

# BENTREE

AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA  
A SUBDIVISION OF A PART OF LOTS 4 AND 5 AND A PART OF THE S.E. 1/4  
OF THE N.W. 1/4 OF SECTION 6, T-18-N, R-15-E

OWNER-DEVELOPER

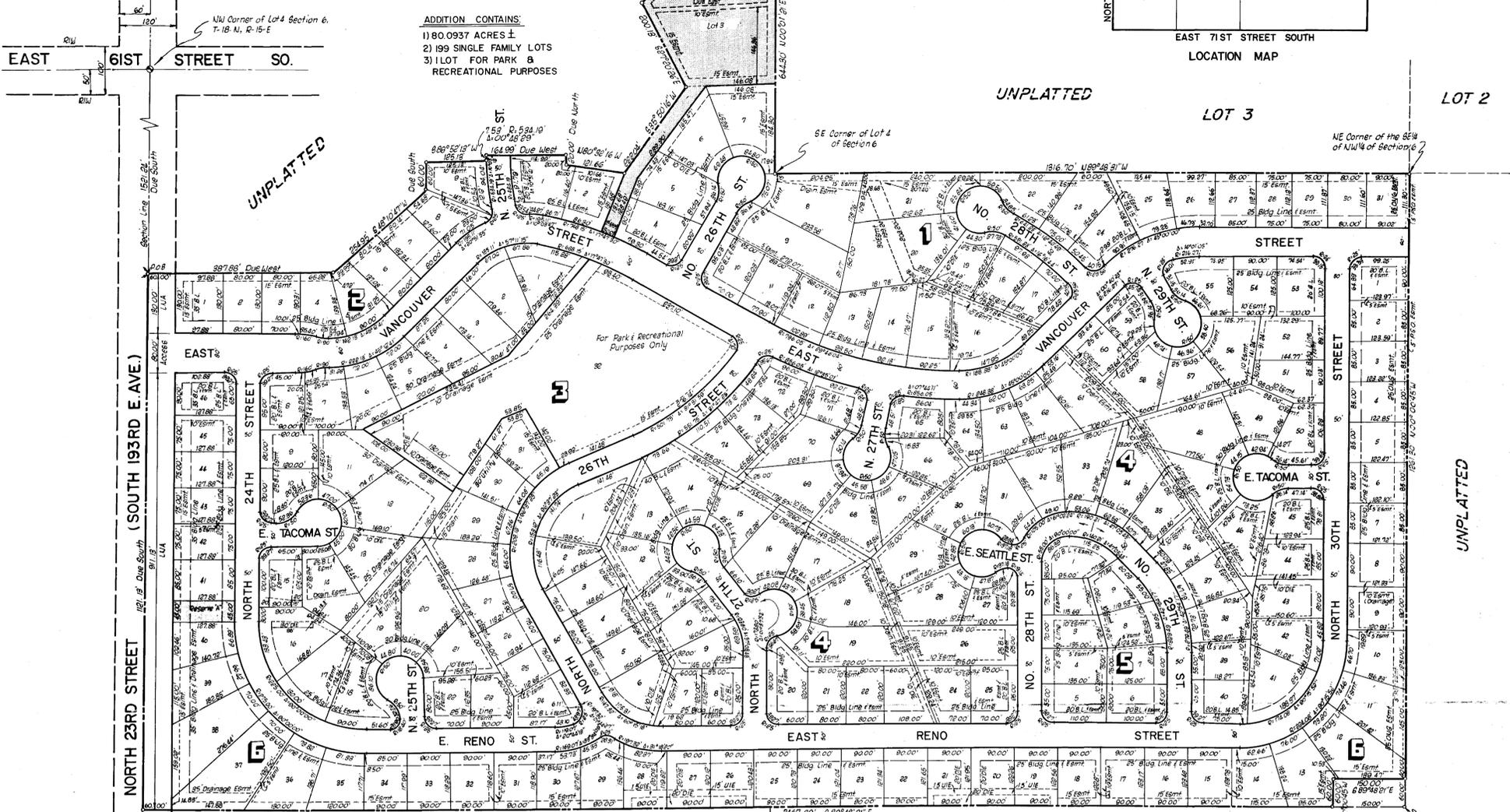
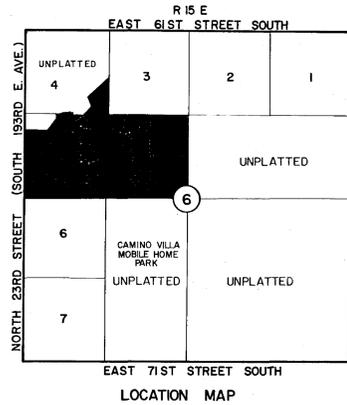
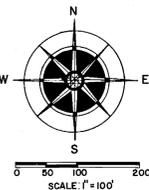
## THE TIMBERCREST COMPANIES INC.

5550 SOUTH LEWIS AVENUE  
TULSA, OKLAHOMA 74105  
PH. 1-918-749-7905

ENGINEERS

ENGINEERING CONSULTANTS, INC.  
5550 SOUTH LEWIS AVENUE  
TULSA, OKLAHOMA 74105  
PH. 1-918-749-7968

APPROVED 5-17-80 by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
Attest: City Clerk  
Debra L. Bailey



STATE OF OKLAHOMA )  
COUNTY OF TULSA )

**CERTIFICATE AND DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THE TIMBERCREST COMPANIES, INC., an Oklahoma Corporation ("Timbercrest"), being the owner of the following described land in Wagoner County, State of Oklahoma, to-wit:

All that part of Lots Four (4) and Five(5) and the southeast quarter of the Northwest quarter (SW 1/4 NW 4) of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian according to the United States Government survey thereof, Wagoner County, State of Oklahoma, more particularly described as commencing:

From the Northwest corner of said Lot 4, thence due South along the West line of said Section 6, a distance of 1521.24 feet to THE POINT OF BEGINNING, thence continuing due South along said West line a distance of 1121.13 feet to a point, said point being the Southwest corner of said Lot 5, thence South 89°48'21" East along the South line of said Lot 5 and the said Southeast 1/4 of the Northwest 1/4 a distance of 2467.89 feet to a point, thence North 00°00'45" West a distance of 60.00 feet to a point, thence South 89°48'21" East a distance of 150.00 feet to a point in the East line of said Southeast 1/4 of the Northwest 1/4, thence North 00°00'45" West along the said East line a distance of 1261.30 feet to a point, said point being the Northwest corner of said Southeast 1/4 of the Northwest 1/4, thence North 89°48'21" East along the said Southeast 1/4 of the Northwest 1/4 a distance of 1316.70 feet to a point, said point being the Southeast corner of said Lot 4, thence North 00°00'21" East along the East line of said Lot 4 a distance of 644.30 feet to a point, thence South 44°16'37" West a distance of 394.18 feet to a point, thence South 27°20'26" East a distance of 200.13 feet to a point, thence South 39°50'10" West a distance of 222.04 feet to a point, thence North 80°32'10" East a distance of 121.66 feet to a point, thence due North a distance of 20.00 feet to a point, thence due West a distance of 164.99 feet to a point, thence South 00°19'18" East a distance of 0.00 feet to a point, thence South 88°52'13" West a distance of 125.13 feet to a point, thence due South a distance of 60.00 feet to a point, thence South 48°10'47" West a distance of 254.95 feet to a point, thence due West a distance of 387.85 feet to THE POINT OF BEGINNING said described tract containing 80.0937 acres more-or-less.

Timbercrest has caused the above-described real property to be surveyed and platted into a residential subdivision, henceforth known as BENTREE, an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, and to be used as a residential subdivision, in furtherance of the orderly development and beneficial public use of BENTREE, Timbercrest does hereby grant and dedicate to the public and all future owners of the lots in BENTREE, and for public use all streets, easements 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 details design and location of which are shown on the plat of said subdivision, and which shall be restricted to the location, installation and placement of a Sanitary Sewer pumping unit, and both parcels, Reserve A and Lot 3, Block 1, 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 BENTREE 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 to its owner hereafter. 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, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall be binding upon and enforceable against 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 claiming by, through and under them until January 1, 2000, which time the same shall be automatically extended for successive periods of twenty (20) years thereafter; PROVIDED, however, upon not less ten (10) days notice, by written ballot and vote of not less than two-thirds (2/3) of all of the property owners in BENTREE, 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 evidence of such vote on the given monument or modification, and the applicable amendment or modification shall be filed of record in the depository for land records in Wagoner County, State of Oklahoma. In the event Timbercrest, its successors or assigns, or any future owner of any lot or lots within BENTREE, 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 BENTREE, or the lawfully constituted Association of such property owners, 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:

- All lots in the subdivision shall be restricted to residential single-family dwellings. No lot may be subdivided to accommodate two or more separate owners and/or dwellings.
- No buildings, nor parts thereof, except open porches and terraces shall be constructed and maintained on said lots hereafter to the front property lines than the building set-back lines shown on the accompanying plat. All lots designated for single-family residential use shall be 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.
- No dwelling shall be developed 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 shall appoint each year a new member to serve for three years, and the third member for three years. After this initial appointment, the Committee 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.
- No single-story dwelling shall be erected in this subdivision which has a living space of less than 1400 square feet. Two-story, including split-level dwellings, shall have a minimum of 800 square feet at the lower level. Living space means exclusive of garages, carports and porches.
- The exterior of all structures erected on any lot in this addition shall be constructed of not less than 300 square feet of brick, stone or stucco.
- All dwellings shall have attached garages suitable for accommodating a minimum of two standard size automobiles. All servant quarters, tool sheds, hobby room, etc., shall be attached to the house. A porte-cochere 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.
- 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 chalk walks or driveways will be permitted. Driveway materials shall be concrete.
- Alphabet 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.
- Boats, trailers, pickup 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 the yard or lawn.
- 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 homestead. Standard chain link fencing is allowed. Fences shall not exceed three (3) feet in height, compatible to the architecture of the residence, constructed of brick, concrete, brick and stone, brick and frame, stone and frame or split rails may be built forward of the building lines shown on the plat.
- 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.
- No mobile home, new or used, nor any used dwelling or out building shall be moved into this subdivision.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 equipment for the storage of waste material, or its disposal, and all lots shall be kept in a clean and orderly manner.
- No outside toilets shall be allowed on the property hereon described and all sanitary facilities must comply with local and state health requirements.
- No radio or television transmitting or receiving antenna may be erected in excess of ten (10) feet above the roof line of a house on any lot without the approval of the Committee.
- 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.
- 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:
  - 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 lines 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.
  - 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 such lot; provided that 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 on said house.
  - 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 relocating any portion of said underground cable tv, electric facilities as installed by it.
  - 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 the 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. Lot 32, Block 3, of BENTREE, an addition to the City of Broken Arrow, Wagoner County, Oklahoma, according to the recorded plat thereof shall be reserved for the exclusive use, enjoyment, and purposes specified in that certain declaration of covenants, conditions and restrictions made and executed by Timbercrest on the 20th day of July, 1980, and filed in the office of the County Clerk of Wagoner County, State of Oklahoma on the 27th day of August, 1980, in Book 5162, Page 229, which is incorporated herein by reference.

24. Should a court of competent jurisdiction by final order, judgment or decree determine that any covenant, or part thereof, heretofore 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, not so found, which shall remain in full force and effect.

IN WITNESS WHEREOF, Timbercrest has set its hand and seal this 12th day of Sept., 1980.

THE TIMBERCREST COMPANIES, INC.  
By: *George E. Bay, Jr.*  
Secretary (Corporate Seal)

ATTEST: *Don L. Oberley*  
Secretary (Corporate Seal)

Before me, the undersigned Notary Public in and for said County and State, on this 12th day of September, 1980, personally appeared George E. Bay, Jr., to be known to be the identical person who subscribed the name and maker thereof to the foregoing instrument as its President and acknowledged to me that he did so free and voluntary act 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 above written.

My Commission expires: *July 12, 1982* *Donita L. Bailey*  
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.

Signed and sealed this 12th day of SEPT., 1980

ENGINEERING CONSULTANTS, INC.  
By: *Lyndon L. Burrow*  
Lyndon L. Burrow, Vice President  
L.S. No. 1077

ATTEST: *Debra L. Sullivan*  
Secretary (Corporate Seal)

Before me, the undersigned Notary Public in and for said County and State, on this 12th day of September, 1980, personally appeared Lyndon L. Burrow to be 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 so free and voluntary act 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 above written.

My Commission expires: *July 12, 1982* *Donita L. Bailey*  
Notary Public