".

B. MEMBERSHIP

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the association, and membership shall be appurtenant to and may not be separated from the ownership of the lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. COVENANT FOR ASSESSMENTS.

The owner and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the association, assessments to be established by the board of directors in accordance with a declaration to be executed and recorded by the owner prior to the conveyance of a lot within "WINDSOR OAKS", an assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. CERTAIN RIGHTS OF THE ASSOCIATION

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.



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APPROVED 3-04-96 by the City Council of the City of Broken Arrow, Oklahoma.

James Reynolds by dw
Mayor
Brenda Ray by dw
Attest: City Clerk

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$4,970.00 per trust receipt no. 10929 to be applied to 1996 taxes.

This certificate is NOT to be construed as payment of 1996 taxes in full but is given in order that this plat may be filed of record.

1996 taxes could exceed the amount of the security deposit.

Dated July 24, 1996.

Dennis Semler
Tulsa County Treasurer
By D. L. Parnell
Deputy

(SEAL)

