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No. 805757
PLAT #3948
Dated: Sept. 7, 1979
Filed: Sept. 11, 1979, at 2:51 PM
In the office of the County
Clerk within and for Tulsa
County, State of Oklahoma

WOLF CREEK DEVELOPMENT
COMPANY, INC.

-to-

THE PUBLIC

WOLF CREEK ESTATES IV
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY,
OKLAHOMA, A SUBDIVISION OF THE SW¹/₄ OF THE NE¹/₄, THE W¹/₂
OF THE NW¹/₄ OF THE NE¹/₄, AND A PART OF THE SE¹/₄ OF THE
NE¹/₄ OF SECTION 21, T-18-N, R-14-E

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

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

KNOW ALL MEN BY THESE PRESENTS: THAT WOLF CREEK DEVELOPMENT
COMPANY, INC., an Oklahoma corporation, being the sole owner of
the following described real property situated in Tulsa County,
State of Oklahoma, to-wit:

A tract of land located in the Northeast Quarter of Section 21,
T18N, R14E of the Indian Base and Meridian, Tulsa County, Oklahoma,
more particularly described as follows, to-wit:

Beginning at a point, said point being the Northwest corner of
the Northeast Quarter of said Section 21;
thence S 00°02'55" E along the West line of said Northeast Quarter
a distance of 2639.68 feet to a point, said point being the South-
west corner of said Northeast Quarter;
thence S 89°57'23" E along the South line of said Northeast
Quarter a distance of 307.01 feet to a point;
thence Due North a distance of 241.38 feet to a point;
thence N 34°59'31" E a distance of 122.07 feet to a point;
thence N 61°41'57" E a distance of 295.30 feet to a point;
thence N 50°04'51" E a distance of 456.35 feet to a point;
thence Due East a distance of 331.17 feet to a point;
thence N 56°55'39" E a distance of 65.44 feet to a point;
thence Due North a distance of 345.00 feet to a point;
thence Due West a distance of 55.00 feet to a point;
thence N 00°01'27" W a distance of 165.00 feet to a point, said
point being the Northeast corner of the Southwest Quarter of the
Northeast Quarter of said Section 21;
thence N 89°59'39" W along the North line of said Southwest

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Quarter of the Northeast Quarter a distance of 659.53 feet to a point, said point being the Southeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 21;

thence N 00°02'11" W along the East line of the West Half of the Northwest Quarter of the Northeast Quarter a distance of 1320.28 feet to a point, said point being the Northeast corner of said West Half of the Northwest Quarter of the Northeast Quarter; thence S 89°58'05" W along the North line of said Northeast Quarter a distance of 659.81 feet to the POINT OF BEGINNING, said described tract containing 46.55 acres, more or less.

and hereby certifies that it has caused the same to be surveyed into lots, blocks, streets, and avenues, in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name "WOLF CREEK ESTATES IV", an Addition to the City of Broken Arrow, State of Oklahoma.

The undersigned WOLF CREEK DEVELOPMENT COMPANY, INC., an Oklahoma corporation, 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 above described real property and for the further purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title to all lots situated within said "WOLF CREEK ESTATES IV" Addition, the undersigned WOLF CREEK DEVELOPMENT COMPANY, INC., an Oklahoma corporation, does hereby impose the following restrictions, protective covenants and reservations, and does hereby create the following easements to which it shall be incumbent upon its successors in title to all of said lots and any interest therein to adhere:

- A. All lots in this Addition shall be known, described and used as residential lots. No structure exceeding two (2) stories in height shall be erected, altered, placed or permitted to remain on any lot within this Addition. All residential dwellings must have a private garage, providing space for not less than two (2) cars, such garage to be attached to the residence. No structure shall be erected, altered, placed or permitted to remain on any lot within this Addition other than one detached single family dwelling.
- B. All garages, servant quarters, tool sheds, hobby rooms, etc., shall be attached to the residential dwelling.

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- C. The exterior of all structures erected on any lot in this Addition shall be constructed of not less than fifty per cent (50%) brick, stone or stucco. Exterior walls shall be so constructed that no concrete stem wall will be exposed to view.
- D. Self-seal composition shingles will be permitted on roofs, as long as they are not less than 235#. No roof pitch shall be lower than 2- $\frac{1}{2}$ -12 on any structure erected on any lot, unless architectural design of such structure designates a mansard roof.
- E. No one-story residential dwellings shall be erected on any lot in this Addition which have less than One Thousand Four Hundred (1400) square feet in area, exclusive of garage, basement, and open porches. No two story or one and one-half story residential dwelling shall be erected on any lot in this Addition which is less than One Thousand Seven Hundred feet in area exclusive of garage, basement, balconies, and open porches.
- F. No noxious or offensive trade or activity shall be carried on upon any lot in this Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except that dogs or cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial use.
- G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed in this Addition shall at any time be used as a residence, temporarily or permanently. No structure may be occupied temporarily or permanently as a dwelling on any lot in this Addition until construction of said structure has been fully completed.
- H. No structure previously used or erected shall be moved onto any lot in this Addition.
- I. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the front building line or nearer to the side street lot line than the side street building line shown on the recorded plat, EXCEPT that the undersigned WOLF CREEK DEVELOPMENT COMPANY, INC., or its successors, may erect a fence along all or any of the North and West boundary of this Addition.

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- J. Automobiles, Boats and Trailers: Except as hereinafter provided, no lot or parcel shall be used as a parking, display or accomodation area for any tupe of motor vehicle, boat, trailer, camper or motor-driven cycle. The purpose of parking, display or accomodation areas is to store, or to perform any activity thereon such as, but not limited to, maintenance, reapiir, rebuilding, dismantling, repainting, servicing of any kind, or storage, except as hereinafter expressly provided. Such storage or activities may be performed within completely enclosed garages or other structures located on the lot which screen the sight and sound of the activities from the street and from adjoining property. The foregoing restrictions shall not be deemed to prevent the washing or polishing of such motor vehicles, boats, trailers, campers or motor-driven cycles, together with those activities normally incident or necessary to such washing and polishing. All such motor vehicles, boats, trailers, campers, or motor-driven cycles may also be stored or parked on a side lot area and screened from public view either by an adequate type of six-foot fencing or by landscaping; provided, however, in no event shall such storage or parking be beyond the front building line of the said lot or parcel.
- K. Sidewalks, four feet wide, shall be constructed along the street side of all lots.
- L. In connection with the installation of underground electrical and telephone services, all lots in this Addition are subject to the following provisions, which are enforceable by Public Service and General Telephone Company, to-wit:
- a. Overhead pole lines for the supply of electric or telephone service may be located along the North and South and West boundaries of this 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 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. Except to houses on lots described in paragraph a. above, which may be served from overhead electric and telephone lines, underground service cable to all houses which may be located on all lots in said Addition may be run



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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 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 of 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 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 electric facilities so installed by it.

d. The owner of each lot shall be responsible for the protection of the underground 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 or telephone facilities. The Company 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 or telephone facilities shall be enforceable by the supplier of electric or telephone service, and the owner of each lot agrees to be bound hereby.

M. DRAINAGE EASEMENTS: No trees, shrubs or seedlings of any form shall be planted in the drainage easements except for certain grasses normally used for lawn purposes. No obstruction shall be placed or permitted to remain in any of the designated drainage easements that would hinder or restrict the free and voluntary flow of stream water from its intended passageway. Maintenance of the area shall be the responsibility of the lot owner except that the City of Broken Arrow, Oklahoma, their employees or agents, at their discretion, have the right to enter upon said easement

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for the purpose of improving and/or maintaining the same. There will be no compensation to the lot owners for such actions. Construction of fences within said easements will not be permitted.

The above described restrictions and protective covenants, and each of them, are to run with the land and shall be binding on all parties and persons claiming under them until November 1, 2001, at which time the said restrictions and protective covenants shall be automatically extended for successive periods of ten (10) years each, provided, however, that after _____, 20____, the then owners of a ninety (90) percent majority of all lots in the Addition may amend, modify, or vacate said restrictions and protective covenants, either in whole or in part, which amendment, modification or vacation shall be evidenced by a recordable instrument in writing signed by the them owners of a majority of all lots in this Addition, and duly filed for record in the Office of the County Clerk of Tulsa County, Oklahoma.

Invalidation of any one of the within and foregoing restrictions or protective covenants by final judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned WOLF CREED DEVELOPMENT COMPANY, INC., an Oklahoma corporation, hereby dedicates to the public use forever, rights-of-way and easements as shown and designated on the accompanying plat for the several purposes of construction, maintenance, operation, repair, removal and replacement of any and all public streets and utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformer, gas lines and water lines, cable television, together with all fittings and equipment for each of such facilities, including the poles, wires, conduit pipes, valves, meters and other appurtenances thereto, with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in any and all of the streets shown on said plat; PROVIDED, however, that the undersigned WOLF CREED DEVELOPMENT COMPANY, INC., an Oklahoma corporation, hereby reserves the right unto itself or its successors 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 purpose of furnishing water and/or sewer service to the area included



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in said plat and/or to any other area.

This certificate of Dedication, Bill of Assurance and Easement Grant shall be binding upon the undersigned, its successors and assigns, and upon all future owners of any interest in any lot in this Addition.

IN WITNESS WHEREOF, the undersigned WOLF CREEK DEVELOPMENT COMPANY, INC., an Oklahoma corporation, has caused this Certificate of Dedication, Bill of Assurance and Easement Grant to be duly executed by its members and attested by its Secretary and its seal affixed hereto this 7th day of Sept., 1979.

WOLF CREEK DEVELOPMENT COMPANY, INC.
an Oklahoma Corporation
Luke Arnold
President

William R. Childress
Secretary

(CORPORATE SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned Notary Public within and for said County and State, on this 7th day of September, 1979, personally appeared Luke Arnold, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 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 said corporation for the uses and purposes therein set forth.

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

(SEAL)

My commission expires February 23, 1983

Gloria K. Allred
Notary Public

We, ENGINEERING CONSULTANTS, INC., of Tulsa, Oklahoma, do hereby certify that we have, 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.

Signed and sealed this 10th day of July, 1979.



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SEAL
ENGINEERING CONSULTANTS, INC.

BY: LYNDEN L. BURROW
L.S. 1077

STATE OF OKLAHOMA }
 } SS
COUNTY OF TULSA }

Before me, the undersigned Notary Public within and for said County and State, on this 10th day of July, 1979, personally appeared Lynden L. Burrow, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument 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 ENGINEERING CONSULTANTS, INC., for the uses and purposes therein set forth.

SEAL
My Commission Expires 5-20-82

LINDA LUKER
Notary Public

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Broken Arrow Planning Commission on 8-23-79.

JIM WHITLOCK
Secretary
BR

CERTIFICATE

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 \$911.80 per trust receipt no. 1495 to be applied to 1979 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1979 taxes in full, but is given in order that this plat may be filed of record. 1979 taxes could exceed the amount of the security deposit.

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SEAL
Dated Sept. 11, 1979

JOHN F. CANTRELL
Tulsa County Treasurer
BY: ROGENA PERKINS
Deputy

