

STATE OF OKLAHOMA }  
COUNTY OF WAGONER } 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 Wagoner County, State of Oklahoma to-wit:

A part of Lot 6, Section 6, Township 18 North, Range 15 East of the T.B. & M., Wagoner County, State of Oklahoma, more particularly described as follows:

Beginning at a point, being the Northwest corner of Lot 6, Section 6, Township 18 North, Range 15 East, thence due South along the West boundary line of said Lot 6 a distance of 1,321.19 feet to a point, being the Southwest corner of said Lot 6; thence South 89°48'11" East along the South boundary line of said Lot 6 a distance of 1,296.50 feet to a point; thence North 00°18'00" West a distance of 595.78 feet to a point; thence due North a distance of 725.49 feet to a point in the North boundary line of said Lot 6; thence North 89°48'21" West along the North boundary line of said Lot 6 a distance of 1,293.38 feet to the point or place of beginning, containing 39.251 acres, more or less.

Has caused the above described real property to be surveyed and platted into a residential subdivision, henceforth known as "WOODSTOCK II", an Addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the recorded plat thereof. Moreover, in furtherance of the orderly development and beneficial public use of "WOODSTOCK II", Timbercrest does hereby grant and dedicate to the public and all future owners of the lots in "WOODSTOCK II", and for the public use all streets, and 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 construction, maintaining, operating, repairing, removing and replacing any and all public utilities as may be placed thereon. No structure, 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 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 "WOODSTOCK II", are to be maintained by the owner of that lot.

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 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.

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, or any interest therein, and shall inure to and pass with each and every parcel of 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 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 the property owners in "WOODSTOCK II", 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 of modification, and the applicable amendment of modification shall be filed of record in the depository for land records in Wagoner County, State of Oklahoma. In the event Timbercrest, its successors and assigns, or any future owner of any lot or lots within "WOODSTOCK II", 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 "WOODSTOCK II" 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 residential single-family dwellings. No lot may be subdivided to accommodate 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 setback lines shown on the accompanying plat. Lots 1 - 14, Block 1, shall have a minimum side yard setback of 10' on one side and 5' on the other, for a total of 15'. All other lots in this Addition shall have a minimum side yard setback of 5' on either side of the lot. 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 shall appoint each year a new member to serve for three years, and the third member for three years. The Committee shall consist of three members and the 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 (2) working sets of drawings and specifications shall be submitted, one (1) for approval and one (1) for file.
- 4. No single-story dwelling shall be erected in this subdivision which has a living space of less than 1,100 square feet. Two-story, including split-level dwellings, shall have a minimum of 600 square feet at the lower level and a total living space of 1,300 square feet. Living space means exclusive of garages, carports and porches.
- 5. 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.
- 6. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All servant quarters, tool sheds, hobby rooms, 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 and being in compliance with Broken Arrow City ordinances.
- 7. Walks, driveways and patios must be shown on plot plan accompanying houses 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, screened from public view. 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.
- 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 homestead. 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 trees over three (3) inches in diameter may be cut unless under house pad or within eight (8) feet of house eaves, or unless approved by the Committee.
- 12. No mobile home, new or used, nor any used dwelling or outbuilding shall be moved into this subdivision.
- 13. No trailer, basement, tent, shack, garage, barn or other outbuilding 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 an 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 (1) sign of not more than five (5) square feet advertising 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 and being in compliance with Broken Arrow City ordinances.
- 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 commercial purposes.
- 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 equipment for the storage of waste materials, 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 the public or private view unless approved by the Committee.
- 21. In connection with the installation of underground services, all lots in the Addition are subject to the following provisions, which are enforceable by Public Service, Cable Television, and General Telephone, to-wit:
  - a. Overhead pole lines for the supply of electric, cable TV, or telephone service may be located along the South, North, West and East boundaries of this Addition. Street light poles or standards 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 also be located 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 said service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) 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, 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 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 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 agent or contractors.
  - e. The foregoing covenants concerning underground electric, telephone and cable TV facilities shall be enforceable by the supplier of electrical, telephone and cable TV service and the owner of each lot agrees to be bound thereby.
- 22. Should a court of competent jurisdiction by final order, judgement 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 violate 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 28th day of December, 1982.

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

By: *George E. Day*  
President

ATTEST:

*Denita L. Bailey*  
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 Limited

By: *George E. Day*  
President

ATTEST:

*Denita L. Bailey*  
Secretary (Corporate Seal)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of December, 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 the President of The Timbercrest Companies, Inc., 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 above written.

My Commission Expires: July 12, 1986

*Denita L. Bailey*  
Notary Public

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of December, 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 the 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 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.

My Commission Expires: July 12, 1986

*Denita 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 true and correct representation of said survey.

Signed and sealed this 28th day of DEC., 1982.

ENGINEERING CONSULTANTS, INC.

By: *Lynden L. Burrow*  
Lynden L. Burrow, Vice-President  
L.S. No. 1077

ATTEST:

*Jean Harford*  
Secretary (Corporate Seal)

Before me, the undersigned Notary Public in and for said County and State, on this 28th day of December, 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 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, 1986

*Denita L. Bailey*  
Notary Public

