

= VACATED = BOOK 698 PAGE 780 (7-11-86)

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That ROBSON DEVELOPMENT COMPANY, an Oklahoma Corporation (herein called the "Owners"), now the record owner of the following described real property situated in the City of Broken Arrow, State of Oklahoma (herein called the "Addition"), to-wit:

A tract of land lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 9, Township 18 North, Range 15 East of the Indian Base and Meridian in Wagoner County, Oklahoma, more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter (SE/4) of Section 9; thence North 89°37'05" West along the South line thereof a distance of 1,225.51 feet to a point lying 100.00 feet East of the West line of said East Half (E/2) of the Southeast Quarter (SE/4) of Section 9; thence North 00°09'28" West and parallel to said West line a distance of 2,642.57 feet to a point on the North line of said Southeast Quarter (SE/4) of Section 9; thence South 89°35'26" East along said North line a distance of 1,224.82 feet to the Northeast corner of said Southeast Quarter (SE/4) of Section 9; thence South 00°10'22" East along the East line of said Southeast Quarter (SE/4) of Section 9, a distance of 2,641.99 feet to the point of Beginning, containing 74.3128 Acres, more or less.

has caused said real property to be surveyed, staked and platted into lots and streets in conformity with the plat hereon and annexed hereto, and have caused the same to be named and designated "OAKLANE", an Addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, and hereby dedicates all streets shown upon said Plat to the public use, and establishes the following restrictive covenants and creates easements as hereinafter described.

The undersigned OWNER does hereby relinquish any and all rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA) along Oneta Road and East Houston Street.

In connection with the installation of underground electric and communication services, all of the lots are subject to the following provisions, to-wit:

- (a) Overhead pole lines for the supply of electric and communication services may be located along the North, East, West and South 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, sources 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 or communication service lines, 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 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 or communication 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.
(c) The supplier of electric or communication service, through its 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 electric or communication facilities so installed by it.
(d) The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Company will be responsible for ordinary maintenance of underground electric and communication 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 and communication facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

The undersigned owners further dedicate to the public for public use, easements as are shown and designated on said plat, for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utility installations, including storm and sanitary sewers, electric, communication and telephone 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 other appurtenances thereto, with right of ingress and egress to and upon said easements for uses and purposes aforesaid, together with similar right in each and all of the streets shown on said plat; provided that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction and maintenance, operation, laying and relaying over, across, and along all the public streets and easement areas shown in said plat, both for the purpose of furnishing said facilities to the area included in said plat and in any other area. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area 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 or utility company is responsible.

No structure or fence shall be permitted on, through, or across those areas designated as drainage easements and the City of Broken Arrow shall have the right to enforce this covenant along with the right to operate and maintain storm water facilities located within these easements.

RESTRICTIVE COVENANTS

The owners and proprietors being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition, do hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said property and any of said property and any person accepting conveyance thereof, either directly from them or remotely from any of their grantees, shall take the same subject to such conditions, restrictions and protective covenants, and by accepting such covenants shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all responsibilities, to-wit:

- 1. All lots in said addition shall be used for single-family residences.
2. Buildings shall not exceed two stories in height. (Tri-level or multi-level houses are to be considered as two story buildings.)
3. No dwelling having a finished floor area of less than 1,200 sq. ft., exclusive of open porches and garages, shall be permitted on any lot. No two-story dwelling shall have less than 850 sq. ft. on the first floor level. All dwellings shall have a minimum of a two-car garage. All dwellings shall have a minimum of 25% of the exterior wall area of the first floor covered with stone, stucco, or brick veneer. An exception to the above veneer requirement can be made in the instance of a request to build an all wood dwelling. Such a unit can be approved but not until plans for such all wood dwelling, including a sample of the proposed material, have been submitted to and approved by the Architecture Review Committee.
4. Fireplace flue pipes shall be enclosed with a chimney made of masonry veneer or wood. The height of all chimneys shall be sufficient to provide proper draft and to be compatible with house design.
5. No building shall be located beyond the minimum front and side building setback lines shown on the recorded plat, except that open porches or terraces may extend beyond the building setback lines. No building nor any projection thereof shall be located nearer than five (5) feet to any side lot line and having a total side yard of not less than fifteen (15) feet. No detached garages or other outbuildings shall be located on any lot unless approved by the Architecture Review Committee.
6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

- 7. No mobile home, modular home, trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands 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.
8. No structure previously used for residential purposes shall hereinafter be moved onto any lot in the said platted addition.
9. No radio or television transmitting or receiving antenna may be erected in excess of ten (10) feet above the roof line on any lot without the consent of the Architecture Review Committee.
10. No fence shall be permitted in front of the front building line except decorative fences not exceeding 24 inches in height. No decorative fence shall be placed or erected unless approved by the Architecture Review Committee as set out in Paragraph 14. In no event shall any fence or wall on any portion of the lot exceed six (6) feet in height.
11. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purpose.
12. So long as mail deliveries are made at the curb in the addition, all mail boxes including their standards are to be approved by the Architecture Review Committee.
13. Boat, trailers, pick-up campers, race cars, dune buggies, airplanes and unoperative vehicles shall not be kept 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 confined to the prepared driveway and will not be allowed on the yard or lawn.
14. No building, fence, wall, foundation or any type structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefor or information satisfactory to the Architecture Review Committee shall have been submitted to and approved in writing by the Architecture Review Committee. In passing such plans, specifications, plot plans and grading plans the Architecture Review Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which they are to be built, the site upon which it is to be erected, and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property. The members of the Architecture Review Committee shall be Frank C. Robson, Nick Robson and John J. Robson, and/or their duly authorized representatives. In the event of death or resignation of any member of the Architecture Review Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
15. These covenants shall run with the land and shall be binding upon the undersigned owners and on all persons claiming under the owners until January 1, 2003, after which time said covenants shall be deemed automatically extended for successive periods of 10 years, provided however, either before or after 2003, the then owners of a majority of the lots in said addition may change or vacate these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said addition and duly filed for record in the Office of the County Clerk of Wagoner County, Oklahoma.
16. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions stated herein, it shall be lawful for any person or persons owning any of the real estate above described to prosecute any proceedings at law or in equity against the person or persons violating the same, and either to prevent him or them from so doing or to recover damages therefor.

IN WITNESS WHEREOF, ROBSON DEVELOPMENT COMPANY, has caused this Certificate of Dedication and Restrictive Covenants to be executed this 20th day of August, 1984.

ATTEST: [Signature] Frank C. Robson, Secretary
STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss.
ROBSON DEVELOPMENT COMPANY, an Oklahoma Corporation
By: [Signature] Nick Robson, President

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of August, 1984, personally appeared Nick Robson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its President, 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 of office the day and year above written.
My Commission Expires: 7-18-88
[Signature] Notary Public

CERTIFICATE OF SURVEY

We, COX & ASSOCIATES, INC., Engineers of Tulsa, Oklahoma, 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 20th day of August, 1984.
COX & ASSOCIATES, INC., ENGINEERS
By: [Signature] Jack C. Cox, Registered Land Surveyor

STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss.
Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of August, 1984, personally appeared Jack C. Cox, to me known to be the identical person who executed the within and 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 Cox & Associates, Inc., for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.
My Commission Expires: January 7, 1986
[Signature] Notary Public

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1984 tax rolls the taxes on the above description are paid.

[Signature] Patsy Costes, County Treasurer
Deputy

APPROVED 9-6-83 by the City Council of the City of Broken Arrow, Oklahoma.
[Signature] Nick Hood, Mayor
[Signature] Patsy Costes, Attest: City Clerk

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