

DEED OF DEDICATION OF COUNTRY AIRE ESTATES VII
A SUBDIVISION IN THE CITY OF BROKEN ARROW
TULSA COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That SELECT HOMESITES, INC., being the sole owner of a tract of land located in SECTION 9, Township 18, North, Range 14 East of the Indian Base and Meridian, according to the United States Government Survey thereof, more particularly described as follows:

A portion of the S½ of the SW¼ of SECTION 9, T-18-N, R-14-E, Tulsa County, Oklahoma, more particularly described as follows: Beginning at a point on the West line of said S½ SW¼, 250.00 feet North of the Southwest corner thereof; Thence N 0°16'54" E, along the West line thereof, a distance of 800.53 feet; Thence Due East a distance of 170.48 feet; Thence Due South a distance of 23.00 feet; Thence Due East a distance of 1130.46 feet; Thence N 79°40'00" E a distance of 196.52 feet; Thence Northerly along a curve to the right having a radius of 400.00 feet, and an initial tangent of N 10°20' W, a distance of 72.14 feet; Thence Due North a distance of 23.00 feet; Thence Due East a distance of 410.55 feet; Thence S 27°00' W a distance of 349.24 feet; Thence Due South a distance of 543.00 feet; Thence N 70°01'01" W a distance of 60.65 feet; Thence Due South a distance of 140.73 feet; Thence Due West a distance of 40.00 feet; Thence Due South a distance of 218.60 feet to a point on the South line of Said S½ SW¼; Thence N 89°56'36" W, along said South line a distance of 333.14 feet; Thence N 0°16'54" E a distance of 250.00 feet; Thence N 89°56'36" W, parallel to the South line, a distance of 760.00 feet to the point of beginning, containing 33.233 acres, more or less.

has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks and streets, and has designated the same as COUNTRY AIRE ESTATES VII, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I - STREETS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS:

SELECT HOMESITES, INC., does hereby dedicate to the public use the streets designated on the plat and does further dedicate for the public use the easements and right-of-ways designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and/or replacing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements and right-of-ways for the uses and purpose aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED, HOWEVER that SELECT HOMESITES, INC., hereby reserves 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, maintenance, operation, laying and relaying over, across and along all of the public streets, alleys, and utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat.

B. ELECTRIC, GAS AND COMMUNICATION SERVICE:

(1) Overhead pole lines for the supply of electric or communication service may be located along the South and West lines of the 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, as sources of supply at secondary voltages and communication pedestals, may also be located in said easement-ways.

(2) Except to houses on lots described in paragraph (1) above, which may be served from overhead electric and 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.

(3) The supplier of electric, gas or communication 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 electric, gas or communication facilities so installed by them.

(4) The owner of each lot shall be responsible for the protection of the underground electric, gas and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, gas or communication facilities. The Companies will be responsible for ordinary maintenance of underground electric or gas or 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.

(5) The foregoing covenants concerning underground electric, gas and communication facilities shall be enforceable by the supplier of electric, gas and communication service, and the owner of each lot agrees to be bound hereby.

C. GENERAL:

Pavement or landscape repair within utility easements as a result of repairs to gas lines, electric and communication lines, water lines, sewer lines and storm sewers due to breaks or failures shall be borne by the owners of the lots affected.

D. LIMITS OF NO ACCESS:

That SELECT HOMESITES, INC., hereby relinquishes right of ingress and egress to the above described property within the bounds designated as "LIMITS OF NO ACCESS (LNA)" except as may hereafter, be released, altered, or amended by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto.

SECTION II - RESTRICTIONS

The following restrictions shall apply to all the lots of said subdivision.

A. USE OF LAND:

All lots shall be known and described as residential lots and shall be used for single family residences and purposes only.

B. ARCHITECTURAL COMMITTEE:

No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, therefore, exterior color scheme and material there-of, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of MIKE BRETZ, J. D. HARR and PERRY HOOD, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the committee or its designated representatives shall cease when a house has been constructed on each of the lots of this subdivision or on January 1, 2010. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by the committee for such period as may be specified in the instrument.

C. HEIGHT AND TYPE OF RESIDENCE:

No residence shall be erected, altered, or permitted to remain on any lot in said addition other than one detached single family residence not to exceed two stories in height or a split level residence.

D. SET-BACK REQUIREMENTS:

No building shall be located nearer to the front lot line than the building line shown on the plat, and no building shall be nearer than five (5) feet to any side lot line. One side of the house must be a minimum of ten (10) feet from the side property line.

E. AREA:

(1) **SINGLE STORY DWELLING:** Any single story dwelling shall have at least 1,200 square feet of finished heated living area.

(2) **TWO STORY AND STORY-AND-A-HALF:** If a single family dwelling has two levels or stories immediately above and below each other measured vertically, and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 800 square feet of finished heated living area on the first story or level and shall have a sum total of both levels or stories of at least 1,450 square feet of living area. All living areas must be finished and heated prior to occupancy by a resident; provided the Architectural Committee may waive the finish and heating requirement in the particular instance.

(3) **COMPUTATION OF LIVING AREA:** The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. All living area must average at least 7 feet 6 inches in height, except that the height of second and upper story ceiling shall be 7 feet 6 inches for at least one-half of the required living area. That area with less than 5 feet clear head room shall not be included in computing living area.

(4) **GARAGE:** All dwellings shall have a garage for at least two and not more than three automobiles.

BUILDING MATERIAL REQUIREMENTS:

(1) **ROOFING:** On all residences using composition shingles for roof covering, such composition shingles must be of the best quality and weight of not less than 240 pounds per square. No other type composition roof material of any kind will be permitted except of the quality described above.

(2) **WAIVER:** The architectural committee may waive, in the particular instance, the building material requirements set out herein.

G. FRONTAGE OF RESIDENCE ON STREETS:

Any dwelling erected on any of the lots herein shall front or present a good frontage on the streets, and for this purpose as applied to inside lots, it shall mean that the dwelling shall front the street adjoining, and on any corner lot the dwelling shall front or present a good frontage on both streets adjoining.

H. COMMERCIAL STRUCTURES:

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to COUNTRY AIRE ESTATES VII.

I. OUTBUILDING PROHIBITED:

No outbuildings may be erected on any lots. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and appurtenant thereto. Provided the Architectural Committee may waive this restriction in the particular instance.

J. LIVESTOCK AND POULTRY PROHIBITED:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

K. NOXIOUS ACTIVITY:

No noxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

L. EXISTING STRUCTURE:

No existing, erected building or structure of any sort may be moved onto or placed on any lot.

M. TEMPORARY STRUCTURE:

No trailer, tent, shack, garage, barn or outbuilding shall be at any time used for human habitation, temporarily or permanently, nor shall any structure of a temporary nature be used for human habitation.

N. FENCES:

No fences, enclosures or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building set-back line applicable and effect as to each lot; provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape a front yard.

O. VEHICLE STORAGE AND PARKING:

No inoperative vehicle shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored within a front yard, or in front of the building line, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.

P. CONSTRUCTION AND PROMOTIONAL ACTIVITY:

During the construction and sales period, the Architectural Committee may permit temporary uses in furtherance of construction, sales and promotion which might otherwise be prohibited.

Q. ENFORCEMENT:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owner, its successors and assigns and all parties claiming under them. The covenants shall inure to the benefit of all owners of lots within the subdivision. If the undersigned owner, or its successors or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any lot situated within the subdivision, or the City of Broken Arrow, as to violations of the covenants contained in Paragraph "A", to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

R. DURATION:

These restrictions shall remain in full force and effect until January 1, 2010, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

S. AMENDMENT:

The provisions of Section II may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owner or owners of more than 90% of the lots to which they apply and the provisions of such instrument shall be binding from and after the date it is properly recorded.

T. SEVERABILITY:

Invalidation of any restriction set forth herein or any part thereof by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: SELECT HOMESITES, INC., has executed this instrument this 15th day of August, 1990.

ATTEST:

James H. Beale

SECRETARY

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

SELECT HOMESITES, INC.

Donald J. Jaks
TITLE:

Before me the undersigned Notary Public, in and for said County and State on this 15th day of August, 1990, personally appeared Donald J. Jaks, known to me 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: October 6, 1993

Darlene J. Lansford
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have, at the instance of the Owners 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 14th day of August, 1990.

7-2-90

James C. Reynolds
Joy Hinrichs

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

LANSFORD ENGINEERING COMPANY

Raymond E. Lansford
RAYMOND E. LANSFORD, RPE #3225 & RLS #237

Before me, the undersigned, a Notary Public in and for said County and State on this 14th day of August, 1990, personally appeared RAYMOND E. LANSFORD, to me known to be the identical person who executed this within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: October 6, 1993

Darlene J. Lansford
NOTARY PUBLIC